

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

November 6, 2007

**CHANGE NOTICE NO. 4
 OF
 CONTRACT NO. 071B2001214
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Reed Elsevier, Inc. PO Box 933 Dayton, OH 45401 brent.pyle@lexisnexus.com	TELEPHONE (800) 227-9597 x51895 Brent Pyle
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-8622 Malynda Little
Contract Compliance Inspector: Cindy Fournier (517) 335-0722 FournierC1@michigan.gov Electronic Legal Research Database Subscription Services - Department of Attorney General	
CONTRACT PERIOD: From: October 1, 2001 To: September 30, 2010	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

Effective immediately, the vendor contact is hereby changed to:

**Brent Pyle
 Telephone: (800) 227-9597 Ext. 51895
 Email: brent.pyle@lexisnexus.com**

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per vendor notification and agency request dated 11/2/2007.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,945,374.17

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIO S
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

September 28, 2007

**CHANGE NOTICE NO. 3
 OF
 CONTRACT NO. 071B2001214
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR		TELEPHONE (800) 227-9597 Brian Cummings
Reed Elsevier, Inc. PO Box 933 Dayton, OH 45401 Brian.Cummings@lexisnexis.com		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-8622 Malynda Little
Contract Compliance Inspector: Cindy Fournier (517) 335-0722 FournierC1@michigan.gov Electronic Legal Research Database Subscription Services - Department of Attorney General		
CONTRACT PERIOD: From: October 1, 2001		To: September 30, 2010
TERMS	N/A	SHIPMENT N/A
F.O.B.	N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A		

CHANGE (S): Effective immediately -

- (1) **DMB-Purchasing Buyer is changed to Malynda Little.**
- (2) **Vendor-Contact and Account Manager is changed to Brian Cummings, Account Manager, State & Local Government.**
- (3) **End-Date is now EXTENDED for an additional three (3) years, through 09/30/2010, with two (2) options to extend one (1) additional year.**
- (4) **Value is INCREASED by \$ 660,000.00, for an amount to be expended through the ending date of 09/30/2010, not to exceed a MAXIMUM TOTAL of \$ 1,945,374.17, as follows:**
 - **Contract Year 07 – State Fiscal Year (FY) 2008:
 Flat Cost Rate of \$17,789 per month (Total FY 2008 costs of \$ 213,468)**
 - **Contract Year 08 – State Fiscal Year (FY) 2009:
 Flat Cost Rate of \$18,323 per month (Total FY 2009 costs of \$ 219,876)**
 - **Contract Year 09 - State Fiscal Year (FY) 2010:
 Flat Cost Rate of \$18,873 per month (Total FY 2010 costs of \$ 226,476)**

(5) For continued access to on-line materials and service-menus that include:

LexisNexis Menu Reference	Description	Users	Sources
Sb0ba0	Lexis and Nexis (legal databases)	Unlimited users	See attached listing
Jlsmix	Lexis and Nexis – Smart Links Reports (Cert-Finder: individual personal information and history)	10 – users	See attached listing
Shepards'	Shepards' Citations Services (court case citations which cite another law or case)	Unlimited users	See attached listing

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME, including standards, and reporting requirements.

AUTHORITY / REASON:

Above terms and changes made pursuant to the:

- Department of the Attorney General's Purchase Request, dated 07/31/2007
- DMB-Purchasing Operations approval of Department's request, dated 07/31/2007
- State Administrative Board review and approval of above-terms, dated 09/18/2007

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES

March 31, 2004

P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2
OF
CONTRACT NO. 071B2001214
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (937) 865-6800 Rollin Goodpaster
Reed Elsevier, Inc. PO Box 933 Dayton, OH 45401		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-1646 Greg Faremouth
Contract Compliance Inspector: Cindy Fournier Online Legal Research – Department of Attorney General		
CONTRACT PERIOD: From: October 1, 2001 To: September 30, 2007		
TERMS	N/A	SHIPMENT N/A
F.O.B.	N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE (S):

Effective immediately, the Contract Buyer is also the Contract Administrator.

The individual previously known as the Contract Administrator is now called the Contract Compliance Inspector. All duties formerly identified as Contract Administrator duties are now encompassed within the Contract Compliance Inspector duties.

The Contract Compliance Inspector for this contract has been changed from Michael McDaniel to Cindy Fournier.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request (Cindy Fournier) and DMB/ACQUISITION SERVICES agreement.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,285,374.17

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

August 13, 2003

CHANGE NOTICE NO. 1
OF
CONTRACT NO. 071B2001214
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Reed Elsevier, Inc. PO Box 933 Dayton, OH 45401	TELEPHONE (937) 865-6800 Rollin Goodpaster
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-1218 Andre Morrow
Contract Administrator: Michael McDaniel Online Legal Research – Department of Attorney General	
CONTRACT PERIOD: From: October 1, 2001 To: September 30, 2007	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

The following changes to this contract are corrections previously agreed to during original contract negotiations, but were avertedly excluded in the final executed agreement:

“Limited Fixed Price Amendment for Government Market”

1. The number of seats was to be changed from 400 to 500
2. Section 1.2 was to be struck out in its entirety.

All other terms, conditions, and specifications remain unchanged.

AUTHORITY/REASON:

Per agency request (Iris Lopez), vendor’s mutual agreement (Rollin Goodpasture), DMB/ACQUISITION SERVICES, and provisions of the contract modification clause.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,285,374.17

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES

August 13, 2002

P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

NOTICE
OF
CONTRACT NO. 071B2001214
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Reed Elsevier, Inc. PO Box 933 Dayton, OH 45401	TELEPHONE (937) 865-6800 Rollin Goodpaster
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-1218 Andre Morrow
Contract Administrator: Michael McDaniel Online Legal Research – Department of Attorney General	
CONTRACT PERIOD: From: October 1, 2001 To: September 30, 2007	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

The terms and conditions of this Contract are those of this Contract. In the event of any conflict between the, Contract's terms and conditions and the terms on Vendor's forms, those of the State's Contract shall control.

Estimated Contract Value: \$1,285,374.17

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

CONTRACT NO. 071B2001214
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Reed Elsevier, Inc. PO Box 933 Dayton, OH 45401	TELEPHONE (937) 865-6800 Rollin Goodpaster VENDOR NUMBER/MAIL CODE BUYER (517) 241-1218 Andre Morrow
Contract Administrator: Michael McDaniel Online Legal Research – Department of Attorney General	
CONTRACT PERIOD: From: October 1, 2001 To: September 30, 2007	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of this Contract. In the event of any conflict between the, Contract’s terms and conditions and the terms on Vendor’s forms, those of the State’s Contract shall control. Estimated Contract Value: \$1,285,374.17	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of the Lexis-Nexis proposal solicited by the Attorney General’s office. A Purchase Order Form will be issued only as the requirements of the State Departments are submitted to the Office of Purchasing. Orders for delivery may be issued directly by the State Departments through the issuance of a Purchase Order Form.

FOR THE VENDOR:	FOR THE STATE:
Firm Name	Signature
Authorized Agent Signature	Kathryn Jones, Director Name
Authorized Agent (Print or Type)	Acquisition Services Title
Date	Date



ACQUISITION SERVICES
STATE OF MICHIGAN

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DEFINITION OF TERMS

TERMS	DEFINITIONS
Contract	A binding agreement entered into by the State of Michigan resulting from a vendor’s proposal; see also “Blanket Purchase Order.”
Contractor	The successful vendor who is awarded a Contract.
DMB	Michigan Department of Management and Budget
RFP	Request For Proposal - A term used by the State to solicit proposals for services such as consulting. Typically used when the requesting agency requires vendor assistance in identifying an acceptable manner of solving a problem.
ITB	Invitation to Bid - A generic form used by the Office of Purchasing to solicit quotations for services or commodities. The ITB serves as the document for transmitting the RFP to interested potential vendors.
Successful Vendor	The vendor(s) awarded a Contract as a result of a solicitation.
State	The State of Michigan For Purposes of Indemnification as set forth in section I-J, State means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.
Blanket Purchase Order	Alternate term for “Contract” used in the State’s Computer system (Michigan Automated Information Network [MAIN])
Expiration	Except where specifically provided for in the Contract, the ending and termination of the contractual duties and obligations of the parties to the Contract pursuant to a mutually agreed upon date.
Cancellation	Ending all rights and obligations of the State and Contractor, except for any rights and obligations that are due and owing.
Work Product	Work Product means any data compilations, reports, and any other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of and in furtherance of performing the services required by this Contract.



**SECTION I
CONTRACTUAL SERVICES TERMS AND CONDITIONS**

I-A PURPOSE

The purpose of this Contract (CONTRACT) is to obtain necessary products and services for **Electronic Online Legal Research Access**.

This contract is the following type: -- **Fixed Price Contract**

I-B TERM OF CONTRACT

The State of Michigan is not liable for any cost incurred by any vendor prior to signing of a Contract by all parties. The activities of **Electronic Online Legal Research Access** in this Contract shall cover the period of **10-01-01 through 09-30-07**. The State fiscal year is October 1st through September 30th. The Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations.

I-C ISSUING OFFICE

This CONTRACT is issued by the State of Michigan, Department of Management and Budget (DMB), Office of Acquisition Services (OAS), for the State of Michigan, Department of Attorney General. Where actions are a combination of those of the OAS and Department of Attorney General, the authority will be known as the State.

The OAS is the sole point of contact in the State with regard to all procurement and contractual matters relating to the services described herein. The OAS is the only office authorized to change, modify, amend, alter, clarify, etc., the prices, specifications, terms, and conditions of this Contract. The OAS will remain the SOLE POINT OF CONTACT throughout the procurement process, until such time as the Director of OAS shall direct otherwise in writing. See Paragraph II-C below. All communications concerning this Contract must be addressed to:

Andre' K. Morrow, C.P.M., Buyer
 Technology and Professional Services Division
 DMB, Office of Acquisition Services
 2nd Floor, Mason Building
 P.O. Box 30026
 Lansing, MI 48909
morrowa@michigan.gov
 Phone (517) 241-1218 Fax (517) 335-0046



I-D CONTRACT ADMINISTRATOR

Upon receipt at the OAS of the properly executed Contract Agreement, it is anticipated that the Director of OAS will direct that the person named below or any other person so designated be authorized to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of this Contract implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications herein. The OAS retains that authority. The Contract Administrator for this project is:

Michael C. McDaniel, Asst. Attorney General for Litigation
Michigan Department of Attorney General
Executive Division
525 West Ottawa, Seventh Floor
PO Box 30212
Lansing, MI 48909
mcdanielm@michigan.gov
(517) 241-9137

I-E COST LIABILITY

The State of Michigan assumes no responsibility or liability for costs incurred by the Contractor prior to the signing of this agreement. Total liability of the State is limited to the terms and conditions of this Contract.

I-F CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities offered in their proposal whether or not that Contractor performs them. Further, the State will consider the Prime Contractor to be the sole point of contact with regard to contractual matters, including but not limited to payment of any and all costs resulting from the anticipated Contract. If any part of the work is to be subcontracted, the contractor must notify the state and identify the subcontractor(s), including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The State reserves the right to approve subcontractors for this project and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract.

I-G NEWS RELEASES

News releases pertaining to this document or the services, study, data, or project to which it relates will not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the program are to be released without prior approval of the State and then only to persons designated.



I-H DISCLOSURE

All information in a vendor’s proposal and any Contract is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.*

I-I ACCOUNTING RECORDS

The Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three (3) years from the expiration date and final payment on the Contract or extension thereof.

I-J INDEMNIFICATION

1. General Indemnification

The Contractor shall indemnify, defend and hold harmless the State from and against all lawsuits, liabilities, damages and claims or any other proceeding brought against the State by any third party (which for the purposes of this provision shall include, but not be limited to, employees of the State, the Contractor and any of its subcontractors), and all related costs and expenses (including reasonable attorneys’ fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

- (a) any breach of this Contract or negligence or intentional tortious act by the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable, in the performance of this Contract;
- (b) the death or bodily injury of any person or the damage, loss or destruction of any real or personal property in connection with the performance of this Contract by the Contractor, or any of its subcontractors, or by anyone else for whose acts any of them may be liable provided, and to the extent that the injury or damage was caused by the fault or negligence of the Contractor.
- (c) any act or omission of the Contractor or any of its subcontractors in their capacity as an employer in the performance of this Contract;
- (d) any claim, demand, action or legal proceeding against the State arising out of or related to occurrences, if any, that the Contractor is required to insure against as provided in this Contract.
- (e) For purposes of this Section, the terms “indemnity” or “indemnification” as it relates to Contractor shall mean and refer to the obligations of Contractor at its expense, to defend **and pay any judgment/fine or settle**, any action or



proceeding of any kind or description based on upon a third party's claim of death or personal injury to any person, property damage or infringement of intellectual property, or to reimburse the reasonable expenses, **including in-side or outside counsel**, incurred in good faith by the State to preserve the legal positions and interests of the State and Contractor, in proportion to the negligence or willful misconduct of Contractor asserted against the State by such third party provided: (i) once the State knows of a claim, Contractor is given prompt notice of any such claim; (ii) Contractor is given the right to control and direct the investigation, defense and settlement, **as described below**, of each such claim; and (iii) for intellectual property claims, all use of the Contractor's Online Services was in accordance with the terms **of this Contract**. The State, at the expense of Contractor, shall reasonably cooperate with Contractor in connection with the foregoing.

- (F) Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the Contractor's attorney represents the State pursuant to this Section, the Contractor's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan

- (G) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim, which approval shall not be unreasonably withheld.

- (H) The State shall be entitled to participate in the defense of any such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense.

- (I) To the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law.

- (J) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract. The State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to this Section if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Section.



2. Indemnification Obligation Not Limited

In any and all claims against the State by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker’s disability compensation acts, disability benefits acts, or any other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

3. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.

I-K LIMITATION OF LIABILITY

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not be applicable for claims arising out of gross negligence, willful misconduct, or Contractor’s indemnification responsibilities to the State as set forth in Section I-J with respect to third party claims, action and proceeding brought against the State.

I-L NON INFRINGEMENT/COMPLIANCE WITH LAWS

The Contractor warrants that, except with respect to claims and litigation currently pending by freelance authors against publishers and database vendors with respect to certain articles written by freelance authors and made available by the publishers as part of the Contractor’s online services, in performing the services called for by this Contract it will not violate any applicable law, rule, or regulation, any contracts with third parties, or any intellectual rights of any third party, including, but not limited to, any United States patent, trademark, copyright, or trade secret.

I-M WARRANTIES AND REPRESENTATIONS

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;



3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor has not provided any gifts, payments or other inducements to any officer, employee or agent of the State;

I-N TIME IS OF THE ESSENCE

The Contractor agrees that time is of the essence in the performance of the Contractor’s obligations under this Contract.

I-O WORK PRODUCT AND OWNERSHIP (N/A)

1. Work Products shall be considered works made by the Contractor for hire by the State and shall belong exclusively to the State and its designees, unless specifically provided otherwise by mutual agreement of the Contractor and the State. If by operation of law any of the Work Product, including all related intellectual property rights, is not owned in its entirety by the State automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to the State and its designees the ownership of such Work Product, including all related intellectual property rights. The Contractor agrees to provide, at no additional charge, any assistance and to execute any action reasonably required for the State to perfect its intellectual property rights with respect to the aforementioned Work Product.
2. Notwithstanding any provision of this Contract to the contrary, any preexisting work or materials including, but not limited to, any routines, libraries, tools, methodologies, processes or technologies (collectively, the “Development Tools”) created, adapted or used by the Contractor in its business generally, including any all associated intellectual property rights, shall be and remain the sole property of the Contractor, and the State shall have no interest in or claim to such preexisting work, materials or Development Tools, except as necessary to exercise its rights in the Work Product. Such rights belonging to the State shall include, but not be limited to, the right to use, execute, reproduce, display, perform and distribute copies of and prepare derivative works based upon the Work Product, and the right to authorize others to do any of the foregoing, irrespective of the existence therein of preexisting work, materials and Development Tools, except as specifically limited herein.



3. The Contractor and its subcontractors shall be free to use and employ their general skills, knowledge and expertise, and to use, disclose, and employ any generalized ideas, concepts, knowledge, methods, techniques or skills gained or learned during the course of performing the services under this Contract, so long as the Contractor or its subcontractors acquire and apply such information without disclosure of any confidential or proprietary information of the State, and without any unauthorized use or disclosure of any Work Product resulting from this Contract.

I-P CONFIDENTIALITY OF DATA AND INFORMATION

1. All financial, statistical, personnel, technical and other data and information relating to the State’s operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State’s procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor’s data and information are deemed by the State to be adequate for the protection of the State’s confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this section.

2. The Contractor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Contractor without restriction, (3) information independently developed or acquired by the Contractor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Contractor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

I-Q REMEDIES FOR BREACH OF CONFIDENTIALITY

The Contractor acknowledges that a breach of its confidentiality obligations as set forth in section I-Q of this Contract, shall be considered a material breach of the Contract. Furthermore the Contractor acknowledges that in the event of such a breach the State shall be irreparably harmed. Accordingly, if a court should find that the Contractor has breached or attempted to breach any such obligations, the Contractor will not oppose the entry of an appropriate order restraining it from any further breaches or attempted or threatened breaches. This remedy shall be in addition to and not in limitation of any other remedy or damages provided by law.



I-R CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him/her from claims set forth below which may arise out of or result from the Contractor's operations under the Contract (Purchase Order), whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' disability compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other State the Contractor shall have insurance or participate in a mandatory State fund to cover the benefits payable to any such employee.
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees.
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees, subject to limits of liability of not less than \$300,000.00 each occurrence and, when applicable \$1,000,000.00 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
- (4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000.00 each occurrence for non-automobile hazards and as required by law for automobile hazards.
- (5) Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$300,000.00 each occurrence and when applicable, \$1,000,000.00 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the Contract (Purchase Order).

BEFORE STARTING WORK THE CONTRACTOR'S INSURANCE AGENCY MUST FURNISH TO THE DIRECTOR OF THE OFFICE OF PURCHASING, ORIGINAL CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled until at least fifteen days prior written notice bearing the Contract Number or Purchase Order Number has been given to the Director OAS.



I-S NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

I-T CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

1. **Material Breach by the Contractor.** In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.



2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.

5. Approval(s) Rescinded. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 4-6. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.



I-U RIGHTS AND OBLIGATIONS UPON CANCELLATION

1. If the Contract is canceled by the State for any reason, the Contractor shall, (a) stop all work as specified in the notice of cancellation, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Work Product or other property derived or resulting from the Contract that may be in the Contractor's possession, (c) return all materials and property provided directly or indirectly to the Contractor by any entity, agent or employee of the State, (d) transfer title and deliver to the State, unless otherwise directed by the Contract Administrator or his or her designee, all Work Product resulting from the Contract, and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or cancellation settlement costs, to the maximum practical extent, including, but not limited to, canceling or limiting as otherwise applicable, those subcontracts, and outstanding orders for material and supplies resulting from the canceled Contract.

2. In the event the State cancels this Contract prior to its expiration for its own convenience, the State shall pay the Contractor for all charges due for services provided prior to the date of cancellation and if applicable as a separate item of payment pursuant to the Contract, for partially completed Work Product, on a percentage of completion basis. In the event of a cancellation for cause, or any other reason under the Contract, the State will pay, if applicable, as a separate item of payment pursuant to the Contract, for all partially completed Work Products, to the extent that the State requires the Contractor to submit to the State any such deliverables, and for all charges due under the Contract for any cancelled services provided by the Contractor prior to the cancellation date. All completed or partially completed Work Product prepared by the Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and the Contractor shall be entitled to receive just and fair compensation for such Work Product. Regardless of the basis for the cancellation, the State shall not be obligated to pay, or otherwise compensate, the Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

3. If any such cancellation by the State is for cause, the State shall have the right to set-off against any amounts due the Contractor, the amount of any damages for which the Contractor is liable to the State under this Contract or pursuant to law and equity.

4. Upon a good faith cancellation, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Work Product under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.



I-V EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable thereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.



I-W ASSIGNMENT

The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the State Purchasing Director.

I-X DELEGATION

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named in the bid unless the State Purchasing Director has given written consent to the delegation.

I-Y NON-DISCRIMINATION CLAUSE

In the performance of any Contract or purchase order resulting herefrom, the vendor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The vendor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, *et seq.* and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq.* and any breach thereof may be regarded as a material breach of the Contract or purchase order.

I-Z MODIFICATION OF SERVICE

The Director of OAS reserves the right to modify this service during the course of this Contract. Such modification may include adding or deleting tasks that this service shall encompass and/or any other modifications deemed necessary.

This Contract may not be revised, modified, amended, extended, or augmented, except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party. Nothing in the foregoing sentence shall be construed to include changes to Contractor's general terms and conditions described in Exhibit A to Contractor's Subscription Agreement, based on changes in corporate policy or required by changes in the law or valid court order. Notwithstanding the foregoing Contractor shall not change Exhibit A or in any way change Exhibit A to restrict or otherwise undermine this Contract. In addition, if any such change is made they will be made for all Contractor's subscribers, irrespective of size, type (government or private entities) or location.



The State reserves the right to request from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. The Contractor shall provide a change order process and all requisite forms. The State reserves the right to negotiate the process during contract negotiation. At a minimum, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

1. Within five (5) business days of receipt of a request by the State for any such change, or such other period of time as to which the parties may agree mutually in writing, the Contractor shall submit to the State a proposal describing any changes in products, services, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The price adjustment shall be based on a good faith determination and calculation by the Contractor of the additional cost to the Contractor in implementing the change request less any savings realized by the Contractor as a result of implementing the change request. The Contractor's proposal shall describe in reasonable detail the basis for the Contractor's proposed price adjustment, including the estimated number of hours by task by labor category required to implement the change request.
2. If the State accepts the Contractor's proposal, it will issue a change notice and the Contractor will implement the change request described therein. The Contractor will not implement any change request until a change notice has been issued validly. The Contractor shall not be entitled to any compensation for implementing any change request or change notice except as provided explicitly in an approved change notice.
3. If the State does not accept the Contractor's proposal, the State may:
 - a) withdraw its change request; or
 - b) modify its change request, in which case the procedures set forth above will apply to the modified change request.

If the State requests or directs the Contractor to perform any activities that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to so notify the State prior to commencing performance of the requested activities, any such activities performed before notice is given by the Contractor shall be conclusively considered to be In-scope Services, not New Work.



If the State requests or directs the Contractor to perform any services or functions that are consistent with and similar to the services being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the scope of the Contractor's responsibilities and charges as set forth in the Contract, then prior to performing such services or function, the Contractor shall promptly notify the State in writing that it considers the services or function to be an "Additional Service" for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing such services or functions. If the Contractor does so notify the State, then such a service or function shall be governed by the change request procedure set forth in the preceding paragraph.

IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATIONS.

I-AA NOTICES

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

For the Contractor:

Rollin Goodpaster, Government Account Manager
 LexisNexis PO Box 933
 Dayton, OH 45401
 (937) 865-6800

With a Copy to:

Attn: Customer Legal Services
 PO Box 933
 Dayton, OH 45401

For the State:

Andre' K. Morrow, C.P.M., Buyer
 Technology and Professional Services Division
 DMB, Office of Acquisition Services 2nd Floor, Mason Building
 P.O. Box 30026
 Lansing, MI 48909
morrowa@michigan.gov (517) 241-1218

Either party may change its address where notices are to be sent giving written notice in accordance with this section.



I-BB ENTIRE AGREEMENT

The contents of this Contract agreement will become contractual obligations upon execution of this agreement. Failure of the Contractor to accept these obligations may result in cancellation of the award.

This Contract agreement shall represent the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

I-CC NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of this Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the Contract.

I-DD SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

I-EE HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

I-FF RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

I-GG UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board.

A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.



I-HH SURVIVOR

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

I-II GOVERNING LAW

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

I-JJ CONTRACT DISTRIBUTION

The OAS shall retain the sole right of Contract distribution to all State agencies and local units of government unless the OAS authorizes other arrangements.

I-KK STATEWIDE CONTRACTS

If the contract is for the use of more than one agency and if the goods or services provided under the contract do not meet the form, function and utility required by an agency, that agency may, subject to state purchasing policies, procure the goods or services from another source.



SECTION II
WORK STATEMENT

II-A OBJECTIVE

This Contract is for the providing of Online Services and the materials available therein from the Electronic Legal Research Access to Lexis-Nexis including all libraries with exception of *Dun & Bradstreet Full Financial*, *CCH*, *BNA*, *EIU*, and *Bloomberg*, with unlimited number of State of Michigan (SOM) Department users for unlimited periods of time. This Contract shall also include up to 10 approved users per Department for library "CertiFinder". Lexis access shall be available from any location.

Additional Services Include:

- ✓ Unlimited use of the Shepard's and Auto-Cite Services
- ✓ Unlimited linking to any document by the cite (Lexwee, Lexstat)
- ✓ Unlimited on-line printing, off-line printing, emailing, faxing or downloading to disk
- ✓ Unlimited Eclipse search and printing (clipping service)
- ✓ Telephonic or on-site training and support
- ✓ 24 hour/7 day customer service support
- ✓ Unlimited Lexis-Nexis software for home and/or office

All new materials within the contractual library menu shall be added to the SOM's access automatically. The State reserves the right to add new technologies at a negotiated price. The SOM shall also reserve the right to cancel this agreement in whole or in part, with 30 day written pre-notification, should the service no longer be required by the SOM, with no penalty and with full remaining credit due the SOM.

Any special access charges not covered by this Contract Agreement shall be itemized and invoiced separately from the established monthly charge listed in the attached Lexis-Nexis Subscription Agreement Price Schedule; Exhibit B to the Lexis-Nexis Subscription Agreement for State/Local Government Per Search Pricing.



II-B SUPPORT

Dedicated Account Team:

- ✓ Account Manager, Rollin Goodpaster
- ✓ Asst. Account Manager, Lisa Blankenship
- ✓ Manager, Dennis Brown
- ✓ Research Consultant, Brian Cummings
- ✓ Research Consultant Manager, Jamie Hammill

Customer Service and Complementary Technical Support:

- ✓ Toll-free, 24-hour, 7 days a week search assistance staffed by dedicated, knowledgeable customer service reps including attorneys, paralegals and technical specialists
- ✓ Toll-free, 24-hour technical support to answer SOM technical questions regarding the installation and configuration of Lexis-Nexis products
- ✓ Service Express: On-the-spot ID issuing

Comprehensive Personalized Training includes:

- ✓ Free Seminars SOM participants can schedule whenever and where ever it is most convenient for the State
- ✓ Expert Consultants to lead each of the seminars
- ✓ A Customized Curriculum will be designed for the SOM participants to cover the topical areas that are of most interest to the State. These personalized courses allow the participants to proceed at their own pace.

II-C CONTRACT PAYMENT

Annual monthly costs shall be as follows for duration of Contract.

YEAR 01: 10-01-01--09-30-2002 @ \$15,500.00 PER MONTH (\$186,000.00)

YEAR 02: 10-01-02--09-30-2003 @ \$16,275.00 PER MONTH (\$195,300.00)

YEAR 03: 10-01-03--09-30-2004 @ \$17,088.75 PER MONTH (\$205,065.00)

YEAR 04: 10-01-04--09-30-2005 @ \$17,943.19 PER MONTH (\$215,318.25)

YEAR 05: 10-01-05--09-30-2006 @ \$19,378.64 PER MONTH (\$232,543.80)

YEAR 06: 10-01-06--09-30-2007 @ \$20,928.93 PER MONTH (\$251,147.16)

All prices/rates quoted included within this CONTRACT will be firm for the duration of the Contract. No price changes will be permitted.



 
**LIMITED FIXED PRICE AMENDMENT
 FOR GOVERNMENT MARKET**

LexisNexis, a division of Reed Elsevier Inc. ("LN") and Michigan Department Of Attorney General ("Subscriber") agree to amend the Subscription Agreement (the "Agreement") previously or simultaneously executed between LN and Subscriber by adding to the Agreement the following terms and conditions (the "Amendment"), retroactively effective October 1, 2001, and continuing for 72 full calendar months (the "Term").

1. PLATFORM AND MENUS

1.1 In exchange for Subscriber's commitment to pay the following monthly amounts to LN (the "Total Monthly Commitment"), Subscriber will have access to and use of the materials, features and services available in the menus listed below ("Preferred Services"). During the Term, the Total Monthly Commitment will cancel and supercede the Information Charges in Section 1 of the State and Local Government Per Search Price Schedule (the "Price Schedule") for all access to and use of the Preferred Services.

PREFERRED SERVICES			
MENU DESCRIPTION	MENU NUMBER	PLATFORM	NUMBER OF SEATS
Lexis & Nexis w/ full Shepard's-Legal News, Financial, and all inclusive public records	SB0BA0	Online and lexis.com	400
CertiFinder	W5BCRT	Online and lexis.com	10

TERM - # OF FULL CALENDAR MONTHS	TOTAL MONTHLY COMMITMENT
12	\$ 15,500.00
12	\$ 16,275.00
12	\$ 17,088.55
12	\$ 17,943.19
12	\$ 19,378.64
12	\$ 20,928.93

1.2 During the Term, LN will review Subscriber's actual monthly use of the Preferred Services ("Actual Use") computed in accordance with the Price Schedule. In the event the Actual Use exceeds ten (10) times the Total Monthly Commitment for three (3) consecutive months, LN and Subscriber will renegotiate in good faith the terms and conditions of this Amendment.

1.3 This Amendment relates only to the Subscriber billing account numbers and locations (the "Participating Billgroups") listed below. Only employees of the Participating Billgroups will be entitled to access the Preferred Services. Each identification number issued will be used solely by the individual for which it was issued and will not be shared under any circumstances.

BILGROUP #	LOCATION (CITY AND STATE)	PLATFORM
115NVB	LANSING, MICHIGAN	lexis.com

2. CLOSED OFFER

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

3. CONFIDENTIAL INFORMATION

Subject to the Michigan Freedom of Information Act (1976 Public Act No. 442, as amended, MCL 15.231, *et seq*), this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the terms and conditions 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.



4. INTERRUPTION OF SERVICE

In the event the Preferred Services are interrupted or unavailable to Subscriber for more than eight (8) consecutive hours due to no fault of Subscriber ("downtime"), excluding scheduled downtime, LN will provide Subscriber with a pro-rata credit or refund (whichever is applicable) for all downtime in excess of eight (8) hours.

5. ADDITIONAL TERMS

5.1 The Participating Billgroups will not be eligible for other discounts or aggregated with use of or charges for other non-participating billgroups.

5.2 During the Term, the Monthly Subscription Charge in Section 3 of the Price Schedule will be waived.

5.3 The Agreement and this Amendment may be terminated by Subscriber on the first day of any calendar month upon thirty (30) days prior written notice to LN, except that this Amendment may be terminated by Subscriber effective (a) as of the date of any increase in the Total Monthly Commitment, other than an annual increase pursuant to Section 1.1, provided LN has received at least ten (10) days notice thereof from Subscriber prior to that date or (b) ten (10) days after LN receives notice thereof from Subscriber in the event LN discontinues a significant portion of the Materials or features in the Preferred Services pursuant to Section 5.4 below.

5.4 LN may discontinue offering to Subscriber any of the materials or features currently part of the Preferred Services. In the event LN discontinues a significant portion of the Materials or features Subscriber uses in the ordinary course of business, Subscriber may terminate this Amendment at its option pursuant to Section 5.3b above.

5.5 Upon expiration or termination of this Amendment, the Participating Billgroup and all identification numbers will be deactivated and Subscriber will not incur any charges after the expiration or termination date, unless otherwise agreed to by both parties in writing.

5.6 Notwithstanding anything to the contrary in Sections 5.1 or 5.3 of Exhibit A to the Agreement, notices regarding all material changes shall be provided in writing and directed to:

Andre' K. Morrow, C.P.M. Buyer
Technology and Professional Services Division
DMB Office of Purchasing
2nd Floor, Mason Building
P.O. Box 30026
Lansing, MI 48909

5.7 Notwithstanding anything to the contrary in Section 5.6 of Exhibit A to the Agreement, the Agreement and this Amendment will be construed under and governed by Michigan law.

5.8 All capitalized terms not defined herein will have the meanings given to them in the Agreement, including the Price Schedule.

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

AGREED TO AND ACCEPTED BY:

MICHIGAN DEPARTMENT OF ATTORNEY GENERAL

BY: *Andre' K. Morrow*
NAME: Andre' K. Morrow, C.P.M.
TITLE: Buyer
DATE: 7-17-02

LexisNexis, a division of Reed Elsevier Inc.

BY: *Sarah Kruse*
NAME: SARAH KRUSE
TITLE: PRICING ANALYST
DATE: 31 July 02



**LexisNexis™ SUBSCRIPTION AGREEMENT AND ORDER FORM
STATE/LOCAL GOVERNMENT PER SEARCH PRICING
EFFECTIVE APRIL 1, 2002**



You may subscribe to the Online Services by agreeing to abide by the General Terms and Conditions and the Price Schedule attached hereto and incorporated herein, as Exhibits A and B, respectively. The General Terms and Conditions, State of Michigan Contract No. 071B2001214, Limited Fixed Price Amendment for Government Market and the Additional Terms represent the entire agreement for access to and use of the Online Services. The General Terms and Conditions are also set forth in the online TERMS library. In the event of a conflict or variation between the General Terms and Conditions attached hereto and those appearing in the TERMS library, the latter shall control. Your subscription is subject to acceptance by LexisNexis, which acceptance shall be evidenced by issuing one or more identification numbers to access the Online Services.

SUBSCRIBER

BY: _____
(AUTHORIZED SUBSCRIBER SIGNATURE)

NAME: _____

TITLE: _____

DATE: _____

CUSTOMER INFORMATION (Please type or print):

1. Organization Name: _____
2. Address: _____
3. County: _____
4. Country: _____
5. Telephone Number: _____
6. Telecopier Number: _____
7. Invoice Address (if different than 2) _____
8. Name of Contact and Telephone Number for the following:
 Installation: _____
 Billing: _____
 Policy/Legal Notification: _____
 Scheduling/Training: _____

Customer I.D. Information (Please type or print)		
ID Holders' Names (additional sheet attached <input type="checkbox"/>)	ID Holders' Titles/Positions	ID No. (LN to fill in)



**LEXIS-NEXIS SELECTIVE AND
LIMITED DISTRIBUTION LEGAL ADDENDUM**

FOR "5A" ACCESS



LEXIS-NEXIS Group, a division of Reed Elsevier Inc. ("LN") and

STATE OF MICHIGAN,
DEPARTMENT OF ATTORNEY
GENERAL

("Subscriber") hereby agree to revise the Subscription Agreement ("the Agreement") between LN and Subscriber by adding to the Agreement the terms and conditions set forth below.

1. TERM; TERMINATION

1.1 The term of this addendum (the "Addendum") shall begin on the date last written below ("Effective Date") and continue until the Agreement terminates, unless sooner terminated by either party in accordance with Section 1.2 below (the "Term").

1.2. Either party may terminate this Addendum on the first day of any calendar month by giving the other party at least 10 days prior written notice.

2. SELECTIVE AND LIMITED DISTRIBUTION MATERIALS

During the Term, LN shall provide Subscriber with access to and use of Selective and Limited Distribution materials. in accordance with the terms and conditions set forth below. These materials are known as the SELECT library, the 5A version of the CertiFINDER product and/or the 5A version of the SMARTLINX product.

3. AUTHORIZED USERS

Authorized users ("Authorized Users") who may access and use the SELECT library, the 5A version of the CertiFINDER product, and/or the 5A version of the SMARTLINX product shall include, but not be limited to, the organization's agencies, entities and individuals set forth on Exhibit A attached hereto and incorporated herein, as it may be amended by LN from time to time. Subscriber shall check the appropriate line item(s) on Exhibit A which best describes it as an Authorized User.

4. AUTHORIZED USE

Authorized use ("Authorized Use") of the SELECT library, the 5A version of the CertiFINDER product, and/or the 5A version of the SMARTLINX product shall include, but not be limited to, the authorized uses set forth in Exhibit B, attached hereto and incorporated herein as it may be amended by LN from time to time. Subscriber shall check the appropriate line item(s) on Exhibit B that best describes its Authorized Use of these materials.

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5. CERTIFICATION

5.1. Subscriber hereby certifies that on the Effective Date it is an Authorized User for purposes of accessing and using one or more of the following selective and limited distribution products: SELECT library, the 5A version of the CertiFINDER product, and/or the 5A version of the SMARTLINX product. Subscriber further certifies that all access to and use of these materials shall be an Authorized Use in accordance with Section 4 above and Exhibit B.

5.2. Subscriber hereby certifies that under no circumstances, without the written consent of LN, shall it disseminate or redistribute the materials accessed in the SELECT library, the 5A version of the CertiFINDER product, and/or the 5A version of the SMARTLINX product to any other department, organization, agency, entity or individual (inside or outside of Subscriber's organization) that is not an Authorized User or to any Authorized User who may use these materials in any manner outside the scope of Authorized Use. Subscriber further certifies that no identification number for access to or use of the SELECT library, the 5A version of the CertiFINDER product, and/or the 5A version of the SMARTLINX product will be shared, utilized or otherwise transferred to any other individual or entity and such identification numbers will be used solely by the individual for which it was issued.

5.3. In the event Subscriber fails to qualify as an Authorized User at any time during the Term, or uses the SELECT library, the 5A version of the CertiFINDER product, and/or the 5A version of the SMARTLINX product outside the scope of Authorized Use, LN reserves the right to terminate this Addendum immediately upon notice to Subscriber.

6. PROHIBITED ACCESS; WARRANTIES AND DEFENSE OF CLAIMS

6.1 Subscriber shall access and use the SELECT library via LEXIS-NEXIS proprietary communications software only and is hereby prohibited from accessing these materials via the Internet or sending the results via email or FTP.

6.2 Subscriber may access and use the 5A version of the CertiFINDER product or the 5A version of the SMARTLINX product via the Internet or send the results via email or FTP provided Subscriber uses the required level of encryption technology established by LN.

6.3 Subscriber hereby certifies and warrants that all access to and use of the SELECT library, the 5A version of the CertiFINDER product, and/or the 5A version of the SMARTLINX product shall comply with Section 6.1 and 6.2 above.

~~6.4 In the event there is a breach of the warranty in Section 6.3 above and a third party claim or cause of action is directed against LN, Subscriber shall defend, or at its option, settle any action or proceeding based upon the third party claim provided: (a) Subscriber is given prompt notice of any such claim; (b) the claim or cause of action was not cause in whole or in part by LN; and (c) Subscriber is given the right to control and direct the investigation, defense and settlement of each such claim. LN, at the expense of Subscriber, shall reasonably cooperate with Subscriber in connection with the foregoing.~~
6/13/02 *7/17/02* *JK 7/13/02*

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7. GENERAL

7.1. Upon the written request of LN, Subscriber shall re-certify as to whether or not it is an Authorized User and, that all use of the SELECT library, the 5A version of the CertiFINDER product, and/or the 5A version of the SMARTLINX product shall be within the scope of Authorized Use.

7.2. All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

7.3. Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict or inconsistency between the Agreement and this Addendum, this Addendum shall prevail.

AGREED TO AND ACCEPTED BY:

STATE OF MICHIGAN,
 DEPARTMENT OF ATTORNEY GENERAL
SUBSCRIBER
 BY: *Andre K. Morrow, C.P.M.*
 NAME: Andre' K. Morrow, C.P.M.
 TITLE: Buyer, Acquisition Services
 DATE: December 4, 2001 7-17-02

LEXIS-NEXIS Group, a division of Reed Elsevier Inc.
 BY: *Sarah Kruse*
 NAME: SARAH KRUSE
 TITLE: PRICING ANALYST
 DATE: 31 July 02

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EXHIBIT A

LEXIS-NEXIS SELECTIVE & LIMITED DISTRIBUTION
AUTHORIZED USER LIST

Authorized Users shall include, but not be limited to, the following as this Exhibit may be amended by LN from time to time (please check the item which best describes the Subscriber):

- federal law enforcement agencies such as the Federal Bureau of Investigation, the Secret Service, the Drug Enforcement Administration and the Bureau of Alcohol, Tobacco and Firearms;
- state, county, and local law enforcement agencies such as the state police, state highway patrol, county sheriff, city police departments, and township police departments;
- federal, state, county, and local courts (bankruptcy, juvenile, domestic relations, etc.);
- federal government agencies with limited law enforcement responsibilities such as the Internal Revenue Service, Health and Human Services, Federal Trade Commission, and the Social Security Administration;
- state, county, and local government agencies with limited law enforcement responsibilities such as state, county and local welfare offices, state, county and local employment offices, and state, county, and local social services offices;
- public or private corporations under contract to one or more government agencies to support or function as a welfare, employment, or social service agency on behalf of a government agency;
- public or private corporations who investigate claims of fraud, theft, or other crimes;
- public or private corporations who verify the identities of individuals in an effort to prevent/reduce incidents of fraud, theft, or other crimes;
- licensed professionals, including attorneys, paralegals working for licensed attorneys, and investigators, who investigate or prosecute crimes or civil offenses; or
- licensed professionals, including attorneys, paralegals working for licensed attorneys, and investigators, who are involved in the administration of estates, or the liquidation of assets, including pension funds, or trustees in bankruptcies.
- other* (DESCRIBE) _____

State of Michigan

Department of Attorney General

Subscriber

Name: Andre' K. Morrow, C.P.M.

By: Andre' K. Morrow, C.P.M. Date: December 4, 2001 7-17-02

* If Subscriber does not fall under one of the descriptions set forth above, then Subscriber may, by describing its organization and executing this Addendum, request that LN determine its eligibility for access to the Materials. If determined by LN to be eligible for access to Materials, this determination shall be evidenced by LN executing this Addendum containing Subscriber's description of its organization.



EXHIBIT B

LEXIS-NEXIS SELECTIVE & LIMITED DISTRIBUTION
AUTHORIZED USE LIST

Authorized Use shall be limited to the activities described below and indicated on this Exhibit, as may be amended by LN from time to time (please check only those items which apply to Subscriber):

- location of witnesses, suspects, informants, criminals, parolees in criminal investigations;
- location of witnesses, parties in civil actions;
- location of non-custodial spouses allegedly owing child support or ex-spouses allegedly owing spousal support;
- location of individuals alleged to have failed to pay taxes or other lawful debts;
- location of witnesses, suspects, or victims of fraud, theft, or identity theft;
- location of witnesses, suspects, informants in investigations involving national security matters;
- verification of identity in criminal and civil investigations;
- verification of identity in credit, financial, employment, securities or insurance transactions;
- verification of identity in national security matters; or
- transactions similar to those described above, subject to prior review and approval by LEXIS-NEXIS* (DESCRIBE)

STATE OF MICHIGAN
DEPARTMENT OF ATTORNEY GENERAL

Subscriber

By: Andre' K. Morrow, C.P.M.
Name: Andre' K. Morrow, C.P.M.

Date: December 4, 2001 7-17-02

* Subscriber may propose uses not listed above. Such proposed uses must be accepted by LN, as evidenced by LN executing this Addendum, including a description of the proposed uses, for such proposed uses to constitute Authorized Uses under this Addendum.



EXHIBIT A TO LexisNexis™ SUBSCRIPTION AGREEMENT
General Terms and Conditions
State/Local Government Per Search Pricing
April 1, 2002

The following terms and conditions govern your use of the LexisNexis services (the "Online Services") and the materials available therein ("Materials"):

1. LICENSE; RESTRICTIONS ON USE

1.1 You are granted a nonexclusive, nontransferable, limited license to access and use for research purposes the Online Services and Materials from time to time made available to you. This license includes:

(a) The right to electronically display Materials retrieved from the Online Services to no more than one person at a time, subject to the Supplemental Terms for Specific Materials;

(b) The right to obtain a printout of Materials via printing commands of the Online Services and to create a single printout of Materials downloaded via downloading commands of the Online Services (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 or territories (collectively, "Authorized Legal Materials"), the right to retrieve via downloading commands of the Online Services and store in machine-readable form, primarily for one person's exclusive use, a single copy of insubstantial portions of those Materials included in any individual file to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms for Specific Materials;

(d) With respect to Materials that are United States patents ("Authorized Patent Materials"), the right to retrieve via downloading commands of the Online Services and store in machine-readable form, primarily for one person's exclusive use, a single copy of not more than 200 patents at any one time; and

(e) With respect to all Materials other than Authorized Legal Materials and Authorized Patent Materials, the right to retrieve via downloading commands of the Online Services and store in machine-readable form for no more than 90 days, primarily for one person's exclusive use, a single copy of insubstantial portions of those Materials included in any individual file to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms for Specific Materials.

1.2 To the extent permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms for Specific Materials, you 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 are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Online Services. You may not print or download Materials without using the printing or downloading commands of the Online Services.

1.4 All right, title, and interest (including all copyrights and other intellectual property rights) in the Online Services and Materials (in both print and machine-readable forms) belong to the provider of the Online Services or its third party suppliers of materials. You acquire no proprietary interest in the Online Services, Materials, or copies thereof.

1.5 Except as specifically provided herein, you may not use the Online Services or Materials retrieved from the Online Services in any fashion that infringes the copyrights or proprietary interests therein.

1.6 You may not remove or obscure the copyright notice or other notices contained in Materials retrieved from the Online Services.

1.7 You may not use information included in the Online Services or Materials retrieved from the Online Services to determine a consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit.

1.8 Other provisions that govern your use of Materials are set forth in your applicable price schedule, the Supplemental Terms for Specific Materials, online descriptions of files, online notices following file selection, and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into these General Terms and Conditions.

2. ACCESS TO SERVICES

2.1 Only individuals authorized by the subscribing organization may access and use the Online Services.

2.2 You may not use an identification number to access the Online Services from outside the country for which it was issued.

2.3 Your identification number(s) may be restricted from accessing certain Materials otherwise available in the Online Services.

2.4 Materials and features may be added to or withdrawn from the Online Services and the Online Services otherwise changed without notice.



3. LIMITED WARRANTY

3.1 The provider of the Online Services represents and warrants that it has the right and authority to make the Online Services and Materials available pursuant to these General Terms and Conditions.

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 THE PROVIDER OF THE ONLINE SERVICES AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL 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 Services or any features thereof or any Materials, (c) your use of the Online Services or Materials (regardless of whether you received any assistance from a Covered Party in using the Online Services), (d) your use of any equipment in connection with the Online Services, (e) the content of Materials, or (f) any delay or failure in performance beyond the reasonable control of a Covered Party.

4.2 "Covered Party" means (a) the provider of the Online Services, its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of the provider of the Online Services or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.

4.3 THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS SHALL NOT EXCEED THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES. 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 THE COVERED PARTIES SHALL NOT 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, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

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 your applicable price schedule; all other provisions may be changed by the provider of the Online Services immediately upon notice. Your subscription for access to the Online Services may be terminated immediately upon notice to the provider of the Online Services if any change is unacceptable. Continued use of the Online Services following any change constitutes acceptance of the change.

5.2 The provider of the Online Services or the subscribing organization may terminate the subscription for access to the Online Services. The effective date of termination shall be ten days after the receipt of an appropriate notice of termination, unless a later date is specified in the notice. The provider of the Online Services may suspend or discontinue providing the Online Services to you without notice and pursue any other remedy legally available to it if you fail to comply with any of your obligations hereunder.

5.3 Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by the provider thereof. Notices shall be deemed to have been properly given on the date deposited in the U.S. mails, 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. Notices to the provider of the Online Services should be sent to your account representative.

5.4 The failure of the provider of the Online Services 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 The subscribing organization or individual may not assign its rights or delegate its duties under the subscription to access the Online Services without the prior written consent of the provider of the Online Services.

5.6 These General Terms and Conditions and the Additional Terms shall be governed by and construed in accordance with the laws of the State of Michigan.

-----END OF EXHIBIT A-----



EXHIBIT B TO LexisNexis™ SUBSCRIPTION AGREEMENT
Price Schedule
State/Local Government Per Search Pricing
April 1, 2002

These charges are effective as of April 1, 2002, and shall continue thereafter until the subscribing organization or individual ("Subscriber") is notified otherwise. For more information about the pricing components, consult the Price Definitions and Price List available in the Online Services under the administrative identification number 20B9ZWS, at no cost to Subscriber for accessing or printing.

1. INFORMATION CHARGES

1.1 SEARCHES. Charges currently range from \$0 to \$35.00 per search. Consult the Price List available in the Online Services for detailed search charges.

1.2 DISCOUNTS. The discounts set forth below shall be applied to Subscriber's Information Charges for each monthly invoice period. The discount shall be computed monthly and shall be based on the average amount of Information Charges incurred by Subscriber in the three month period beginning four months before the month Subscriber receives the discount.

Monthly Average Information Charges	Flat Discount
From \$0 up to \$15,000	0%
Over \$15,000 up to \$30,000	2%
Over \$30,000 up to \$60,000	4%
Over \$60,000 up to \$90,000	8%
Over \$90,000	12%

1.3 ACCESS. Charges currently range from \$0 to \$29. Consult the Price List available in the Online Services for detailed access charges.

1.4 ECLIPSE™ REPORTS. Charges for ECLIPSE report searches are based on the frequency in which they are executed. Reports are printed at applicable print rates.

Frequency	Each Report
On Demand	\$4
Intra Day	\$6
Daily	\$14
Business Day (M-F)	\$18
Weekly	\$21
Monthly	\$27

1.5 RESEARCH TOOLS.

	Each Case/Citation/Report
Shepard's® Table of Authorities Report	\$1.00/report
LEXSEE® feature	\$4.00/cite
LEXSTAT® feature	\$4.00/cite
Auto-Cite® service	\$3.00/cite*
SHEPARD'S Citation Service	\$3.00/cite/SHEPARD'S*
	\$4.00/cite/SHEPARD'S Jump

*Includes printing and downloading charges.

Effective March 1, 2002, the Auto-Cite and SHEPARD'S Citation Service will increase to \$4.25 per cite. SHEPARD'S Jump will remain at \$4.00.

1.6 REAL TIME AND HISTORIC STOCK QUOTES.

	Each Quote
Market Statistics	\$1.00
Historic Price Quotes	\$0.15*
Historic Dividend Quotes	\$0.25*

*Includes printing and downloading charges.

1.7 PRINTING AND SAVING TO DISK.

Charges for printing and saving to disk are included in the Per-Search rate.

1.8 IMAGES.

Charges for images will be as follows per image retrieved, including print:

	Each Image
Trademark design images	\$0.00
Patent exemplary drawing images	\$0.00
Mealey	\$0.00
Elsevier Environmental	\$3.00
Elsevier Business	\$6.00
Patent PDF images	\$6.00
Forms	\$7.50
Investext	\$10.00

1.9 DUN & BRADSTREET REPORTS. Charges for Business Information Reports will range from \$79.00 to \$570.30 depending on the user's location (e.g. USA, Canada, etc.). Charges for other Dun & Bradstreet Reports will range from \$27.00 to \$415.00 depending on the specific report requested. Consult the Price List available in the Online Services for detailed report charges.

1.10 COMPANY ANALYZER. \$25 per search and \$90 per report.

1.11 SMARTLIX. \$99 per search.

1.12 DOCUMENT LINKING. Charges are \$4 per document.

1.13 CERTIFINDER. For 5B access, charges are \$3 per initial search and \$10 per report, and for 5A access, charges are \$7 per initial search and \$10 per report.

1.14 DELAWARE SECRETARY OF STATE. \$25 per each basic report and \$35 for each detailed report.

1.15 COMPANY DOSSIER. Charges range from \$5 up to \$15 per report and from \$0 up to \$39.95 per document link.



1.16 **RISK SOLUTIONS.** Risk Solutions Activities range from \$0 to \$2 and Risk Solutions Reports range from \$16.50 to \$36.50, as designated in the product.

2. **HANDLING CHARGE.** \$15 for documents printed at the LexisNexis computer center.

3. **MONTHLY SUBSCRIPTION CHARGE.** \$75 per building with equipment used to access the Online Services (up to a maximum of \$150 per Agency).

4. **INSTRUCTION.** Training is provided at no charge and covers (a) the basic instruction of all individuals selected by Subscriber to receive instruction in the use of the Online Services and (b) standard instructional and reference materials on the use of the Online Services. Everyone who completes training shall receive one hour of free use to perfect their skills. This free hour is non-transferable and must be used within 14 calendar days of the date on which basic instruction is completed, at a single session or on an aggregated basis. Credit for free use shall automatically be reflected on Subscriber's monthly invoice and shall be applied against Subscriber's total charges in a given month.

5. **PAYBACK™ SERVICE CHARGE.** Network Time and Connect Time charges plus a charge of \$150 per month (includes overnight delivery charges) for optional PAYBACK weekly and/or monthly magnetic tapes.

6. **EQUIPMENT AND SOFTWARE CHARGES.**

6.1 Subscriber may use its own equipment, or equipment may be available from the provider of the Online Services ("Access Equipment").

6.2 The Access Equipment shall be maintained by the provider of the Online Services at its then current standard charges. Contact your account representative for current charges. Subscriber may terminate rental of any Access Equipment upon 10 days written notice. Access Equipment must be returned to the provider of the Online Services in the same condition in which it was received, reasonable wear and tear excepted.

6.3 Subscriber shall not permit any of its agents or employees to attempt to move, modify, repair, or tamper with any Access Equipment in any way, except that Subscriber may install Access Equipment designated by the provider of the Online Services as installable by Subscriber. If Subscriber installs Access Equipment, Subscriber shall do so in accordance with the applicable instructions. Subscriber assumes all responsibility for any personal injury or property damage, including damage to Access Equipment, that occurs as a result of Subscriber's installation of the Access Equipment.

6.4 Subscriber shall pay then current standard charges for any software licensed by the provider of the Online Services. Additional terms and conditions applicable to the software are packaged with the software and Subscriber agrees to promptly return the software if Subscriber is not in agreement with these terms and conditions. By using the software, Subscriber agrees to be bound by the terms and conditions packaged with that software.

7. **TAXES.** The charges detailed in this Price Schedule are exclusive of any state or local sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Subscriber's account. If Subscriber is exempt from any such taxes, the tax will not be charged to Subscriber upon receipt of a certificate of exemption.

8. **PAYMENT TERMS.** All charges incurred by Subscriber are payable within 30 days after receipt of an invoice. Subscriber shall pay all charges in accordance with any applicable "Prompt Payment Act" or similar legislation.

9. **CHANGES TO THE CHARGES AND PAYMENT TERMS.** Charges and payment terms may be changed only upon 30 days prior notice to Subscriber.

10. **COLLECTION COST.** Subscriber shall be liable for all costs of collection incurred by the provider of the Online Services, including without limitations, collection agency fees, reasonable attorney's fees, and court costs, if Subscriber fails to comply with the payment obligations set forth herein.

11. **MISCELLANEOUS.** In the event Subscriber issues a purchase order or other document relating to the Online Services, Subscriber agrees that the document shall be for Subscriber's internal purposes only and shall in no way modify or affect any of the terms or conditions for access to the Online Services.

-----END OF EXHIBIT B-----