



"Subscriber" Name: Shasta County Public Defender
Account Number: 100001GQM
"LN": LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis Advance 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 www.lexisnexis.com/terms/general.

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:	17
---	-----------

2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's 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.

- (i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Advance Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance® product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, 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.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
National Primary Enhanced	1011511	17
All Witkin Library	1011517	17
CA Criminal Practice Analytical	1011196	17

CA Evidence Analytical	1010066	17
CA Matthew Bender Practice Guides Analytical	1010293	17
CA Briefs, Pleadings & Motions	1010064	17
Prosecutor Premium Library	1011969	17
CA Jury Instructions	1011402	17
<input type="checkbox"/> See attached Rider No. 1 for additional Content & Features		

3.2 During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.

3.3 In exchange for access to the Lexis Advance 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
7/1/2018 - 6/30/2019	\$1071.00
7/1/2019 - 6/30/2020	\$1103.00
7/1/2020 - 6/30/2021	\$1136.00

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

Subscriber elects access to the Alternate Materials

(Initial)

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

3.6 LN may temporarily suspend access to Lexis Advance 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 6/20/2018.

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 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 Lexis Advance through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this 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 Lexis Advance 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: Shasta County Public Defender	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	<u>Les Baugh</u>
Job Title:	<u>CHAIRMAN, Board of Supervisors, Shasta County</u>
Date:	

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]	
Authorized Signature:	
Name:	
Job Title:	
Date:	

ATTEST FOR COUNTY OF SHASTA:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM SHASTA COUNTY COUNSEL
<u>Matthew M. McOmber</u> Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL
BY: James Johnson
Risk Management Analyst

IT Approved: 6-12-2018
Thomas Schreiber, CIO



This Lexis for Microsoft Office – Lexis Advance Edition ("Lexis for Microsoft Office") Order ("Order") amends and supplements the terms of the Lexis Advance Agreement (the "Agreement"), previously executed between LexisNexis, a division of RELX Inc. (formerly known as Reed Elsevier Inc.) ("LN") and Shasta County Public Defender ("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.

LEXIS FOR MICROSOFT OFFICE				
Optional Contract Companion software – Check if applicable <input type="checkbox"/> (Offering 1511821)				
"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"
7/1/2018 - 6/30/2019		2	\$37.00	\$
7/1/2019 - 6/30/2020		2	\$38.00	\$
7/1/2020 - 6/30/2021		2	\$39.00	\$

			\$	\$
			\$	\$

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:

SHASTA COUNTY PUBLIC DEFENDER

SUBSCRIBER

BY: _____

NAME: Les Baugh

TITLE: CHAIRMAN, Board of Supervisors
County of Shasta

DATE: _____

LexisNexis, a division of RELX Inc.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL

Matthew M. McOmber
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

BY: _____

James Johnson
Risk Management Analyst

IT Approved:

6-12-2018
Thomas Schreiber, CIO

Subscriber Implementation Information	
---------------------------------------	--

[illegible][illegible]

EXHIBIT A

LEXIS® FOR MICROSOFT® OFFICE END USER LICENSE AGREEMENT

1. SUBSCRIPTION LICENSE GRANT.

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.

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.

[End of Exhibit A]



LexisNexis®

USCM/State & Local Government
CONTRACT ADDENDUM

This Contract Addendum ("Addendum") amends and supplements the terms of the Subscription Agreement between LexisNexis, a division of RELX Inc. ("LN") and Shasta County Public Defender ("Subscriber") for access to and use of the Online Services, including any and all amendments thereto (collectively the "Agreement").

1. Term.

The term of this Addendum (the "Addendum") shall be coterminous with the Agreement.

2. Governing Law; Applicable Law.

Notwithstanding anything to the contrary in the Agreement, the Agreement shall be governed by the law of the State in which Subscriber is located ("Subscriber's State"). LN agrees to comply with all applicable laws of Subscriber's State in the performance of its obligations under the Agreement. Furthermore, any provision of the Agreement which is contrary to the law of Subscriber's State shall be deemed to be modified to the extent necessary to be permissible under Subscriber's State law.

3. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under the Agreement for any current or future fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any calendar month upon ten (10) days prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts due up to the time of termination. In addition, Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

4. Termination Rights.

Subscriber shall have the right to terminate the Agreement upon thirty (30) days' prior written notice to LN. In the event that Subscriber wishes to terminate the Agreement for cause, Subscriber will provide LN with written notice and a thirty (30) days period to cure the breach. The written notice shall state the nature of the breach with specificity.

5. Miscellaneous.

Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

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

AGREED TO AND ACCEPTED BY:

SHASTA COUNTY PUBLIC DEFENDER

SUBSCRIBER

LexisNexis, a division of RELX Inc.

BY: _____

BY: _____

NAME: Les Baugh

NAME: _____

TITLE: CHAIRMAN, Board of Supervisors
County of Shasta

TITLE: _____

DATE: _____

DATE: _____

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

RISK MANAGEMENT APPROVAL

BY: James Johnson
Risk Management Analyst

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL
Matthew M. McOmber
Senior Deputy County Counsel

By: _____

ND: USCM-SLG Contract Amd-November2017 ID# 4824-6763-7843

©2011 LexisNexis.
All rights reserved.

IT Approved:

Thomas Schreiber 6-12-2018
Thomas Schreiber, CIO



United States



Worldwide

Contact Us

Feedback

LexisNexis®

Legal Store

Lexis Web

» Site search



Our Solutions

About Us

News

Careers

Communities

Store

Support

Product Sign On

Home Terms General

Terms & Conditions

of use for the LexisNexis Services

Supplemental Terms

NOTICE: THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOUR USE OF THE LEXISNEXIS ONLINE SERVICES IF YOU ARE AN AUTHORIZED USER IN AN ORGANIZATION THAT HAS ACCEPTED THESE TERMS IN WRITING. OTHERWISE, YOUR USE OF THE ONLINE SERVICES IS SUBJECT TO THE TERMS AND CONDITIONS EXECUTED BETWEEN YOUR ORGANIZATION AND LEXISNEXIS.

TERMS & CONDITIONS FOR USE OF THE ONLINE SERVICES

May 23, 2018

The terms and conditions listed below govern use of the online services (the "Online Services") and materials available therein ("Materials") provided by LexisNexis, a division of RELX Inc. and its affiliated companies (collectively "LN"). The terms "you" and "your" in uppercase or lowercase shall mean the entity (e.g., company, corporation, partnership, sole proprietor, etc.) or government agency entering into a Subscription Agreement with LN. The "Subscription Agreement" shall consist of these General Terms and Conditions, and the standard, transactional rates applicable to you (the "Price Schedule").

1. GRANT OF RIGHTS; RESTRICTIONS ON USE

1.1 You and your Authorized Users (defined below in Section 2.1) are granted a nonexclusive, nontransferable, limited right to access and use for research purposes the Online Services and Materials made available to you. The rights granted to each Authorized User are as follows:

- (a) The right to electronically display Materials retrieved from the Online Services for the Authorized User's individual use (e.g., no Authorized User may network others via LANs, WANs, intranets or the Internet), subject to the Supplemental Terms for Specific Materials ("Supplemental Terms"). Notwithstanding the foregoing, an Authorized User may display a de minimis amount of the Materials on an incidental, infrequent basis for non-commercial purposes to other Authorized Users so long as the Authorized Users are in the same physical location and the mode of display is not through the Internet, an intranet or other types of networking communication like LANs or WANs;
- (b) The right to email, fax, download or make printouts using the commands of the Online Services and the right to create a single printout of Materials accessed or downloaded by any other means (collectively, "Authorized Printouts");
- (c) With respect to Materials that are court cases, court rules, court briefs, agency issued documents, agency regulations or executive branch materials from the United States, its states, local governments, or territories (collectively, "Authorized Legal Materials"), the right to download using the commands of the Online Services and store in machine-readable form, primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Authorized Legal Materials included in any individually searchable file or content source in the Online Services to the extent the storage of those Authorized Legal Materials is not further limited or prohibited by the Supplemental Terms. The storage may continue so long as the Authorized Legal Materials are needed for purposes contemplated under this Subscription Agreement;
- (d) With respect to all Materials other than Authorized Legal Materials, the right to download using the commands of the Online Services and store in machine readable form for no more than 90 days, primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Materials included in any individually searchable file or content source in the Online Services, to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms;
- (e) Notwithstanding anything to the contrary herein, the right to (1) excerpt or quote insubstantial portions of Materials in documents prepared in the ordinary course of your business to the extent permitted by applicable copyright law; (2) distribute Authorized Printouts to persons who are not Authorized Users (including by emailing through the functionality of the Online Services) on an occasional, infrequent basis as permitted by applicable copyright law; and (3) store Materials for periods in excess of the periods set forth above to the extent required for legal or regulatory compliance provided all other Materials are purged promptly upon the expiration of this Subscription Agreement; and
- (f) For the avoidance of doubt, downloading and storing Materials in an archival database is prohibited. The Online Services and the Materials are protected by copyright, intellectual

property laws, and other laws that prevent unauthorized access and use. If you are not an Authorized User, you are not permitted to access or use the Online Services for any purpose whatsoever. If you nevertheless access and use the Online Services or Materials without authorization, your access and use will be governed by these General Terms and Conditions and you will be liable to LN for any breach of the General Terms and Conditions as well as for unauthorized access and payment for use at the rates in the applicable Price Schedule.

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

1.3 Except as specifically provided in Sections 1.1 and 1.2, you and your Authorized Users are prohibited from downloading, emailing, faxing, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Online Services. You may not exploit the goodwill of LN, including its trademarks, service marks, or logos without the express written consent of LN. Additionally, under no circumstances may you or any Authorized User offer any part of the Online Services or Materials for commercial resale or commercial redistribution in any medium or use the Online Services or the Materials to compete with the business of LN.

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

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

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

1.7 Neither you nor your Authorized Users may use information included in the Online Services or Materials to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.

1.8 Other provisions that govern use of the Materials are set forth in the applicable Price Schedule, the Supplemental Terms, online descriptions of files, online notices following source selection, and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into this Subscription Agreement.

2. ACCESS TO SERVICES

2.1 Only your employees, temporary employees, students, partners/members, and contractors dedicated to performing work exclusively for you (to the extent those categories of persons are appropriate to your situation) are eligible to access and use the Online Services and Materials ("Eligible Persons"). Without limitation, external professional service providers such as attorneys, accountants, outsourcers and public relations firms are specifically excluded from being Eligible Persons. The term "Authorized User" means an Eligible Person whom you have identified to LN for purposes of issuing an LN ID. You agree that each LN ID may only be used by the Authorized User to whom LN assigns it and that the LN ID may not be shared with or used by any other person, including other Authorized Users. You will manage your roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User is no longer an Eligible Person or you otherwise wish to terminate the Authorized User's access to the Online Services. You are responsible for all use of the Online Services accessed with LN IDs issued to your Authorized Users, including associated charges, whether by Authorized Users or others. You will use reasonable commercial efforts to prevent unauthorized use of LN IDs assigned to your Authorized Users and will promptly notify LN, in writing, if you suspect that an LN ID is lost, stolen, compromised, or misused. You may not access or otherwise use the Online Services if you are identified on, and You may not provide access to the Online Services to any individuals identified on, OFAC's list of Specially Designated Nationals, the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions.

2.2 Use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Unless otherwise agreed to by LN in writing, use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

2.3 To comply with local privacy, data protection and other laws, each LN ID is country specific and may not be used outside the country for which it is issued, except for short periods not to exceed 30 continuous days. If LN suspects use of an LN ID outside the country of issue for a period in excess of 30 continuous days, LN may suspend the LN ID or require you to use and pay for an LN ID for the relevant country. On request, LN will issue a geographically compliant LN ID.

2.4 The Online Services, Materials, and feature functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by LN without notice.

2.5 Subject to Section 2.4 above, the Online Services may contain a feature that will allow your Authorized Users to create work folders or work spaces ("Folders") from within research

sessions that are associated solely with their respective LN IDs. The Folders are designed to allow your Authorized Users to save copies of Materials made available by LN, as well as links to materials made available on the Internet or other documents that you or your Authorized Users' own or otherwise have the right to upload to Folders. Applicable charges for the Folders are listed in the Price Schedule. LN represents and warrants that: (a) the Folders will be under the exclusive control of your Authorized Users; and (b) LN will not access or otherwise review the content of Folders without your authorization.

Notwithstanding the foregoing, LN may access or disclose the content of Folders to the extent necessary to facilitate features and functions of the Online Services and to comply with contractual and legal obligations including, but not limited to, an administrative or judicial proceeding. Authorized Users are solely responsible for the content of their respective Folders. You represent and warrant that the Authorized Users have the right and authority to upload any and all content to the Folders that is not provided by LN. Authorized Users are prohibited from uploading content to the Folders that is defamatory, libelous, pornographic or obscene, unless such content is reasonably related to professional responsibilities. In addition, Authorized Users are strictly prohibited from uploading content to the Folders that is unlawful or that is considered protected health information under the Health Accountability and Portability Protection Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH). You agree to indemnify, defend, and hold LN harmless for any and all claims, damages, costs, fines and expenses that LN may incur as a result of you or your Authorized Users' use of the Folders or any content uploaded to the Folders, excluding LN Materials. Authorized Users are solely responsible for securing or saving the content of their respective Folders before the expiration or termination of this Subscription Agreement, if desired. LN has no obligation to provide the content of Folders to you or your Authorized Users after the termination of this Subscription Agreement. All LN Materials contained in Folders remain subject to the storage limitations and other license terms and restrictions set forth in this Subscription Agreement.

3. LIMITED WARRANTY

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

3.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY

4.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or any Materials available or not included therein, (b) the unavailability or interruption of the Online Service or any features thereof or any Materials, (c) your or an Authorized User's use of the Online Services or Materials, (d) the loss or corruption of any data or equipment in connection with the Online Services, (e) the content, accuracy, or completeness of Materials, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

4.2 "Covered Party" means (a) LN and any officer, director, employee, subcontractor, agent, successor, or assign of LN; and (b) each third party supplier of Materials, third party alliance entities, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or third party alliance entity or any of their affiliates.

4.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS OR THIS SUBSCRIPTION AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

4.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR AUTHORIZED USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO LN OR ITS THIRD PARTY SUPPLIERS.

4.5 Notwithstanding anything to the contrary in this Section 4: (a) If there is a breach of the warranty in Section 3.1 above, then LN at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or Materials, asserted against you by such third party provided: (i) all use of the Online Services and Materials was in accordance with this Subscription Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or Materials with or into other products or applications not approved by LN; (iii) you give LN prompt notice of any such claim; and (iv) you give LN the right to control and direct the investigation, defense and settlement of each

such claim. You, at LN's expense, shall reasonably cooperate with LN in connection with the foregoing.

(b) In addition to Section 4.5(a), if the Online Services or the operation thereof become, or in the opinion of LN are likely to become, the subject of a claim of infringement, LN may, at its option and expense, either: (i) procure for you the right to continue using the Online Services, (ii) replace or modify the Online Services so that they become non-infringing, or (iii) terminate this Subscription Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 4.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

5. MISCELLANEOUS

5.1 These General Terms and Conditions, including the Additional Terms may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with the terms of your Price Schedule; all other provisions may be changed by LN immediately upon notice to you. If any changes are made to this Subscription Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or our Authorized Users but will apply to all similarly situated LN customers using the Online Services. You may terminate this Subscription Agreement upon written notice to LN if any change to these General Terms and Conditions is unacceptable to you. For termination to be effective under this Section 5.1, written notice of termination must be provided to LN within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change but does not affect the foregoing termination right. Except as provided above, this Subscription Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this Subscription Agreement may not be supplemented, modified or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

5.2 You or LN may terminate this Subscription Agreement at any time in accordance with this Section 5.2. The effective date of termination shall be 10 days after the receipt of written notice of termination, unless a later date is specified in the notice. LN may temporarily suspend or discontinue providing access to the Online Services to any or all Authorized Users in breach of this Subscription Agreement without notice and LN may pursue any other legal remedies available to it.

5.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by LN. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to LN should be sent to LexisNexis, Attn: Chief Legal Officer, 9443 Springboro Pike, Miamisburg, OH 45342.

5.4 The failure of you, LN, or any third party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

5.5 Neither you nor any Authorized User may assign your rights or delegate your duties under this Subscription Agreement without the prior written consent of LN, which consent shall not be unreasonably withheld. This Subscription Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

5.6 LN's ability to provide Materials is regulated by a variety of privacy, data protection, and other laws in a variety of jurisdictions ("Data Laws") and by the licenses under which it obtains Materials ("Licenses"). You acknowledge that LN will perform a due diligence review of your account upon registration and that the due diligence review will be heightened if you desire to access sensitive, non-public Materials about individuals. You also acknowledge that LN will perform periodic reviews of you and your Authorized Users' use of Materials subject to Data Laws or Licenses ("Regulated Data") in order to comply with Data Laws and license restrictions, and that the review may include asking you or your Authorized Users to verify that use of Regulated Data was for a permissible purpose. You and your Authorized Users will cooperate with LN in any such due diligence or regulatory review and will promptly produce all relevant records and documentation reasonably requested by LN. All reviews will be at LN's expense. If there is any failure to cooperate with LN, or if any review reveals the lack of a permissible purpose to access Regulated Data, LN may deny access to the Online Services or to Regulated Data. LN will be under no obligation to reduce the fees payable by you to the extent that it is unable to provide Regulated Data to you based solely on your non-cooperation. You warrant that you shall comply with all applicable laws, rules, regulations, directives and guidelines regarding the collection, use and disclosure of personal data, including without limitation the General Data Protection Regulation 2016/679, The Data Protection Act 2018 and any amendments or successors to those laws ("Applicable Privacy Laws") when processing personal data in relation to the Service. You shall provide all reasonably necessary assistance to LN to enable LN to comply with Applicable Privacy Laws. ADDITIONALLY, IF YOU SUBSCRIBE TO AN ONLINE SERVICE PROVIDED BY THE BUSINESS INSIGHT SOLUTIONS DIVISION OF LN, THEN YOUR USE OF THE MATERIALS PROVIDED THEREIN SHALL ALSO BE SUBJECT TO THE OBLIGATIONS IN SECTION 36 OF THE SUPPLEMENTAL TERMS.

5.7 If you, any of your Authorized Users, or any person you or your Authorized Users permits to use the Online Services or who gains access through an Authorized User's failure to properly secure his or her LN ID or computer (a "User") should access or use Regulated Data in an unauthorized manner (a "Security Event"), then the following provisions will apply:

(a) if required by applicable law, you will notify the individuals whose information has potentially been accessed or used that a Security Event has occurred; (b) you will notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by law; (c) the notification will not reference LN or the product through which the Regulated Data was provided, nor will LN be otherwise identified or referenced in connection with the Security Event, without the express written consent of LN; (d) you will be solely liable for all claims that may arise from a Security Event caused by you, your Authorized Users or a User and you will indemnify LN for any third party claims directed against LN that arise from the Security Event; and (e) all notifications and indemnity claims related to the Security Event will be solely at your expense.

5.8 This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of New York regardless of the law that might otherwise apply under applicable principles of conflicts of law.

5.9 This Subscription Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Subscription Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this Subscription Agreement.

5.10 Where applicable, each affiliated company of LN and each third party supplier of Materials has the right to assert and enforce the provisions of this Subscription Agreement directly on its own behalf as a third party beneficiary.

5.11 This Subscription Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations on that subject matter.

Supplemental Terms for Specific Materials

[Law Firms](#) [Corporate & Professional](#) [Risk Solutions](#) [Academic](#) [Government](#)

[Terms & Conditions](#) [Privacy Policy](#) [Consumer Access](#) [Products Index](#) [Site Map](#) [Contact Us](#)

MYFASTTAG

[\[+\]](#) Feedback

Copyright © 2018 LexisNexis.



Supplemental Terms & Conditions

Terms & Conditions

for use of the LexisNexis Services

May 23, 2018

LexisNexis® Services

SUPPLEMENTAL TERMS FOR SPECIFIC MATERIALS

These Supplemental Terms for Specific Materials contain terms applicable to certain Materials. You may not have access to all of the Materials referenced herein.

1. A.M. Best Company, Inc.

Best's Company Reports are copyrighted by A.M. Best Company, Inc. and are provided for Subscriber's internal use. Information or materials electronically retrieved and/or printed from Best's Company Reports may be duplicated for limited purposes such as use in documents or briefs filed with courts, administrative boards, other governmental agencies, and with counsel in such matters. However, you may not publish, broadcast, sell or otherwise redistribute this material for commercial purposes.

Information included in Best's Company Reports is obtained from each company's sworn financial statement as filed with the Insurance Commissioner of the state in which the company is domiciled and licensed to conduct business. While the information in Best's Company Reports was obtained from sources believed to be reliable, its accuracy is not guaranteed.

Best's Ratings reflect A.M. Best Company's current and independent opinion of the financial strength and operating performance of an insurer relative to the standards established by A.M. Best Company. Best's Ratings are not a warranty of an insurer's current or future ability to meet its obligations to policyholders, nor are they a recommendation of a specific policy form, contract rate or claim practice.

A.M. Best Company makes no warranties, expressed or implied, including those of merchantability or fitness for a particular purpose. In no event shall A.M. Best Company have any liability for lost profits or incidental or consequential damages.

2. Australian Broadcasting Corporation Materials

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes. You may not modify the information found in Australian Broadcasting Corporation materials without the express permission of the Australian Broadcasting Corporation. The "wave" device is a trademark of the Australian Broadcasting Corporation. It may not be used without the prior, specific, written permission of the Australian Broadcasting Corporation.

3. Axel Springer AG/Jüdische Presse gGmbH Materials

Important: Your ordering and use of Axel Springer ("DBL") and Jüdische Presse gGmbH "JA" products is subject to the following Terms of Use:

- a. The products are licensed to you for your internal use only. The products shall not be reproduced, revealed or made available in whole or in part to anyone else unless required by law. You acknowledge that the products are subject to the copyright and other proprietary rights of DBL and JA and you will not commit or permit any act or omission that would impair such rights.
- b. DBL NOR JA GUARANTEES OR WARRANTS THE PRODUCTS OR THE SYSTEM IN ANY WAY. NEITHER DBL NOR JA SHALL BE LIABLE TO YOU FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY DBL'S OR JA'S NEGLIGENT ACTS OR OMISSIONS IN PREPARING OR DELIVERING THE PRODUCTS OR IN DOING ANYTHING RELATED THERETO. NEITHER DBL NOR JA WILL BE LIABLE FOR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- c. IF, NOTWITHSTANDING THE ABOVE, EITHER OR BOTH DBL OR JA IS HELD TO BE LIABLE, THE AMOUNT OF SUCH LIABILITY SHALL NOT EXCEED \$10,000 (USD).

4. Axel Springer AG Materials

Your use of Axel Springer AG Materials is subject to the following terms of use:

- a. The materials are made available for your internal use only. The materials shall not be reproduced, revealed or made available in whole or in part to anyone else, unless required by law. You acknowledge that the materials are subject to the copyright and other proprietary rights of Axel Springer AG and you will not commit or permit any act or omission that would impair such rights.
- b. AXEL SPRINGER AG DOES NOT GUARANTEE OR WARRANT THE MATERIALS OR THE LEXISNEXIS SYSTEM IN ANY WAY. AXEL SPRINGER AG SHALL NOT BE LIABLE TO YOU FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY AXEL SPRINGER AG'S NEGLIGENT ACTS OR OMISSIONS IN PREPARING OR DELIVERING THE MATERIALS OR IN DOING ANYTHING RELATED THERETO. AXEL SPRINGER AG WILL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- c. IF, NOTWITHSTANDING THE ABOVE, AXEL SPRINGER AG IS HELD TO BE LIABLE, THE AMOUNT OF SUCH LIABILITY SHALL NOT EXCEED \$10,000 (USD).

5. Barclays Official California Code of Regulations

BARCLAYS MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS; AND

BARCLAYS ASSUMES NO LIABILITY WHATSOEVER WITH RESPECT TO ANY USE OF BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS OR ANY PORTION THEREOF OR WITH RESPECT TO ANY DAMAGES WHICH MAY RESULT FROM SUCH USE.

6. Berliner Morgenpost (Ullstein GmbH)

Your use of Ullstein GmbH's Berliner Morgenpost is subject to the following terms of use:

- a. The materials are made available for your internal use only. The materials shall not be reproduced, revealed or made available in whole or in part to anyone else, unless required by law. You acknowledge that the materials are subject to the copyright and other proprietary rights of Ullstein GmbH and you will not commit or permit any act or omission that would impair such rights.
- b. ULLSTEIN GMBH DOES NOT GUARANTEE OR WARRANT THE MATERIALS OR THE LEXISNEXIS SYSTEM IN ANY WAY. ULLSTEIN GMBH SHALL NOT BE LIABLE TO YOU FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ULLSTEIN GMBH'S NEGLIGENT ACTS OR OMISSIONS IN PREPARING OR DELIVERING THE MATERIALS OR IN DOING ANYTHING RELATED THERETO. ULLSTEIN GMBH WILL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- c. IF, NOTWITHSTANDING THE ABOVE, ULLSTEIN GMBH IS HELD TO BE LIABLE, THE AMOUNT OF SUCH LIABILITY SHALL NOT EXCEED \$10,000 (USD).

7. Bundesanzeiger Verlagsgesellschaft mbH Materials

In the course of collecting, digitizing, formatting and structuring these materials, errors may occur in the edited data record and such data record may deviate from the original source, which errors and deviations are beyond the control and detection of Bundesanzeiger Verlagsgesellschaft mbH. It is not possible to perfectly check the correctness, reliability and completeness of these materials and their error-free correspondence with the entries in the commercial registers. Bundesanzeiger Verlagsgesellschaft mbH does not guarantee the correctness, reliability and completeness of the material or the error-free correspondence between the material and commercial register sources. BUNDESANZEIGER VERLAGSGESELLSCHAFT MBH DOES NOT WARRANT THE COMPLETENESS AND CORRECTNESS OF THESE MATERIALS OR THEIR CORRESPONDENCE TO THE ENTRIES IN THE COMMERCIAL REGISTERS.

Notwithstanding the foregoing, Bundesanzeiger Verlagsgesellschaft mbH does assure that the materials have been drawn up in accordance with the principles of due commercial diligence applicable in Germany.

8. CQ-Roll Call, Inc. (including Congressional Quarterly and FDCH Materials)

These materials are not legal transcripts for purposes of litigation

9. Canadian Federal Courts Reports Materials

The decisions and reasons for decision of the Federal Court and of the Federal Court of Appeal as published in the Federal Courts Reports by the Office of the Commissioner for Federal Judicial Affairs fall within the terms of the Reproduction of Federal Law Order, and may be reproduced, in whole or in part and by any means, without further permission. The captions, headnotes, lists of statutes and regulations, and cases judicially considered and authors cited do not fall within the terms of the Reproduction of Federal Law Order. They may be reproduced for personal use only, without further permission. They may not be reproduced for commercial purposes without permission from the Minister of Public Works and Government Services Canada, on behalf of the Office of the Commissioner for Federal Judicial Affairs. Any reproduction or any other use of the decisions, reasons for decision, captions, headnotes, lists of statutes and regulations, or cases judicially considered and authors cited must be properly attributed to the Office of the Commissioner for Federal Judicial Affairs. No such attribution shall indicate that the Office of the Commissioner for Federal Judicial Affairs is in any way responsible for the accuracy or reliability of the reproduction or other use; nor shall any such attribution indicate that the reproduction or other use was made with the endorsement of or in affiliation with the Office of the Commissioner for Federal Judicial Affairs. The Office of the Commissioner for Federal Judicial Affairs assumes no responsibility for the accuracy or the reliability of any reproduction of the materials appearing herein.

Les décisions et les motifs de décision de la Cour fédérale et de la Cour d'appel fédérale tels que publiés dans le Recueil des décisions des Cours fédérales par le Bureau du Commissaire à la magistrature fédérale sont visés par le Décret sur la reproduction de la législation fédérale et peuvent être reproduits en totalité ou en partie par quelque moyen que ce soit sans autre autorisation. Les rubriques, les sommaires, les listes des lois et règlements cités, ainsi que les listes de la jurisprudence citée et la doctrine citée ne sont pas visés par le Décret sur la reproduction de la législation fédérale. Ils peuvent être reproduits à des fins personnelles seulement, sans autre autorisation mais ne peuvent pas l'être à des fins commerciales sans l'autorisation du Ministre des Travaux publics et Services gouvernementaux Canada, au nom du Bureau du Commissaire à la magistrature fédérale. Toute reproduction ou tout usage des décisions, des motifs de décision, des rubriques, des sommaires, des listes des lois et règlements cités, des listes de la jurisprudence citée et de la doctrine citée doit mentionner le Bureau du Commissaire à la magistrature fédérale comme source. Aucune mention ne doit indiquer que le Bureau du Commissaire à la magistrature fédérale répond de quelque manière que ce soit de l'exactitude ou de la fiabilité de cette reproduction ou de cet usage. De plus, aucune mention ne doit indiquer que cette reproduction ou cet usage a été sanctionné par le Bureau du Commissaire à la magistrature fédérale ou réalisée en collaboration avec celui-ci. Le Bureau du Commissaire à la magistrature fédérale décline toute responsabilité quant à l'exactitude ou la fiabilité de toute reproduction ou de tout usage des renseignements contenus en l'espèce.

10. Company Intelligence Database and Gale Company Briefs Database

Gale Group, Inc. ("GALE") does not guarantee or warrant the accuracy or completeness of the materials identified immediately above and will not be responsible for any claim of any person attributable to errors, omissions or other inaccuracies of any part of such materials.

You must seek written authorization from GALE to use the materials identified immediately above in any way not specified in the General Terms and Conditions.

11. Consumer Reports

Consumers Union never allows its ratings, name or work, including this material, to be used as an endorsement or commercial tie-in with any product or service or for any commercial, promotional or advertising use. Consumers Union takes all steps open to it to prevent misuse of its work or name.

12. Dun & Bradstreet, Inc.

Important: Your ordering and use of Dun & Bradstreet, Inc. ("D&B") products is subject to the following D&B Terms of Use:

- a. The products are licensed to you for your internal use only. They may be used by you solely as one factor in your credit, insurance, marketing or other business decisions. You are expressly prohibited from using the products as a factor in establishing an individual's eligibility for (i) credit or insurance to be used primarily for personal, family or household purposes, or (ii) employment. You agree not to use the D&B Data to engage in unfair or deceptive practices.
- b. The products shall not be reproduced, revealed, or made available in whole or in part to anyone (including voluntarily in legal proceedings) else unless required by law. You may retain D&B materials accessed through LexisNexis for up to 12 months, after which you shall immediately delete, destroy or return all originals and copies of such D&B materials, except such materials as you may be required, by applicable law or government regulation for backup purposes -- materials retained for such backup purposes shall not be used for any other purpose and shall be destroyed promptly after the retention period required by such law or regulation expires.

- c. D&B and its third party information providers make no representations or warranties of any kind with respect to the products, including but not limited to, the accuracy, completeness, timeliness, merchantability or fitness for a particular purpose of the products or of the media on which the product is provided and you agree that D&B and its third party information providers shall not be liable to you for any loss or injury arising out of or caused, in whole or in part, by negligent acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the products.
- d. You agree that D&B and its third party information providers will not be liable for consequential, incidental, special, punitive or other indirect damages, even if advised of the possibility of such damages. You also agree that D&B's and its third party information providers' aggregate liability, if any, for any and all losses or injuries to you arising out of any acts or omissions of D&B and its third party information providers in connection with a particular order or service, regardless of the cause of the loss or injury (including negligence) and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the amount paid by you for the products or \$5000, whichever is greater, and you covenant and promise not to sue D&B and its third party information providers for an amount greater than such sum.
- e. D&B does not guarantee that certain marketing information collected on individual business contacts meets the requirements of any applicable local, state, federal or international law, rule or regulation related to its usage including, but not limited to, wireless suppression lists, wireless domain lists, commercial e-mail laws, telemarketing laws and "Do-Not-Call" lists. Certain marketing information collected on individual business contacts has not been obtained directly from the data subjects and the data subjects have not opted in or otherwise expressly consented to having their information sold for marketing purposes.
- f. You acknowledge and agree that the products are proprietary to D&B and comprise: (a) works of original authorship, including compiled information containing D&B's selection, arrangement and coordination and expression of such information or pre-existing material it has created, gathered or assembled; (b) confidential and trade secret information; and (c) information that has been created, developed and maintained by D&B at great expense of time and money, such that misappropriation or unauthorized use by others for commercial gain would unfairly or irreparably harm D&B. You agree that you will not commit or permit any act or omission by your agents, employees, or any third party that would impair D&B's copyright or other proprietary and intellectual rights in the products. You will not use any D&B trade names, trademarks, service marks or copyrighted materials in listings or advertising in any manner without the prior written approval of D&B.

13. Dun & Bradstreet Limited (formerly ICC Databases)

- 1. You may use the Dun & Bradstreet Limited supplied data, information and services for research purposes only, and may not publish, reproduce, reprint, broadcast or otherwise make available or sell any material contained in said data, information or services whether in hardcopy, electronically transmitted or any other form, and whether for commercial, educational or other purpose, other than your own internal purposes.
- 2. Dun & Bradstreet Limited uses extensive procedures to ensure that its data, information and services contain a fair representation or interpretation of the original material from which the data, information and services were drawn, but Dun & Bradstreet Limited shall not for any reason whatsoever be held responsible for any damage, loss, cost, claim or expense incurred by you as a result of your use or reliance upon, or interpretation of, any material contained in the data, information or services.

14. Experian Data – Applicable Only To Those Subscribers Who Have Access to GLBA Regulated Credit Header Data

VIN Gateway Services Direct Auto Market Restrictions

In no event may you or any of your Authorized Users sell, license or otherwise provide any VIN Gateway Services or LN products or services using the VIN Gateway Data to any entity that is engaged in any of the following business activities: (i) vehicle dealers; (ii) vehicle original equipment manufacturers; (iii) vehicle auction companies; (iv) automotive portals, or (vii) automotive aftermarket suppliers, including the sales and marketing functions of such companies ("Direct Auto Market"), except to the following departments of such entities: (i) the legal, collections, human resources or other corporate support departments/functions of such Direct Auto Market companies, (ii) financial institutions, or (iii) automobile finance companies. Additionally, use of the VIN Gateway Data for any of the following purposes is prohibited:

- A. Recall/Advisory Activities: Using VIN Gateway Data to identify specific vehicle owners' names and addresses (typically all owners linked to a range of VIN numbers) for the purpose of notifying them of a product recall or safety advisory issued by an auto manufacturer, supplier or agent.
- B. Warranty Activities: Using VIN Gateway Data to identify specific records, (e.g. odometer readings, transfer of ownership) associated with a VIN number to identify whether or not a vehicle is still under warranty and providing this determination to, or in connection with, motor vehicle manufacturers, independent warranty or service contract providers.
- C. Customer Surveys: Using VIN Gateway Data to identify owners of a specific make, model and/or category of vehicles for the purpose of conducting primary consumer research (e.g. telephone interviews, mail surveys) to determine consumer automobile preferences and /or vehicle purchasing trends.
- D. Vehicle Statistics: Using VIN Gateway Data to compile periodic new and/or used vehicle statistics (e.g. recent sales, vehicles in operation) by geography, vehicle classification, dealer, lender, and/or make/model for the purpose of automobile market share reporting for manufacturers and dealer, indirect lending market share reporting for automotive lenders, retail site planning, promoting automotive brands or dealerships to consumers, and/or dispute resolution between retailers and manufacturers.
- E. Share of Garage Analysis: Using VIN Gateway Data to determine the current vehicles owned by an individual, household or group for the purposes of market research or direct marketing, or determining vehicle purchasing patterns over time (e.g. frequency of purchases, loyalty to specific brands).
- F. Vehicle Ownership Profiles/Modeling: Using VIN Gateway Data to build direct marketing models for the purpose of promoting vehicles and auto financing products to consumers.
- G. Vehicle History Reports: Augmenting VIN Gateway Data with accident data, odometer readings, emission readings or state issued vehicle brand data for the purpose of developing a 'Vehicle History Report' competing against AutoCheck and CARFAX by providing vehicle valuations to potential buyers, seller, dealers, Original Equipment Manufacturers, auction houses or financiers of automobiles. This in no way limits use of the VIN Gateway Data to verify the vehicles owned by a consumer or business or to assess the value of vehicles during the process of underwriting, policy auditing, adjusting, examining or settling of a property claim. Furthermore, Subscriber shall not provide, sell or license the branded title indicator or lease/lienholder information to any End User/Distributor outside of the insurance industry.
- H. Fleet Marketing: Using VIN Gateway Data for the purpose of direct marketing to identify and target businesses who own vehicle fleets.
- I. Direct Marketing: Using the Licensed Data for direct marketing activities such as direct mail or telemarketing.
- J. OEM/AOT: Using VIN Gateway Data for removal of nonowner records of original equipment manufacturers or in connection with providing services to motor vehicle manufacturers.
- K. Dealer Audit: Using VIN Gateway Data in connection with original equipment manufacturer performance monitoring of auto vehicles or dealers.
- L. Modeling: VIN Gateway Data shall not be resold or sublicensed for modeling purposes. Resale of any result derived from a model is not prohibited.

Access Security Requirements for GLB SA Data (Fully Displayed or Truncated Social Security Number Information Retrieved from Credit Header Data)

The following information security controls are required to reduce unauthorized access to consumer information. It is your responsibility to implement these controls. If you do not understand these requirements or need assistance, it is your responsibility to get an outside service provider to assist you. Experian reserves the right to make changes to these Access Security Requirements without prior notification. The information provided herewith provides minimum baselines for information security.

In accessing GLBA SA Data, you agree to follow these Experian security requirements. These requirements are applicable to all systems and devices used to access, transmit, process, or store Experian data.

M. Implement Strong Access Control Measures

1. If using third party or proprietary systems to access the LexisNexis Online Services, ensure that the access must be preceded by authenticating users to the application and/or system (e.g. application based authentication, Active Directory, etc.) utilized for accessing LexisNexis data/systems.
2. If the third party or third party software or proprietary system or software, used to access the LexisNexis Online Services, is replaced or no longer in use, the passwords should be changed immediately.
3. Create a unique user ID for each user to enable individual authentication and accountability for access to the Online Services. Each user must also have a unique logon password.
4. Develop strong passwords that are:
 - Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
 - Contain a minimum of eight (8) alphabetic and numeric characters for standard user accounts
 - For interactive sessions (i.e. non system-to-system) ensure that passwords/passwords are changed periodically or that enhancements such as multi-factor authentication are implemented (every 90 days is recommended)
5. Passwords (e.g. user/account password) must be changed immediately when:
 - Any system access software is replaced by another system access software or is no longer used
 - The hardware on which the software resides is upgraded, changed or disposed without being purged of sensitive information
 - Any suspicion of password being disclosed to an unauthorized party (see section D.3 for reporting requirements)
 - It is understood that the practice of encryption of sensitive data at rest will be implemented in the year 2017 for you, it being understood that in the meantime you shall implement other compensating controls when the data is at rest, including physical security, access controls, or vulnerability assessments
6. Ensure that passwords are not transmitted, displayed or stored in clear text; protect all end user (e.g. internal and external) passwords using, for example, encryption or a cryptographic hashing algorithm also known as "one-way" encryption. When using encryption, ensure that strong encryption algorithms are utilized (e.g. AES 256 or above).
7. Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations. Systems should be manually locked before being left unattended.
8. Active logins to credit information systems must be configured with a 30 minute inactive session timeout.
9. You must NOT install Peer-to-Peer file sharing software on systems used to access, transmit or store Experian data
10. Ensure that Subscriber's employees do not access their own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose
11. Implement physical security controls to prevent unauthorized entry to Subscriber's facility and access to systems used to obtain credit information. Ensure that access is controlled with badge readers, other systems, or devices including authorized lock and key.

N. Maintain a Vulnerability Management Program Implement Strong Access Control Measures

1. Keep operating system(s), firewalls, routers, servers, personal computers (laptops and desktops) and all other systems current with appropriate system patches and updates.
2. Configure infrastructure such as firewalls, routers, servers, tablets, smart phones, personal computers (laptops and desktops), and similar components to industry standard security practices, including disabling unnecessary services or features, and removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
3. Implement and follow current best security practices for computer virus detection scanning services and procedures:
 - Use, implement and maintain a current, commercially available anti-virus software on all systems, if applicable anti-virus technology exists. Anti-virus software deployed must be capable to detect, remove, and protect against all known types malicious software such as viruses, worms, spyware, adware, Trojans, and root-kits.
 - Ensure that all anti-virus software is current, actively running, and generating audit logs; ensure that anti-virus software is enabled for automatic updates and performs scans on a regular basis.
 - If you suspect an actual or potential virus infecting a system, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.

O. Protect Data

1. Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
2. Experian data is classified Confidential and must be secured to in accordance with the requirements mentioned in this document at a minimum.
3. Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
4. Encrypt all Experian data and information when stored electronically on any system including but not limited to laptops, tablets, personal computers, servers, databases using strong encryption such as AES 256 or above. An alternative to encryption at rest is compensating controls designed to mitigate the risk of data exposure.
5. Experian data must not be stored locally and permanently on smart tablets and smart phones such as iPads, iPhones, Android based devices, etc.
6. When using smart tablets or smart phones to access Experian data, ensure that such devices are protected via device pass-code
7. Applications utilized to access Experian data via smart tablets or smart phones must protect data while in transmission using an industry-recognized, strong, encryption method.
8. Only open email attachments and links from trusted sources and after verifying legitimacy.
9. When no longer in use, ensure that hard-copy materials containing Experian data are crosscut shredded, incinerated, or pulped such that there is reasonable assurance the hard-copy materials cannot be reconstructed.
10. When no longer in use, electronic media containing Experian data is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).

P. Maintain an Information Security Policy

1. Suitable to complexity and size of the organization, establish and publish information security and acceptable user policies identifying user responsibilities and addressing requirements in line with this document and applicable laws and regulations.
2. The FACTA Disposal Rules requires that Subscriber implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.

3. Implement and maintain ongoing mandatory security training for those who have access to Experian information and awareness sessions for all staff to underscore the importance of security in the organization.
4. When using third party service providers (e.g. application service providers) to access, transmit, store or process Experian data, ensure that service provider is compliant with the Experian Independent Third Party Assessment (EI3PA) program, and registered in Experian's list of compliant service providers. If the service provider is in the process of becoming compliant, it is Subscriber's responsibility to ensure the service provider is engaged with Experian and an exception is granted in writing. Approved certifications in lieu of EI3PA can be found in the Glossary section.

Q. Build and Maintain a Secure Network

1. Protect Internet connections with dedicated, industry-recognized firewalls that are configured and managed using industry best security practices.
2. Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
3. Administrative access to firewalls and servers must be performed through a secure internal wired connection or over a secured private network only.
4. Any stand-alone computers that directly access the Internet must have a desktop firewall deployed that is installed and configured to block unnecessary/unused ports, services, and network traffic.
5. Change vendor defaults including but not limited to passwords, encryption keys, SNMP strings, and any other vendor defaults.
6. For wireless networks connected to or used for accessing or transmission of Experian data, ensure that networks are configured and firmware on wireless devices updated to support strong encryption (for example, IEEE 802.11i) for authentication and transmission over wireless networks.
7. When using service providers (e.g. software providers) to access LexisNexis systems, access to third party tools/services must require multi-factor authentication.

R. Regularly Monitor and Test Networks

1. Perform regular tests on information systems that serve Experian data and are exposed to the Internet (port scanning, virus scanning, internal/external vulnerability scanning). Ensure that issues identified via testing are remediated according to the issue severity (e.g. fix critical issues immediately, high severity in 15 days, etc.)
2. Ensure that audit trails are enabled and active for systems and applications used to access, store, process, or transmit Experian data; establish a process for linking all access to such systems and applications. Ensure that security policies and procedures are in place to review security logs on daily or weekly a periodic basis and that follow-up to exceptions is required.
3. Use current best practices to protect telecommunications systems and any computer system or network device(s) used to provide Services hereunder to access LexisNexis systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:
 - protecting against intrusions;
 - securing the computer systems and network devices;
 - and protecting against intrusions of operating systems or software.

S. Mobile and Cloud Technology

1. Storing Experian data permanently on mobile devices is prohibited. Any exceptions must be obtained from Experian in writing; additional security requirements will apply.

2. Mobile applications development must follow industry known secure software development standard practices such as OWASP and OWASP Mobile Security Project adhering to common controls and addressing top risks.
3. Mobile applications development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.
4. Mobility solution server/system should be hardened in accordance with industry and vendor best practices such as Center for Internet Security (CIS) benchmarks, NIS, NSA, DISA and/or other.
5. Mobile applications and data shall be hosted on devices through a secure container separate from any personal applications and data. See details below. Under no circumstances is Experian data to be exchanged between secured and non-secured applications on the mobile device.
6. In case of non-consumer access, that is, commercial/business-to-business (B2B) users accessing Experian data via mobile applications (internally developed or using a third party application), ensure that multi-factor authentication and/or adaptive/risk-based authentication mechanisms are utilized to authenticate users to application.
7. When using cloud providers to access, transmit, store, or process Experian data ensure that:
 - Appropriate due diligence is conducted to maintain compliance with applicable laws and regulations and contractual obligations
 - Cloud providers must have gone through independent audits and are compliant with one or more of the following standards, or a current equivalent as approved/recognized by Experian:
 - ISO 27001
 - PCI DSS
 - E13PA
 - SSAE 16 – SOC 2 or SOC3
 - FISMA
 - CAI / CCM assessment

T. General

1. No more than once per year, at Experian's expense, Experian will have the right to audit the security mechanisms Subscriber maintains to safeguard access to Experian information, systems and electronic communications. Audits may include examination of systems security and associated administrative practices. Audits shall be reasonable in scope and duration.
2. In cases where Subscriber is accessing Experian information and systems via third party software, Subscriber agrees to make available to LN upon request, audit trail information and management reports generated by the vendor software, regarding Subscriber individual authorized users.
3. Subscriber shall be responsible for and ensure that third party software, which accesses the LexisNexis Online Services, is secure, and protects this vendor software against unauthorized modification, copy and placement on systems which have not been authorized for its use.
4. Subscriber shall conduct software development (for software which accesses LexisNexis information systems; this applies to both in-house or outsourced software development) based on the following requirements:
 - Software development must follow industry known secure software development standard practices such as OWASP adhering to common controls and addressing top risks.
 - Software development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.
 - Software solution server/system should be hardened in accordance with industry and vendor best practices such as Center for Internet Security (CIS) benchmarks, NIS, NSA, DISA and/or other

5. Under Section H.1 above, reasonable access to audit trail reports of systems utilized to access the Online Services shall be made available to LexisNexis upon request, for example during breach investigation or while performing audits.
6. Data requests must include the IP address of the device from which the request originated (i.e., the requesting client's IP address), where applicable.
7. Subscriber shall report actual security violations or incidents that impact Experian data to LexisNexis within twenty-four (24) hours or per agreed contractual notification timeline. Subscriber agrees to provide notice to LexisNexis of any confirmed security breach that may involve data related to the contractual relationship, to the extent required under and in compliance with applicable law. Telephone notification is preferred at 888-872-5375, Email notification will be sent to Security.investigations@lexisnexis.com.
8. Subscriber acknowledges and agrees that Subscriber (a) has received a copy of these requirements, (b) has read and understands its obligations described in the requirements, (c) will communicate the contents of the applicable requirements contained herein, and any subsequent updates hereto, to all employees that shall have access to the Experian data through the Online Services, and (d) will abide by the provisions of these requirements when accessing Experian data.
9. Subscriber understands that its use of the Online Services and computing resources may be monitored and audited by LexisNexis, without further notice.
10. Subscriber acknowledges and agrees that it is responsible for all activities of its employees/Authorized Users, and for assuring that mechanisms to access the Online Services and data are secure and in compliance with its LexisNexis agreement.
11. When using third party service providers to access, transmit, or store Experian data, additional documentation may be required by LexisNexis.

General requirements:

L. Subscriber shall designate an employee to be its Head Security Designate, to act as the primary interface with LexisNexis on systems access related matters. Subscriber's Head Security Designate will be responsible for establishing, administering and monitoring all Authorized User's access to the Online Services which are delivered over the Internet ("Internet access"), or approving and establishing Security Designates to perform such functions.

M. Subscriber's Head Security Designate or other Security Designates shall in turn review all employee requests for Internet access approval. The Head Security Designate or its Security Designate shall determine the appropriate access to each LexisNexis product based upon the legitimate business needs of each employee. LexisNexis reserves the right to terminate any accounts it deems a security threat to its systems and/or consumer data.

N. Unless automated means become available, Subscriber shall request employee's (Internet) access via the Head Security Designate/Security Designate. Those employees approved by the Head Security Designate or Security Designate for Internet access ("Authorized Users") will be individually assigned unique access identification accounts ("User ID") and passwords/passphrases (this also applies to the unique Server-to-Server access IDs and passwords/passphrases). LexisNexis' approval of requests for (Internet) access may be granted or withheld in its sole discretion. LexisNexis may add to or change its requirements for granting (Internet) access to the services at any time (including, without limitation, the imposition of fees relating to (Internet) access upon reasonable notice to Subscriber), and reserves the right to change passwords/passphrases and to revoke any authorizations previously granted. Note: Partially completed forms and verbal requests will not be accepted.

O. An officer of Subscriber agrees to notify LexisNexis in writing immediately if it wishes to change or delete any employee as a Head Security Designate, Security Designate, or Authorized User; or if the identified Head Security Designate, Security Designate or Authorized User is terminated or otherwise loses his or her status as an Authorized User.

Roles and Responsibilities

P. Subscriber agrees to identify an employee it has designated to act on its behalf as a primary interface with LexisNexis on systems access related matters. This individual shall be identified as the "Head Security Designate." The Head Security Designate can further identify a Security Designate(s) to provide the day to day administration of the Authorized Users. Security Designate(s) must be an employee and a duly appointed representative of the Subscriber and shall be available to interact with LexisNexis on information and product access, in accordance with these Experian Access Security Requirements for LexisNexis End-Users. Subscriber's duly authorized representative (e.g. contracting officer, security manager, etc.) must authorize changes to Subscriber's Head Security Designate. The Head Security Designate will submit all requests to create, change or lock Security Designate and/or Authorized User access accounts and permissions to LexisNexis' systems and information. Changes in Head Security Designate status (e.g. transfer or termination) are to be reported to LexisNexis immediately or the Head Security Designate's access terminated.

Q. The Head Security Designate is acting as the duly authorized representative of Subscriber.

R. The Security Designate may be appointed by the Head Security Designate as the individual that Subscriber authorizes to act on behalf of the business in regards to LexisNexis product access control (e.g. request to add/change/remove access). Subscriber can opt to appoint more than one Security Designate (e.g. for backup purposes). Subscriber understands that the Security Designate(s) it appoints shall be someone who will generally be available during normal business hours and can liaise with LexisNexis' Security Administration group on information and product access matters.

S. The Head Designate shall be responsible for notifying their corresponding LexisNexis representative in a timely fashion of any Authorized User accounts (with their corresponding privileges and access to application and data) that are required to be terminated due to suspicion (or actual) threat of system compromise, unauthorized access to data and/or applications, or account inactivity.

Designate

T. Must be an employee and duly appointed representative of Subscriber, identified as an approval point for Subscriber's Authorized Users.

U. Is responsible for the initial and on-going authentication and validation of Subscriber's Authorized Users and must maintain current information about each (phone number, valid email address, etc.).

V. Is responsible for ensuring that proper privileges and permissions have been granted in alignment with Authorized User's job responsibilities.

W. Is responsible for ensuring that Subscriber's Authorized Users are authorized to access LexisNexis products and services.

X. Must disable Authorized User ID if it becomes compromised or if the Authorized User's employment is terminated by Subscriber.

Y. Must immediately report any suspicious or questionable activity to LexisNexis regarding access to LexisNexis' products and services

Z. Shall immediately report changes in their Head Security Designate's status (e.g. transfer or termination) to LexisNexis.

AA. Will provide first level support for inquiries about passwords/passphrases or IDs requested by your Authorized Users.

BB. Shall be available to interact with LexisNexis when needed on any system or user related matters.

Glossary

Term	Definition
Computer Virus	A Computer Virus is a self-replicating computer program that alters the way a computer operates, without the knowledge of the user. A true virus replicates and executes itself. While viruses can be destructive by destroying data, for example, some viruses are benign or merely annoying.
Confidential	Very sensitive information. Disclosure could adversely impact your company.
Encryption	Encryption is the process of obscuring information to make it unreadable without special knowledge.
Firewall	In computer science, a Firewall is a piece of hardware and/or software which functions in a networked environment to prevent unauthorized external access and some communications forbidden by the security policy, analogous to the function of Firewalls in building construction. The ultimate goal is to provide controlled connectivity between zones of differing trust levels through the enforcement of a security policy and connectivity model based on the least privilege principle.
Information Lifecycle	(Or Data Lifecycle) is a management program that considers the value of the information being stored over a period of time, the cost of its storage, its need for availability for use by authorized users, and the period of time for which it must be retained.
IP Address	A unique number that devices use in order to identify and communicate with each other on a computer network utilizing the Internet Protocol standard (IP). Any All participating network devices - including routers, computers, time-servers, printers, Internet fax machines, and some telephones - must have its own unique IP address. Just as each street address and phone number uniquely identifies a building or telephone, an IP address can uniquely identify a specific computer or other network device on a network. It is important to keep your IP address secure as hackers can gain control of your devices and possibly launch an attack on other devices.
Peer-to-Peer	A type of communication found in a system that uses layered protocols. Peer-to-Peer networking is the protocol often used for reproducing and distributing music without permission.
Router	A Router is a computer networking device that forwards data packets across a network via routing. A Router acts as a junction between two or more networks transferring data packets.

Spyware	Spyware refers to a broad category of malicious software designed to intercept or take partial control of a computer's operation without the consent of that machine's owner or user. In simpler terms, spyware is a type of program that watches what users do with their computer and then sends that information over the internet.
Experian Independent Third Party Assessment Program	The Experian Independent 3rd Party Assessment is an annual assessment of an Experian LexisNexis' ability to protect the information they purchase from Experian. EI3PA SM requires an evaluation of a LexisNexis' information security by an independent assessor, based on requirements provided by Experian. EI3PA SM also establishes quarterly scans of networks for vulnerabilities.
ISO 27001 /27002	IS 27001 is the specification for an ISMS, an Information Security Management System (it replaced the old BS7799-2 standard) The ISO 27002 standard is the rename of the ISO 17799 standard, and is a code of practice for information security. It basically outlines hundreds of potential controls and control mechanisms, which may be implemented, in theory, subject to the guidance provided within ISO 27001.
PCI DSS	The Payment Card Industry Data Security Standard (PCI DSS) is a proprietary information security standard for organizations that handle cardholder information for the major debit, credit, prepaid, e-purse, ATM, and POS cards.
SSAE 16 SOC 2, SOC3	Statement on Standards for Attestation Engagements (SSAE) No. 1 SOC 2 Report on Controls Related to Security, Availability, Processing Integrity, Confidentiality, and Privacy. The SOC 3 Report , just like SOC 2, is based upon the same controls as SOC 2, the difference being that a SOC 3 Report does not detail the testing performed (it is meant to be used as marketing material).
FISMA	The Federal Information Security Management Act (FISMA) is United States legislation that defines a comprehensive framework to protect government information, operations and assets against natural or man-made threats. FISMA was signed into law part of the Electronic Government Act of 2002.
CAI /CCM	Cloud Security Alliance Consensus Assessments Initiative (CAI) was launched to perform research, create tools and create industry partnerships to enable cloud computing assessments. The Cloud Security Alliance Cloud Controls Matrix (CCM) is specifically designed to provide fundamental security principles to guide cloud vendors and to assist prospective cloud customers in assessing the overall security risk of a cloud provider.

15. Frankfurter Allgemeine Zeitung GmbH Materials (Frankfurter Allgemeine Zeitung; Frankfurter Allgemeine Sonntagszeitung; Rhein-Main-Zeitung)

Frankfurter Allgemeine Zeitung GmbH ("FAZ") does not guarantee or warrant these materials in any way. FAZ shall not be liable to you for any loss or injury arising out of or caused, in whole or in part, by negligent acts or omissions of FAZ in preparing or delivering these materials through the Online Services or in doing anything related thereto. FAZ shall not be liable for consequential damages, even if advised of the possibility of such damages. If, notwithstanding the foregoing, FAZ is held to be liable to you, the amount of such liability shall not exceed \$10,000 (USD).

16. Gale Research Inc. Databases

No part of these databases may be transmitted without the written permission of Gale Research Inc. ("Gale"). Any portion of this database which is downloaded from the Online Services and stored in machine-readable form may be retained only for a temporary period of time. Use in electronic databases or for mailing lists is prohibited. GALE AND ITS INFORMATION PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL GALE OR ITS INFORMATION PROVIDERS BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES FROM USE OF THESE DATABASES.

17. Het Financieele Dagblad B.V. Materials

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

18. IDD Information Services Database

Database copyrighted by IDD Information Services, Inc. (IDD). The IDD database is provided for use only within your organization. Information or materials electronically retrieved and/or printed from the database may not be duplicated or redistributed in any form without the prior written permission of IDD. Information included in the database is obtained from sources considered reliable, but there is no guarantee with respect to the accuracy or completeness of the database or any information contained therein. You are responsible for implementing sufficient procedures and checkpoints to satisfy your requirements to make the final judgment and evaluation as to the usefulness in your own environment. IDD MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THOSE

OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event shall IDD have any liability for lost profits or incidental or consequential damages.

19. Le Figaro

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

20. London Stock Exchange Plc (Dow Jones UK Disclosure Wire)

LIMITATION OF LIABILITY

DOW JONES AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND LICENSORS ("THE DOW JONES PARTIES") WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO YOU, OR ANY THIRD PARTY, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS (DIRECT OR INDIRECT), LOSS OF ANTICIPATED SAVINGS (DIRECT OR INDIRECT) AND LOST REVENUES (COLLECTIVELY, THE "EXCLUDED DAMAGES") HOWSOEVER ARISING, WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE DOW JONES PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORSEEN ANY OF THE EXCLUDED DAMAGES. EXCEPT AS PROVIDED HEREIN IN NO EVENT WILL THE LIABILITY OF THE DOW JONES PARTIES ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF EXCEED THE AGGREGATE AMOUNT PAID BY YOU HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. WHERE REQUIRED BY APPLICABLE LAW, NOTHING IN THIS AGREEMENT WILL BE EFFECTIVE TO LIMIT OR RESTRICT THE LIABILITY OF THE DOW JONES PARTIES FOR DEATH OR PERSONAL INJURY RESULTING DIRECTLY FROM USE OF THE DOW JONES CONTENT, CAUSED IN WHOLE OR PART BY THE NEGLIGENCE OR CONTINGENCIES BEYOND THE CONTROL OF THE DOW JONES PARTIES IN PROCURING, COMPILING, INTERPRETING, REPORTING OR DELIVERING THE DOW JONES CONTENT. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE DOW JONES PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

DISCLAIMER

THE DOW JONES CONTENT, THE CONTENTS THEREIN, AND ANY ACCOMPANYING DOCUMENTATION ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS. DOW JONES DOES NOT MAKE ANY AND HEREBY DISCLAIMS ANY REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR TITLE.

21. McGill Law Journal

McGill Law Journal ("MLJ") reserves all rights, including copyright, in relation to materials provided by it. MLJ's materials are supplied to subscribers solely for their use. Retransmission, dissemination or publication other than in accordance with the General Terms and Conditions, whether in print, electronic or other means, is expressly forbidden without written authorization from MLJ.

22. The McGraw-Hill Companies, Inc. ("M-H") Materials

The above Materials are valuable intellectual property exclusively owned by M-H and provided for your internal use. No proprietary rights are transferred to you in the Materials or in any information therein. While you may utilize limited excerpts from the Materials in the ordinary course of business provided a credit to M-H is included, you may not externally redistribute or disseminate the Materials in any manner which competes with or substitutes for distribution by M-H. Except as may be expressly permitted by LexisNexis in its agreement with you, you may not: (i) republish, broadcast or distribute the Materials over any internal network, or (ii) reproduce information contained in the Materials, except that individual end-users may make a single printout of limited portions of the Materials on an ad hoc basis for personal use, provided they do not constitute a substantial portion of any issue of any title/publication included in the Materials. You may not store the Materials in machine-readable form for more than 90 days and may only download excerpts on an ad hoc (not a systematic) basis. You shall reproduce M-H's copyright notice on any downloaded Materials. In the event of misappropriation or misuse of the Materials M-H shall be entitled to obtain injunctive relief.

You are prohibited from using the Materials for subsequent commercial purposes such as resale or preparing databases of such material.

NEITHER M-H NOR ITS SOURCES MAKE ANY WARRANTY, EXPRESS OR IMPLIED, AS TO ACCURACY, ADEQUACY, OR COMPLETENESS OF INFORMATION CONTAINED IN THE MATERIALS, WHICH ARE PROVIDED "AS-IS", WITHOUT WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR RESULTS. NEITHER M-H NOR ANY SOURCES SHALL BE LIABLE FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, INCLUDING LOSS OF PROFITS, EVEN IF ADVISED OF THE POSSIBILITY. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF M-H FOR ALL ACTIONS EXCEED THE AVERAGE MONTHLY FEE PAID BY SUBSCRIBER FOR ACCESS TO THE MATERIALS.

The foregoing terms shall survive any termination of your right of access to the Materials.

23. Medline® Database

National Library of Medicine ("NLM") represents that the materials provided in the Medline Database were formulated with a reasonable standard of care. Except for this representation, NLM MAKES NO REPRESENTATION OR WARRANTIES, EXPRESSED OR IMPLIED. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NLM SPECIFICALLY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS.

You may download NLM-produced citations and reuse these records within your organization or institution. NLM suggests that organizations limit the number of records to 1,000 per month. Since NLM makes corrections and enhancements to and performs maintenance on these records at least annually, you should plan to replace or correct the records once a year to ensure that they are still correct and searchable as a group.

NLM databases are produced by a U.S. government agency and as such the contents are not covered by copyright domestically. They may be copyrighted outside the U.S. Some NLM produced data is from copyrighted publications of the respective copyright claimants. Users of the NLM databases are solely responsible for compliance with any copyright restrictions and are referred to the publication data appearing in the bibliographic citations, as well as to the copyright notices appearing in the original publications, all of which are incorporated by reference. Users should consult legal counsel before using NLM-produced records to be certain that their plans are in compliance with appropriate laws.

All records must be identified as being derived from NLM databases.

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

24. News International Associated Services Limited Materials (Times Newspapers Limited, News Group Newspapers, TSL Education Limited)

You and your authorized users may not, without the prior written permission of LexisNexis, host or store portions of The Times, The Sunday Times, The Sun, News of the World, The Times Educational Supplement or The Times Higher Educational Supplement (which are accessed through the LexisNexis Services) on your Intranet in any library or archive of information intended to be accessed by another party.

25. Newsweek Magazine

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

26. New York State Unified Court System Materials

The New York State Unified Court System ("UCS") does not warrant the comprehensiveness, completeness, accuracy or adequacy for any particular use or purpose of the information contained in its databases and expressly disclaims all other warranties, express or implied, as to any matter whatsoever. Neither the UCS, its courts, court-related agencies or its officers or employees shall be responsible for any loss or damage caused by the use of the information contained in any of its databases.

27. PDQ Database

NATIONAL CANCER INSTITUTE ("NCI") represents that the PDQ Database was formulated with a reasonable standard of care. EXCEPT FOR THE FOREGOING, NCI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PDQ DATABASE.

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

28. RUSSICA DiaLine

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes. You may only retain insubstantial portions of these materials in machine-readable form for a temporary period of time.

Information in RUSSICA DiaLine is provided by RUSSICA-Izvestia Information, Inc. ("RUSSICA") and is derived from sources which RUSSICA considers to be sufficiently reliable to justify inclusion. RUSSICA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATING TO INFORMATION IN RUSSICA DIALINE, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE INFORMATION. THE ENTIRE RISK OF USING THE INFORMATION IN RUSSICA DIALINE LIES WITH THE USER. RUSSICA shall not be liable in any way to you or any third party who may use the information in or from RUSSICA DiaLine or to any other person whatsoever for any damages arising in any way out of delays, inaccuracies, errors or omissions in RUSSICA DiaLine or information therein.

UNDER NO CIRCUMSTANCES WILL RUSSICA BE LIABLE TO USERS FOR ANY DAMAGES FOR ANY REASON WHATSOEVER, WHETHER CONSEQUENTIAL, DIRECT, INDIRECT OR INCIDENTAL, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, EVEN IF RUSSICA HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING

29. SunGard Reference Data Solutions Inc. Materials (including Tradeline® Securities Database)

All information provided by SunGard Reference Data Solutions Inc. and its licensors ("Information") is the property of the respective owners. Except for viewing by you for personal, internal use as expressly authorized by the respective owners, the Information may not be reproduced, modified, transmitted, or distributed without such owner's prior written consent. No changes or deletions may be made to any attribution, trademark, legend or proprietary rights notice associated with the Information. You acknowledge that the Information is intended for use as an aid to institutional investors, registered brokers or professionals of similar sophistication in making informed judgments concerning securities. You accept responsibility for, and acknowledge that you exercise your own independent judgment in, its selection of the Information, your selection of the use or intended use of such, and any results obtained. Nothing contained herein shall be deemed to be a waiver of any rights existing under applicable law for the protection of

investors. SUNGARD REFERENCE DATA SOLUTIONS INC. AND ITS LICENSORS PROVIDE THE INFORMATION "AS IS", WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED OR ARISING UNDER CUSTOM OR USAGE OR TRADE OR BY OPERATION OF LAW. SUNGARD REFERENCE DATA SOLUTIONS INC. AND ITS LICENSORS DO NOT WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, ADEQUACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION OR PROVIDE A WARRANTY AGAINST NONINFRINGEMENT AND NEITHER SUNGARD REFERENCE DATA SOLUTIONS INC. NOR ITS LICENSORS SHALL BE LIABLE TO YOU OR TO ANY THIRD PARTY WITH RESPECT TO ANY ACTUAL OR ALLEGED INACCURACY, UNTIMELINESS, INCOMPLETENESS, INADEQUACY, UNMERCHANTABILITY OR UNFITNESS ARISING FROM USE OF THE INFORMATION. FT Interactive Data is a third party supplier of data to SunGard Reference Data Solutions Inc.

30. Tax Analysts' Databases

"Tax Analysts' materials are made available to assist members of the bar, accountants, and members of the public, but not to provide legal advice to any person. Although Tax Analysts believes that the information in the Licensed Materials is accurate, necessarily each user must exercise professional judgment or involve a professional to provide such judgment when using these materials and take responsibility for their use. Tax Analysts does not make, and no user receives, any warranty with respect to them, AND PARTICULARLY NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND NO WARRANTY OF MERCHANTABILITY. NO EMPLOYEE OR AGENT OF TAX ANALYSTS IS AUTHORIZED TO PROVIDE, AND THE USER MAY NOT RELY ON, ANY REPRESENTATIONS OR WARRANTIES, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE LICENSED MATERIALS BEYOND THOSE CONTAINED IN THIS PARAGRAPH. Tax Analysts will defend against good faith, reasonable claims that use of the Licensed Materials infringes the copyright or other rights of any person."

31. Uniform Commercial Code Filing Records

Uniform commercial code filing records are provided for informational purposes only. Accuracy and completeness of these materials are not warranted. Verification of these materials can be obtained through the appropriate public offices.

32. Voxant, Inc. Materials

a. Fair Disclosure Wire Materials (Event Transcripts and Event Briefs) only:

Voxant, Inc. and/or CCBN, Inc. reserve the right to make changes to documents, content, or other information in these materials without obligation to notify any person of such changes.

In the conference calls upon which Event Transcripts and Event Briefs are based, companies may make projections or other forward-looking statements regarding a variety of items. Such forward-looking statements are based upon current expectations and involve risks and uncertainties. Actual results may differ materially from those stated in any forward-looking statement based on a number of important factors and risks, which are more specifically identified in the companies' most recent SEC filings. Although the companies may indicate and believe that the assumptions underlying the forward-looking statements are reasonable, any of the assumptions could prove inaccurate or incorrect and, therefore, there can be no assurance that the results contemplated in the forward-looking statements will be realized.

THE INFORMATION CONTAINED IN EVENT TRANSCRIPTS IS A TEXTUAL REPRESENTATION OF THE APPLICABLE COMPANY'S CONFERENCE CALL AND WHILE EFFORTS ARE MADE TO PROVIDE AN ACCURATE TRANSCRIPTION, THERE MAY BE MATERIAL ERRORS, OMISSIONS, OR INACCURACIES IN THE REPORTING OF THE SUBSTANCE OF THE CONFERENCE CALLS. IN NO WAY DO VOXANT, INC. OR CCBN, INC. ASSUME ANY RESPONSIBILITY FOR ANY INVESTMENT OR OTHER DECISIONS MADE BASED UPON THE INFORMATION PROVIDED IN ANY EVENT TRANSCRIPT. USERS ARE ADVISED TO REVIEW THE APPLICABLE COMPANY CONFERENCE CALL ITSELF AND THE APPLICABLE COMPANY'S SEC FILINGS BEFORE MAKING ANY INVESTMENT OR OTHER DECISIONS.

THE INFORMATION CONTAINED IN EVENT BRIEFS REFLECTS CCBN, INC.'S SUBJECTIVE CONDENSED PARAPHRASE OF THE APPLICABLE COMPANY'S CONFERENCE CALL AND THERE MAY BE MATERIAL ERRORS, OMISSIONS, OR INACCURACIES IN THE REPORTING OF THE SUBSTANCE OF THE CONFERENCE CALLS. IN NO WAY DO VOXANT, INC. OR CCBN, INC. ASSUME ANY RESPONSIBILITY FOR ANY INVESTMENT OR OTHER DECISIONS MADE BASED UPON THE INFORMATION PROVIDED IN ANY EVENT BRIEF. USERS ARE ADVISED TO REVIEW THE APPLICABLE COMPANY'S SEC FILINGS BEFORE MAKING ANY INVESTMENT OR OTHER DECISIONS.

b. Charlie Rose materials only:

THE MATERIALS ARE PROVIDED ON AN "AS IS" BASIS. NEITHER VOXANT, INC. NOR CHARLIE ROSE INC. MAKES ANY WARRANTY OF ANY KIND CONCERNING THE ACCURACY OF THE MATERIALS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE.

c. All Materials:

These materials are not legal transcripts for purposes of litigation.

33. Washington Post

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

34. West Publishing Company Materials

You may use materials provided by West Publishing Company for research purposes only, and may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

35. Ziff Davis Media Inc. Materials

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

36. LexisNexis Business Insight Solutions Materials

Your use of the Materials from the Online Services from the Business Insight Solutions division of LN is subject to the following additional terms and conditions:

- a. You shall have an easily accessible privacy notice ("Customer Privacy Notice"), the presentation and content of which shall comply with all Applicable Privacy Laws. The Customer Privacy Notice shall disclose how you collect, process and share personal data contained within the Materials, as well as how you share with LN personal data contained within data that you provide to LN. You shall proactively provide the Customer Privacy Notice to individuals where required to do so under Applicable Privacy Laws. You shall fully comply with the Customer Privacy Notice.
- b. You shall also ensure that the Customer Privacy Notice contains the following language, or accurately translated language substantially similar thereto: "Our third-party business partners, including LexisNexis, a division of RELX Inc. and its affiliates ("LN"), may provide us with your personal information in order to enable us to conduct vendor and supplier background checks and screening activities, comply with our legal obligations and for other purposes as described in this privacy notice. LN is responsible for any personal information which they may collect and hold about you until it is received by us. To learn more about how LN collects and uses your personal information, please see its Processing Notice at <https://www.lexisnexis.com/global/privacy/en/article-14-bis.page>"
- c. You shall on request provide to LN all information necessary to demonstrate, and allow LN to audit the Customer Privacy Notice in order to verify your compliance with clauses (a) and (b) above.
- d. Prior to using any Materials to conduct vendor and supplier screening activities, you shall confirm to LN (via the mechanism provided within the Online Service) that you have provided all necessary notices to individuals to enable it to conduct such screening activities in compliance with Applicable Privacy Laws.
- e. You warrant that you shall only process Materials where you have a lawful ground to do so under Applicable Privacy Laws.
- f. You shall only use Materials in accordance with the license granted in your Agreement and in any event for no purposes other than media monitoring, due diligence, governance risk management, reputation management, information gathering, or compliance with your Know Your Client, anti-bribery & corruption, financial crime, anti-money laundering, counter terrorist financing, modern slavery, or other legal obligations.

FOR WORLDCO DATA PRODUCTS THE FOLLOWING TWO SUBPARAGRAPHS SHALL APPLY:

1. Where you subscribe for any LN risk and diligence products and services (the "R&D Services"), you undertake that you will use the Materials on those sites only for your own internal legitimate business purposes which shall be limited to the following:
 - (a) In the prevention of Financial Crime, including Anti-Money Laundering ("AML") and Counter Terrorism Financing.
 - (b) In the prevention of Financial Crime, including Anti-Bribery and Corruption ("ABC").
 - (c) In assessing general business risks, including but not limited to AML, ABC, Fraud and commercial financial risks relevant to the business or its controlling persons.
 - (d) In the process of reconnecting assets with a person.
 - (e) In locating an individual not for asset reunification or debtor tracing purposes.

- (f) Data cleaning or appending against your own database for general communication.
 - (g) In assessing the risk of default and provision of a risk based score and/or credit risk attributes of an individual.
 - (h) In the investigation into a known or suspected fraud case to gain further information about an individual.
 - (i) In fraud prevention or to aid with the discovery of fraud.
 - (j) In the identity assurance process for any of your new or existing clients.
 - (k) For internal production of analytical models, evaluation of a service or research.
 - (l) For development and testing purposes.
2. Where you subscribe for the R&D Services, you represent and warrant that you have the appropriate legal grounds to collect, process and use the information that you obtain from the R&D Services.
- g. You shall not make any decisions about individuals which have a legal or similarly significant effect on them and which are based solely on automated processing of their LN Materials and/or information derived from Materials.
- h. You shall not make decisions about individuals based solely on Materials derived from any third-party social-media websites (such as Twitter, Facebook, etc.) ("Third Party Platforms") and/or information derived from such Materials.
- i. Where you are licensed to use the Materials for media monitoring or reputation management purposes, you shall not use the Materials and/or information derived from such Materials for such media monitoring or reputation management purposes in a manner which involves targeting or making decisions about individuals on the basis of their racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric characteristics, health, sex life, sexual orientation, or criminal convictions and offences or related security measures.



CONTACT SALES

1-888-AT-LEXIS

[ONLINE FORM](#)

CONTACT SUPPORT

1-800-543-6862

[SUPPORT PAGE](#)

[More Contact Information](#)

COMPANY

[About Us](#)

[Leadership](#)

[Press Room](#)

[Rule of Law](#)

[Responsibility](#)

[Careers](#)

[Partners/Alliances](#)

POLICIES

[Privacy Policy](#)

[Consumer Access](#)

[Terms & Conditions](#)

QUICK LINKS

[LexisNexis](#)

[Legal & Professional Solutions](#)

[Risk Solutions](#)

[Product Index](#)

[Site Map](#)

PRODUCT SIGN-IN

[Sign-In Index Page](#)

[Lexis Advance*](#)

[Lexis Practice Advisor*](#)

[lexis.com*](#)

[Law Schools](#)

[ncxis.com*](#)

FOLLOW US



[LinkedIn](#)



[YouTube](#)



[Facebook](#)



[Twitter](#)



[Subscribe](#)

TOP PRODUCT PAGES

[Lexis Advance*](#)

[Lexis Practice Advisor*](#)

[Law Schools](#)

[CourtLink*](#)

[ncxis.com*](#)

[Support Home](#)

Article: System Requirements for Lexis for Microsoft Office

Document ID PR1228

Product(s)

Lexis® for Microsoft® Office

System Requirements

Lexis® for Microsoft Office® 7.1.x and Higher (Windows Users)

Lexis® for Microsoft Office® Office 365 (Windows and Mac Users)

Lexis® for Microsoft® Office 7.1.x and Higher	
Minimum System Configuration	
Computer/processor	Intel® Core 2 Duo processor 2.66 GHz
Memory/RAM	4 GB
Display	1024x768 or higher resolution
Operating System	Windows 7
Software Requirements (User Installed)	
Operating System	<ul style="list-style-type: none">• Windows 7 (32-bit or 64-bit)<ul style="list-style-type: none">• Any priority updates supplied through Microsoft Update• Windows 8.1 (32-bit or 64-bit)<ul style="list-style-type: none">• Any priority updates supplied through Microsoft Update

	<ul style="list-style-type: none"> Windows 10 (32-bit or 64-bit) <ul style="list-style-type: none"> Any priority updates supplied through Microsoft Update <p>Note: Lexis[®] <i>for</i> Microsoft[®] Office is supported in the Virtualized Desktop environments, such as Citrix, Terminal Services, etc.</p>
Microsoft Software (One of the Following)	<ul style="list-style-type: none"> Microsoft Outlook[®] and/or Word 2016 (32-bit or 64-bit) <ul style="list-style-type: none"> Word 2016 is supported on both Lexis <i>for</i> Microsoft Office 7.1 and higher and Lexis <i>for</i> Microsoft Office 365 Any updates supplied through Microsoft Update Outlook and/or Word 2013 (32-bit or 64-bit) <ul style="list-style-type: none"> Office 2013 Click-to-Run is included beginning in version 4.0.6 Any updates supplied through Microsoft Update Outlook and/or Word 2010 (32-bit or 64-bit) <ul style="list-style-type: none"> Any updates supplied through Microsoft Update
Browser	Internet Explorer [®] 8 or higher
Software Requirements	
The required software is installed automatically by the Lexis [®] <i>for</i> Microsoft [®] Office installer. Minimum required versions listed below. Newer versions will function as well.	
Microsoft .NET Framework	Version 4.6.1 or higher
Microsoft Visual C++ redistributable 2008 SP1	x86 or x64 (depending on the system configuration)
Microsoft Visual C++ redistributable 2010	x86 or x64 (depending on the system configuration)

Microsoft Visual Studio 2010 Tools for Office	Runtime Version 10.0.60724 or higher
--	--------------------------------------

[Top]



Lexis® <i>for</i> Microsoft® Office Office 365® Requirements				
LMO Version	Office 2016 for Windows	Office 2016 for iPad	Office 2016 for Mac	Office Online
1.0.0.0	Supported*	Supported	Supported	Supported**

* Lexis *for* Microsoft Office 365 (v 1.0.0.0) and Lexis *for* Microsoft Office (v 7.1.12 and higher) are compatible with local installations of Office 2016

** Office Online is not compatible Lexis *for* Microsoft Office (v 7.1.12 and higher)

[Top]

Recommend a Change

 LexisNexis® | [About LexisNexis®](#) | [Privacy Policy](#) | [Terms & Conditions](#) | [Copyright](#)
© 2018 LexisNexis. All rights reserved.  RELX Group™

US: +1 630 598 1100 (TEL:6305981100) +44 (0)20 3890 2860 (TEL:4402077806785) WWW.LITERA.COM ([HTTP://WWW.LITERA.COM/](http://WWW.LITERA.COM/))



[HOME \(/S/\)](#) [DOWNLOADS](#) [TRAINING](#) [CASES](#) [MY ACCOUNT](#) [POLICIES](#) [CONTACT US \(/S/CONTACT-US-SUPPORT\)](#)

Search...



END USER LICENSE AGREEMENT

DEFINITIONS

"Confidential Information" shall be deemed to include any and all non-public information of any form obtained or learned by each Party or its representatives in connection with this Agreement, regardless of whether such information is marked or identified as confidential, including, but not limited to, any prices, information, trade secrets, processes or documentation obtained in connection therewith or related thereto, and information regarding either Party's business practices, policies, and strategies, technology systems and platforms, all information regarding either Party's clients and specifically including all intellectual property of either Party. Confidential Information shall not include any information to the extent it (i) is or becomes a part of the public domain other than as a result of an unauthorized disclosure by a Party, (ii) was already in the possession of a Party prior to the first date of signature below and free of any actual or constructive knowledge of any obligation of confidentiality with respect thereto, (iii) is disclosed to a Party by a third party having no obligation of confidentiality with respect thereto, (iv) is independently developed by a Party without reference to the other Party's Confidential Information, (v) is released from confidential treatment by written consent of a Party, or (vi) is required or requested to be disclosed pursuant to law, court order, subpoena or governmental authority.

"Documentation" means the instructional, operating or user manuals that Company provides to Customer in any form, including electronic downloads, that relate to the operation of the Software.

"End User" means the individual using the Software as authorized by Customer.

"License Fees" are set forth in the applicable Order Form, including any support fees.

"Licensed Features" means the terms identified on an Order Form specifically related to the Software being licensed thereunder, including number of Seats, product descriptions, License Fees and payment terms.

"Order Form" means each form generated by or on behalf of Company and executed by Customer that specifies the Licensee, the Software being licensed, the Subscription Term, the Licensed Features and other commercial terms.

"Seats" means the number of unique logons set forth on the applicable Order Form for which a copy of the applicable Software may be used.

"Software" means the computing programs set forth on the applicable Order Form, and Upgrades or Updates provided to customer hereunder.

"Subscription Term" means the period of time from the start date to the end date specified in each Order Form for each subscription purchased thereunder (the "Initial Subscription Term") and each annual period thereafter (a "Renewal Subscription Term").

"Updates" means the maintenance fixes and error corrections of the Software provided by Company pursuant to the Hosting Services or Support and Maintenance Services.

"Upgrades" means version of the Software that Company designates as such that incorporates new functionality or enhances performance.

WHEREAS, Customer wishes to license the Software specified in an applicable Order Form to this Agreement for use in its business.

WHEREAS, Company is willing to grant Customer the right to incorporate the Software specified in an applicable Order Form to this Agreement into its desktop images and to deploy the Software to its employees for use.

THEREFORE, the Parties, intending to be legally bound by the terms hereof, hereby enter into the following agreements:

TERMS

1. **License.** Subject to the terms and conditions of this Agreement, including timely payment of License Fees, Company hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, fully revocable and worldwide license to use, and to permit End Users to use, the object code of the Software and Documentation during the Subscription Term solely for the internal business purposes of Customer. The Software may be used for the number of Seats identified on an Order Form. Customer shall not and shall not permit any End User to use the Software beyond the Subscription Term, in excess of the authorized number of Seats counts, or in any violation of any other restrictions or limitations set forth on the applicable Order Form.

Customer agrees that the Software and Documentation shall be deemed accepted upon delivery and the license granted hereby is not contingent on the delivery of any future functionality or features or dependent on any oral or written public statements made by Company regarding future functionality or features. Company reserves all rights not expressly granted herein.

2. Evaluation License and Terms Specific to Evaluation Copies of Software. If the Order Form indicates that the Software is being licensed for evaluation, then the following shall apply to such Software during the evaluation term as identified on the applicable Order Form and notwithstanding any contrary term specified in this Agreement: (A) unless otherwise specified in the Order Form, License Fees do not apply; (B) the Software is licensed solely for the evaluation term and solely for the limited purpose of evaluating the Software and establishing Customer's desire to acquire licenses to Software for a Subscription Term; (C) the Software is provided "As Is" without any warranty of any kind; (D) Customer shall not be entitled to any Support and Maintenance Services or any Upgrades or Updates during the evaluation term; and (E) upon the expiration of the evaluation term or earlier, upon five (5) days' notice to Customer, if requested by Company, the license granted shall terminate and Customer shall promptly return the Software and Documentation, without retaining copies.

3. Restrictions. Except as otherwise expressly permitted under this Agreement, Customer shall not (and shall not authorize or permit any third party including any End Users to): (A) copy or use the Software or any portion thereof, except as expressly authorized by this Agreement; (B) use the Software on unauthorized equipment or products, (C) duplicate, modify the Software or create derivative works based upon the Software; (D) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction; (E) use or permit the Software to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of Company; (F) disclose, provide, or otherwise make available trade secrets contained within the Software in any form to any third party without the prior written consent of Company; (G) release, publish, and/or otherwise make available to any third party the results of any performance or functional evaluation of the Software without the prior written approval of Company; or (H) alter or remove any proprietary notices or legends contained on or in the Software. For the avoidance of doubt, all restrictions specified herein with respect to Software apply to all components and the Documentation. Customer warrants that they and the End User are not competitors or potential competitors of Company, and are not acting on behalf of a competitor or potential competitor.

Customer agrees to provide network access for Software to communicate with the Company servers on an ongoing basis, as applicable based on the Software, and that the Customer identifier (such as a name or number), End User identifier (such as name or id), computer identifier (such as computer name and network address), Company product (such as name and version), performance tracking data, and Company license key may be communicated. Customer agrees that the Software may not operate without such access, and that the Software may stop operating without notice if it is unable to verify license rights. Customer also agrees that, without such access, Company may not be obligated to provide the support and maintenance services referred to in section 4(a) and/or any applicable Service Level Agreement.

4. Services.

(a) **Support and Maintenance Services.** If the Order Form indicates that Support and Maintenance Services are to be provided by Company to Customer then, provided that Customer has paid Company the applicable fees indicated thereon, and subject to the terms and conditions of this Agreement, Company shall provide Customer Support and Maintenance Services for the relevant maintenance term in accordance with Company's then-current Support and Maintenance Services Service Level Agreement, a description of which is available at: <https://support.litera.com/s/policies>; as the same may be modified from time to time.

(b) **Hosted Services.** If the Order Form indicates that hosting services are to be provided by Company to Customer then subject to the terms and conditions of this Agreement, Company shall host the Software on behalf of Customer for the Subscription Term and in accordance therewith shall use commercially reasonable efforts to provide access to the Software by Customer, including its End Users, on a 24/7/365 basis except for planned downtime and other unavailability caused by circumstances outside the reasonable control of Company only for as long as such circumstances exist. If, for any reason, the Software downtime exceeds one (1) percent of any monthly period, the Customer shall be entitled to a credit equal to the percent of downtime upon request, but this shall be the sole and entire compensation.

5. Fees. Customer shall pay the License Fees set forth on the applicable Order Form within thirty (30) days of Company's invoice. All renewal fees are payable annually in advance. All amounts are non-refundable. Customer will pay all VAT, sales, use or similar taxes applicable to this transaction arising now or at any time in the future. Such amounts, if any, are not included in the License Fees. Unless Customer has an enterprise license as defined in any Order Form, at least sixty (60) days prior to the end of the Subscription Term, or at any time upon the reasonable request of Company, Customer will verify the number and location of End Users using the Software and if such number exceeds the number identified in the Order Form the License Fees will thereupon be increased accordingly based upon the then current rates charged by Company. If any undisputed fee due hereunder remains unpaid ten (10) days after its due date, Company may assess, and Customer shall pay, a finance charge of the greater of one (1) percent per month or the maximum rate allowable per applicable law on all undisputed amounts past due from the date that such amount became due and payable.

6. Indemnity. Subject to the terms herein, Company, at its own expense, shall defend Customer from any and all third party claims that the Software infringes or violates any third party intellectual property right in the country that Customer acquired a license to Software as set forth on the applicable Order Form and Company shall indemnify Customer from any amounts assessed against Customer in a resulting judgment or amounts to settle such claims, provided that Customer: (a) gives Company prompt written notice of any such claim; (b) permits Company to control and direct the defense or settlement of any such claim; and (c) provides Company all reasonable assistance in connection with the defense or settlement of any

such claim, at Company's expense. If Customer's use of the Software is (or in Company's opinion is likely to be) enjoined, Company, at its expense and in its sole discretion, may: (i) procure the right to allow Customer to continue to use the Software, or (ii) modify or replace the Software or infringing portions thereof to become non-infringing, or (iii) if neither (i) nor (ii) is commercially feasible, terminate Customer's right to use the affected portion of the Software and refund any License Fees paid by Customer during the then current Subscription Term but in no event greater than a three (3) year period. Notwithstanding the foregoing, Company shall have no obligations under this Section to the extent any infringement claim is based upon or arises out of: (A) any modification or alteration to the Software not made by Company or its contractors; (B) any combination or use of the Software with products or services not approved by Company in writing; (C) Customer's continuance of allegedly infringing activity after being notified thereof; (D) Customer's failure to use Updates made available by Company; and/or (E) use of the Software not in accordance with the applicable Documentation or the license granted hereby. The remedies set forth in this Section constitute Customer's sole and exclusive remedies, and Company's entire liability, with respect to infringement or misappropriation of third party intellectual property.

7. Ownership. The Software is licensed and not sold. Company and its licensors, as applicable, shall own and retain all right, title, and interest in and to the Software and Documentation, subject only to the license granted hereunder, all copies or portions thereof, and any derivative works thereof by whomever created. All suggestions or feedback provided by Customer, its employees, consultants or agents (including End Users) to Company with respect to the Software shall be Company's property and deemed Confidential Information of Company and Customer hereby assigns the same to Company.

Without limiting the foregoing, Customer, on behalf of itself and each End User acknowledges that the Software and Documentation may be protected by copyright and other intellectual property laws and may not be copied, reproduced, translated, or reduced to any electronic medium or machine readable form, in whole or in part, without the express written permission of Company, except as necessary for system backup and disaster recovery. The Software may be covered by one or more US and/or international patents, as well as copyright, and all rights under US and international patent and copyright laws are reserved to Company and its licensors. Customer shall not undertake or permit any action that will interfere with or diminish the right, title or interest of Company or its licensors in their trademarks, tradenames, copyright or patent rights or any of their rights under patent, trademark or copyright laws.

8. Term and Termination.

(a) **Subscription Term.** The term of each license of Software granted hereunder shall be the Subscription Term. Unless otherwise set forth on the applicable Order Form, a Subscription Term may be terminated by Customer upon written notice of termination delivered to Company not less than thirty (30) days prior to the end of the Initial Subscription Term or a Renewal Subscription Term. Upon termination of a Subscription Term, Customer shall destroy (or at Company's option, return) all copies of the Software and Documentation in its possession or control. If the Software and Documentation is destroyed, Customer shall submit a certification verifying the same to Company. Notwithstanding the foregoing, Customer shall be entitled to retain copies of the Confidential Information and Software for routine back-up and archival purposes, or otherwise as required by law, provided that all such information retained is subject to the confidentiality restrictions set forth in this Agreement in perpetuity.

(b) **Agreement Term.** This Agreement shall remain effective until terminated or until the Subscription Term under each Order Form expires whichever is earlier. This Agreement may be terminated by a party: (a) upon thirty (30) days written notice, if the other party materially breaches any provision of this Agreement and such breach remains uncured within such thirty (30) day period; or (b) effective immediately, if the other party ceases to do business, or otherwise terminates its business operations without a successor; or (c) effective immediately, if the other party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is filed against it and not dismissed within ninety (90) days. Upon termination of this Agreement, Customer shall destroy (or at Company's option, return) all copies of the Software and in its possession or control. If the Software and Documentation is destroyed, Customer shall submit a certification verifying the same to Company. Notwithstanding the foregoing, Customer shall be entitled to retain copies of the Confidential Information and Software for routine back-up and archival purposes, or otherwise as required by law, provided that all such information retained is subject to the confidentiality restrictions set forth in this Agreement in perpetuity.

(c) **Survival.** All Sections, definitions, terms and conditions necessary to enforce a Party's rights and obligations under this Agreement shall survive the termination or expiration of this Agreement. Additionally, Sections 1, 3, 6, 7, 8, 9, 10, 11, and 12 shall survive the termination or expiration of this Agreement.

9. Confidentiality and Data Protection. Each party (the "Receiving Party") agrees to keep the Confidential Information (as defined above) of the other party (the "Disclosing Party") in confidence and not to use such Confidential Information except in performing hereunder. Except as expressly authorized herein, the Receiving Party agrees to: (i) treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care; and (ii) disclose the Disclosing Party's Confidential Information only to those employees, contractors or professional advisors of the Receiving Party who have a need to know such information for the purposes of this Agreement, provided that any such employee and contractor shall be subject to a binding written agreement with respect to such Confidential Information at least as restrictive as the terms and conditions of this Agreement, and the Receiving Party shall remain

solely liable for any non-compliance of such employee or third party with the terms and conditions of this Agreement. During the Subscription Term, Company will maintain safeguards for protecting Customer's Confidential Information as described in Company's' privacy policy located at <https://www.litera.com/privacy-policy/>.

10. Warranties.

(a) Software Warranty. For a period of ninety (90) days from the date of delivery of Software to Customer, Company warrants that the Software substantially conforms to its published specifications described in the end user Documentation supplied by Company. This limited warranty extends only to the Customer who is the original Licensee. Customer's sole and exclusive remedy and the entire liability of Company and its suppliers and licensors under this limited warranty will be, at Company's option, repair or replacement of the Software, or if repair or replacement is not possible, to refund the License Fees paid for the Software upon the return and removal of all Software from servers and devices.

(b) Restrictions. The Software Warranty does not apply if the Software, or any portion thereof: (a) which has been altered, except by Company or its authorized representative, (b) has not been used, installed, operated, repaired, or maintained in accordance with the relevant license Agreement and/or published Documentation provided by Company, (c) which has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (d) which is licensed, for beta, evaluation, testing or demonstration purposes. Additionally, this warranty only applies to the original Licensee and does not apply to any bug, defect or error caused by or attributable to other software or hardware used with the Software not supplied by Company.

(c) Mutual Warranties. Each party represents and warrants to the other party that (i) it has the legal power to enter into this Agreement and (ii) it will not intentionally transmit to the other party any malicious code (except for malicious code first transmitted to the warranting party by the other party).

(d) DISCLAIMERS. EXCEPT FOR ANY LIMITED WARRANTY EXPRESSLY PROVIDED ABOVE, THE SOFTWARE, DOCUMENTATION, ANY RELATED SERVICES ARE PROVIDED "AS IS" AND COMPANY AND ITS LICENSORS PROVIDE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, DOCUMENTATION OR SERVICES. EXCEPT AS SPECIFIED IN THIS SECTION 11, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY COMPANY, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. FURTHER, COMPANY AND ITS LICENSORS DO NOT WARRANT THE RESULTS OF USE OF THE SOFTWARE OR DOCUMENTATION OR THAT THE SOFTWARE IS BUG/ERROR FREE OR THAT ITS USE WILL BE UNINTERRUPTED. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

11. Limitation of Liabilities. EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 6 (INDEMNITY) OR SECTION 9 (CONFIDENTIALITY), IN NO EVENT WILL ANY PARTY BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWSOEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE OR OTHERWISE AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 6 (INDEMNITY), OR SECTION 9 (CONFIDENTIALITY), IN NO EVENT SHALL ANY PARTY'S LIABILITY TO THE OTHER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, OR OTHERWISE, EXCEED THE LICENSE FEES RECEIVED BY COMPANY FROM CUSTOMER (AND IN THE CASE OF CUSTOMER FEES PAID AND DUE TO COMPANY OR ITS AUTHORIZED RESELLER) IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM, WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. Customer agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether Customer has accepted the Software or Documentation or any other product or service delivered by Company or its Authorized Resellers.

12. General

(a) Customer Records. Customer grants to Company and its independent accountants the right to examine Customer's books, records and accounts during Customer's normal business hours to verify compliance with this Agreement, provided that such examination does not occur more than once every twelve months. If such audit discloses non-compliance with this Agreement, Customer shall promptly pay to Company the appropriate License Fees, plus the reasonable cost of conducting the audit.

(b) Export. The Software and Documentation, including technical data, may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Software and Documentation.

(c) U.S. Government End User Purchasers. The Software and Documentation qualify as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, Customer may provide to Government end user or, if this Agreement is direct, Government end user will acquire, the Software and Documentation with only those rights set forth in this Agreement. Use of either the Software or Documentation or both constitutes agreement by the Government that the Software and Documentation are "commercial computer software" and "commercial computer software documentation," and constitutes acceptance of the rights and restrictions herein.

(d) Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to or application of choice of law rules or principles. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be the State and Federal courts with jurisdiction in the State of Illinois. Customer hereby agrees to service of process in accordance with the rules of such courts. Notwithstanding any choice of law provision or otherwise, the Uniform Computer Information Transactions Act (UCITA) and the United Nations Convention on the International Sale of Goods shall not apply. If any portion hereof is found to be void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

(e) Entire Agreement; Modifications. Except as expressly provided herein, this Agreement (specifically including any terms incorporated herein by reference) and each Order Form executed in connection herewith constitutes the entire Agreement between the parties with respect to the license of the Software and delivery of hosting or Support and Maintenance Services, if applicable. Except as expressly provided herein, this Agreement supersedes and cancels all previous written and oral agreements and communications relating the subject matter of this Agreement. Except as expressly provided herein, this Agreement may be amended only by a writing executed by both parties. In the event of a conflict between the terms and conditions of this Agreement and an Order Form, the more specific terms of the Order Form, if applicable, shall prevail. Without limiting the foregoing, the terms and conditions of this Agreement and the Order Form govern in the event of any conflict with a purchase order, if use of a purchase order is required by Customer. For avoidance of doubt, each Order Form executed by Customer that references this EULA by the effective date set forth above is incorporated herein by reference.

(f) Illegality. Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, that provision shall be modified, limited or eliminated to the minimum extent necessary and such declaration shall have no effect on the remaining terms hereof, which shall continue in full force and effect.

(g) Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

(h) Assignment. This Agreement is non-assignable unless the other party consents, which consent shall not be unreasonably withheld. Either party may assign this Agreement, without the consent of the other party, to a successor in interest in the event of a merger, acquisition or re-organization. Any action or conduct in violation of the foregoing shall be void and without effect.

(i) Legal Fees. In any action to enforce one's rights hereunder, the non-prevailing party shall pay the reasonable fees and expenses of the prevailing party.

(j) Notice. Any and all notices or other information to be given by one of the parties to the other shall be in writing and delivered (i) by electronic mail to Customer at the email address on the applicable Order Form and to Company at legal@litera.com (subject line: Notice under Terms of Use), or (ii) by certified mail (receipt requested), or hand delivery to the other party to the address set forth on the applicable Order Form. Such notices shall be deemed to have been received on the first business day following the day of such delivery. The address of either party may be changed at any time by giving ten (10) business days prior written notice to the other party in accordance with the foregoing.

(k) Equitable Relief. The parties agree that a material breach of this Agreement adversely affecting Company's intellectual property rights in Software or the Confidential Information of either party may cause irreparable injury to such party for which monetary damages would not be an adequate remedy and the non-breaching party shall be entitled to equitable relief (without a requirement to post a bond) in addition to any remedies it may have hereunder or at law.

PRODUCTS

[\(HTTP://WWW.LITERA.COM/PRODUCTS/\)](http://www.litera.com/products/)

Legal (<https://www.litera.com/products/legal/>)

[Change-Pro Premier](https://www.litera.com/products/legal/change-pro/)

[\(https://www.litera.com/products/legal/change-pro/\)](https://www.litera.com/products/legal/change-pro/)

SERVICES

[\(HTTP://WWW.LITERA.COM/SERVICES/\)](http://www.litera.com/services/)

Implementation & Training

[\(http://www.litera.com/services/implementation-training/\)](http://www.litera.com/services/implementation-training/)

DocER™ (<http://www.litera.com/services/doc-er/>)

RESOURCES

Resource Library

[\(http://www.litera.com/resources/\)](http://www.litera.com/resources/)

Blog

<http://blog.microsystems.com>

ABOUT US

[\(HTTP://WWW.US/\)](http://www.us/)

Our Story (<http://us/our-story/>)

Metadact[\(https://www.litera.com/products/legal/metadact/\)](https://www.litera.com/products/legal/metadact/)Contract Companion[\(https://www.litera.com/products/legal/contract-companion/\)](https://www.litera.com/products/legal/contract-companion/)Litigation Companion[\(https://www.litera.com/products/legal/litigation-companion/\)](https://www.litera.com/products/legal/litigation-companion/)Document Assembly[\(https://www.litera.com/products/legal/document-assembly/\)](https://www.litera.com/products/legal/document-assembly/)DocXtools[\(https://www.litera.com/products/legal/docxtools-for-legal/\)](https://www.litera.com/products/legal/docxtools-for-legal/)Secure Collaboration Suite[\(https://www.litera.com/products/legal/secure-collaboration-suite/\)](https://www.litera.com/products/legal/secure-collaboration-suite/)[Life Sciences \(https://www.litera.com/products/life-sciences/\)](https://www.litera.com/products/life-sciences/)[AxxiTRIALS \(https://www.litera.com/products/life-sciences/axxitrials/\)](https://www.litera.com/products/life-sciences/axxitrials/)[DocXtools \(https://www.litera.com/products/life-sciences/docxtools-for-life-sciences/\)](https://www.litera.com/products/life-sciences/docxtools-for-life-sciences/)Other services[\(http://www.litera.com/services/other-services/\)](http://www.litera.com/services/other-services/)Management Te [\(http://www.lite](http://www.lite)[us/management](http://www.litera.com/us/management)[Partners \(http://](http://www.litera.com/partners/)[us/partners/\)](http://www.litera.com/partners/)[Events \(/about-us](http://www.litera.com/about-us/events/)[events/\)](http://www.litera.com/about-us/events/)[Press Releases \(](http://www.litera.com/about-us/press-releases/)[releases\)](http://www.litera.com/about-us/press-releases/)[Careers \(http://](http://www.litera.com/about-us/careers/)[us/careers/\)](http://www.litera.com/about-us/careers/)

© 2018 Litara Corp. All
Rights Reserved.

[PRIVACY POLICY \(HTTP://WWW.LITERA.COM/PRIVACY-POLICY/\)](http://www.litera.com/privacy-policy/)[CONTACT US \(HTTP://WWW.LITERA.COM/CONTACT-US/\)](http://www.litera.com/contact-us/)

US: +1 630 598 1100

+44 (0)20 3890 2860

in
(http:
beta/
ⓧ
(http:

General Addendum to Amendment

This is an addendum to the amendment to the Agreement between LexisNexis, a division of Reed Elsevier, Inc., a.k.a. RELX, Inc. ("LN") and the Shasta County Public Defender ("Subscriber"), which Amendment is effective July 1, 2018 and is executed on June __, 2018, by LN and executed on June __, 2018, by Subscriber.

In the event of a conflict between this General Addendum to Amendment and the terms of the Amendment to the Agreement, any of its Exhibits, attachments, and other Addenda, the terms of this General Addendum to Amendment shall prevail.

Notwithstanding anything to the contrary in the Agreement, Subscriber shall not be prohibited from disclosing a record or document Subscriber is required to disclose pursuant to law.

IN WITNESS WHEREOF, Subscriber and LN have executed this General Addendum to Amendment on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this General Addendum to Amendment and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

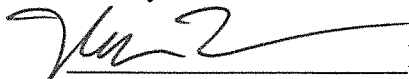
Date: _____

Les Baugh, CHAIRMAN
Board of Supervisors
County of Shasta
State of California


ATTEST:
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

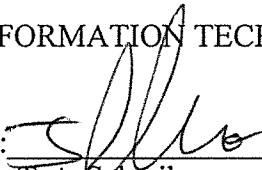
Approved as to form:
RUBIN E. CRUSE, JR
County Counsel

 Date: 6/11/18
By: Matthew M. McOmber
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  Date: 06/11/18
James Johnson
Risk Management Analyst III

INFORMATION TECHNOLOGY

By:  Date: 6-12-2018
Tom Schreiber
Chief Information Officer

LexisNexis, a division of RELX, Inc.

Date: _____

By: _____

TAX ID: on file