STATE OF MICHIGAN PROCUREMENT

Department Technology, Management and Budget
Central Procurement Services
320 S Walnut Street Lansing, MI 48933
P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**
to
Contract Number **MA200000000691**

CONTRACTOR	
	RELX INC
	9443 Springboro Pike
	Miamisburg OH 45342
	Kyle Rea
	513-420-7423
	kyle.rea@lexisnexis.com
	CV0058971

STATE			
	Program Manager	Adrian Dirschell	MDOC
		517-780-5909	
		dirschella@Michigan.gov	
	Contract Administrator	Emily Massa	DTMB
		(517) 897-7321	
		massae@michigan.gov	

CONTRACT SUMMARY			
ELECTRONIC LAW LIBRARY FOR THE MICHIGAN DEPARTMENT OF CORRECTIONS			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
May 4, 2020	May 3, 2025	5 - 1 Year	May 3, 2027
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$1,736,446.50	$200,000.00	$1,936,446.50		

DESCRIPTION
Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice. Effective September 15th, 2026, $200,000.00 is added to the contract. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on September 15th, 2026.

STATE OF MICHIGAN PROCUREMENT

Department Technology, Management and Budget
Central Procurement Services
320 S Walnut Street Lansing, MI 48933
P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**
to
Contract Number **MA200000000691**

CURRENT CONTRACTOR	
	RELX INC
	9443 Springboro Pike
	Miamisburg OH 45342
	Jim Mattise
	434-589-9501
	james.mattise@lexisnexis.com
	CV0058971

NEW CONTRACTOR	
	RELX INC
	9443 Springboro Pike
	Miamisburg OH 45342
	Kyle Rea
	513-420-7423
	kyle.rea@lexisnexis.com
	CV0058971

STATE CONTACTS					
Program Manager	Adrian Dirschell	MDOC	Contract Administrator	Emily Massa	DTMB
	517-780-5909			(517) 897-7321	
	dirschella@Michigan.gov			massae@michigan.gov	

CONTRACT SUMMARY			
ELECTRONIC LAW LIBRARY FOR THE MICHIGAN DEPARTMENT OF CORRECTIONS			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
May 4, 2020	May 3, 2025	5 - 1 Year	May 3, 2026
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☒	1 Year	☐		May 3, 2027

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$1,581,446.50	$155,000.00	$1,736,446.50

DESCRIPTION
Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice. Effective April 10, 2026, the State has exercised the second option year of this contract. The new contract expiration date is May 3, 2027, and an additional $155,000 has been added to cover the costs for the extended term. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**
to
Contract Number **MA200000000691**

CONTRACTOR	
	RELX INC
	9443 Springboro Pike
	Miamisburg OH 45342
	Jim Mattise
	434-589-9501
	james.mattise@lexisnexis.com
	CV0058971

STATE			
	Program Manager	Adrian Dirschell	MDOC
		517-780-5909	
		DirschellA@michigan.gov	
	Contract Administrator	Emily Massa	DTMB
		(517) 897-7321	
		massae@michigan.gov	

CONTRACT SUMMARY			
ELECTRONIC LAW LIBRARY FOR THE MICHIGAN DEPARTMENT OF CORRECTIONS			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
May 4, 2020	May 3, 2025	5 - 12 Months	May 3, 2025
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS		**EXTENDED PURCHASING**	
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other		☒ Yes ☐ No	
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☒	12 Months	☐		May 3, 2026
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$1,319,422.50	$262,024.00		$1,581,446.50	

DESCRIPTION

Effective January 7, 2025, this contract is exercising the first option year and is increased by $262,024.00. The revised contract expiration date is May 3rd, 2026.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on January 7th, 2025.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**

to

Contract Number **200000000691**

CONTRACTOR	
	RELX INC
	9443 Springboro Pike
	Miamisburg, OH 45342
	Jim Mattise
	434-589-9501
	james.mattise@lexisnexis.com
	CV0058971

STATE			
	Program Manager	Adrian Dirschell	MDOC
		517-780-5909	
		dirschella@Michigan.gov	
	Contract Administrator	Jillian Yeates	DTMB
		(517) 275-1131	
		yeatesj@michigan.gov	

CONTRACT SUMMARY			
ELECTRONIC LAW LIBRARY FOR THE MICHIGAN DEPARTMENT OF CORRECTIONS			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
May 4, 2020	May 3, 2025	5 - 1 Year	May 3, 2025
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card	☐ PRC	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		N/A
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$1,319,422.50	$0.00		$1,319,422.50	

DESCRIPTION

Effective June 15, 2022, all references to Prisoner Program Information Network or PPIN are hereby deleted and replaced with Statewide Learning Management System or SLMS (e.g., Schedule A, Section I. Background, Schedule A, Section IV. Requirements, 1. General Requirements, subsections C and D). All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Central Procurement Services approval.

STATE OF MICHIGAN PROCUREMENT

Department of Technology, Management & Budget

525 W. Allegan St., Lansing, MI 48933

P.O. Box 30026, Lansing, MI 48913

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **200000000691**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	
	RELX Inc., d/b/a LexisNexis, a division of RELX Inc.
	9443 Springboro Pike
	Miamisburg, OH 45342
	Jim Mattise
	434-589-9501
	james.mattise@lexisnexis.com
	CV00587971

STATE			
	Program Manager	Steve Adamson	MDOC
		517-335-2329	
		adamsons@michigan.gov	
	Contract Administrator	Jillian Yeates	DTMB
		517-275-1131	
		yeatesj@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: ELECTRONIC LAW LIBRARY FOR THE MICHIGAN DEPARTMENT OF CORRECTIONS			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
May 4, 2020	May 3, 2025	5, 1-Year	May 3, 2025
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card ☐ Payment Request (PRC) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #20000000116. Orders for delivery will be issued directly by the Departments through Delivery Orders (DO) and other specifications outlines in Schedule A, Section 6.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			**$1,319,422.50**

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Jillian Yeates, Category Specialist
Name & Title

Department of Technology, Management & Budget
Agency

Date

STATE OF MICHIGAN

This Contract (this "**Contract**", "**Agreement**") is agreed to between the State of Michigan (the "**State**", "**You** ") and LexisNexis, a division of RELX Inc. ("**Contractor**", "**LN**"), a Massachusetts Corporation, with a place of business at 9443 Springboro Pike, Miamisburg, Ohio 45342. This Contract is effective on May 4, 2020("**Effective Date**"), and unless earlier terminated, will expire on May 3, 2025 (the "**Term**").

This Contract may be renewed for up to five (5) additional one (1) year periods. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Change Notice.

The following terms are from the State of Michigan Contract 200000000623. The only terms applicable to Inmate services that will apply to this Contract are contained in A(1) – A(7), A(11), and A(13).

A. The State desires to subscribe to and procurement from LN certain LN online and offline products and service and LN desires to offer those products and services to the State by way of the terms of this Agreement. This Agreement consists of:

(1) This Signature Page inclusive of its terms;

(2) The General Terms & Conditions (Attachment 1) for Use and Access to LN Online Services ("General Terms)".

(3) Schedule A, Statement of Work;

(4) Schedule B, Pricing

(5) Schedule C

(6) Schedule D

(7) Schedule E, Insurance Requirements

(8) Publication Services Agreement attached hereto as Attachment 2;

(9) Law360 User Agreement – Terms and Conditions for Use Attachment 3;

(10) Lexis Advance Subscription Agreement attached hereto as Attachment 4;

(11) LexisNexis Print Order Form attached hereto as Attachment 5;

(12) Lexis Advance Subscription Agreement for Patron Access attached hereto as Attachment 6; and

(13) Agreement for Prison Solutions attached hereto as Attachment 7 for Contract No. 200000000691 only.

All Attachments, or Orders, are incorporated by reference and made part of the Agreement.

B. The State may procure the LN product and service identified in an Attachment upon the execution of the Attachment, or Order, by both parties. For the purpose of clarity, Attachments 3, 4, 5, and 6 may also be identified as "Order(s)". No purchase orders (PO(s)) issued by either party can alter the terms of this Agreement.

C. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes and cancels all prior written and oral agreements, promises, understandings, statements, and representations regarding its subject matter. THE GENERAL TERMS SHALL GOVERN THE USE AND ACCESS TO THE LN SERVICES IDENTIFIED IN THE ATTACHMENTS/ORDERS, UNLESS OTHERWISE SPECIFICALLY MODIFIED IN AND ATTACHMENT/ORDER OR SET FORTH IN ONLINE DESCRIPTIONS OF FILES, ONLINE NOTICES FOLLOWING SOURCE SELECTION, INDIVIDUAL DOCUMENTS RETRIEVED FROM THE ONLINE SERVICES AND ONLY TO THE EXTENT MODIFICATIONS ARE A REQUIRED COMPLIANCE MANDATE AS DEFINED IN THE GENERAL TERMS (COLLECTIVELY, THE "ADDITIONAL TERMS"). IF THE STATE DOES NOT AGREE TO THE CHANGES REQUIRED BY THE COMPLIANCE MANDATE, IT MAY TERMINATE THE AGREEMENT AS OUTLINED IN THE GENERAL TERMS. CONSEQUENTLY, NO TERMS ON LN INVOICES, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE ONLINE SERVICES OR PRINT MATERIALS WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON EITHER PARTY OR ITS AUTHORIZED USERS FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE ONLINE SERVICES OR PRINT MATERIALS REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

D. Except as otherwise provided in a particular Order or Attachment 1, all notices and other communications hereunder shall be in writing or displayed physically on or near, or electronically in, the respective LN product or service. Furthermore, this Agreement may not be supplemented, modified or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of Orders bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated. Unless otherwise noted, notices shall be deemed to have been properly given on the date deposited by courier mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to LN or Subscriber should be sent in writing by courier mail to the addresses above on this Signature Page.

E. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09, LN and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, or any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of the Contract.

F. Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt in accordance with MCL 17.52 and MCL 17.54. LN may only charge for the LN products and services identified in the Orders and this Agreement. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive

use. All prices are exclusive of taxes, and LN is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any reasonable and substantiated disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify LN of any dispute within a reasonable time.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). LN must register with the State at http://www.michigan.gov/SIGMAVSS to receive electronic fund transfer payments. If LN does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by LN against any amount payable by the State to LN under this Contract.

G. **Administrative Fee and Reporting.** LN must pay an administrative fee of 1% on all payments made to LN under the Contract including transactions with MiDEAL members, identified in Section H below. Administrative fee payments must be made online by check or credit card:

State of MI Admin Fees: https://www.thepayplace.com/mi/dtmb/adminfee

State of Mi MiDEAL Fees: https://www.thepayplace.com/mi/dtmb/midealfee

LN must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to MiDeal@michigan.gov.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

H. **Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government. A current list of MiDEAL members is available at www.michigan.gov/mideal.

If extended, LN must supply all LN products or services at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

LN must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

I. Under MCL 423.324, the State may void any Contract with a LN or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

J. LN warrants that it is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606.

K. The Subscriber or its designee may audit LN to verify compliance with the Contract during reasonable business hours upon at least 10 days prior written notice. LN must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 3 years after the latter of termination, expiration, or final payment under the Contract or any extension.

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

M. This Agreement and each Order may be signed in counterparts, but no such document will bind either party until signed by authorized representatives of both parties.

Terms & Conditions – Attachment 1

of use for the LexisNexis Services

Schedule B Price Schedule

Schedule C Supplemental Terms

TERMS & CONDITIONS FOR USE OF THE ONLINE SERVICES

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

1. **GRANT OF RIGHTS; RESTRICTIONS ON USE**

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

(a) The right to electronically display Materials retrieved from the Online Services for the Authorized User's individual governmental use (e.g., no Authorized User may network others via LANs, WANs, intranets or the Internet), subject to the Supplemental Terms for Specific Materials ("Supplemental Terms") attached to this Contract as Schedule C. LN understands that the You, (i.e., the State of Michigan) cannot and does not agree to any terms found in Supplemental Terms or elsewhere that requires the State to indemnify (or any similar concept), nor does the State of Michigan agree to be bound by any laws other than those of the State of Michigan and any applicable federal law. Although the State of Michigan will not contractually agree to indemnify any third parties, the State will comply with an order from a court of competent jurisdiction that may find as such. Further, notwithstanding the foregoing, an Authorized User may display a de minimis amount of the Materials on an incidental, infrequent basis for non-commercial purposes to other Authorized Users so long as the Authorized Users are in the same physical location and the mode of display is not through the Internet, an intranet or other types of networking communication like LANs or WANs;

(b) The right to email, fax, download or make printouts using the commands of the Online Services and the right to create a single printout of Materials accessed or downloaded by any other means (collectively, "Authorized Printouts");

(c) With respect to Materials that are court cases, court rules, court briefs, agency issued documents, agency regulations or executive branch materials from the United States, its states, local governments, or territories (collectively, "Authorized Legal Materials"), the right to download using the commands of the Online Services and store in machine-readable form, primarily for that Authorized User's exclusive governmental use, a single copy of insubstantial portions of those Authorized Legal Materials included in any individually searchable file or content source in the Online Services to the extent the storage of those Authorized Legal Materials is not further limited or prohibited by the Supplemental Terms. The storage may continue so long as the Authorized Legal Materials are needed for purposes contemplated under this Subscription Agreement;

(d) With respect to all Materials other than Authorized Legal Materials, the right to download using the commands of the Online Services and store in machine readable form for no more than 90 days , primarily for that Authorized User's exclusive governmental use, a single copy of insubstantial portions of those Materials included in any individually searchable file or content source in the Online Services, to the extent the storage of those Materials is not further limited or prohibited by the Supplemental

Terms;

(e) Notwithstanding anything to the contrary herein, the right to (1) excerpt or quote insubstantial portions of Materials in documents prepared in the ordinary course of your business to the extent permitted by applicable copyright law; (2) distribute Authorized Printouts to persons who are not Authorized Users (including by emailing through the functionality of the Online Services) on an occasional, infrequent basis as permitted by applicable copyright law; and (3) store Materials for periods in excess of the periods set forth above to the extent required for legal or regulatory compliance provided all other Materials are purged promptly upon the expiration of this Subscription Agreement; and

(f) For the avoidance of doubt, downloading and storing Materials in an archival database is prohibited. The Online Services and the Materials are protected by copyright, intellectual property laws, and other laws that prevent unauthorized access and use. If you are not an Authorized User, you are not permitted to access or use the Online Services for any purpose whatsoever. If you nevertheless access and use the Online Services or Materials without authorization, your access and use will be governed by these General Terms and Conditions and you will be charged for unauthorized access and payment for use at the rates in the applicable Price Schedule. Payment by the State under this Section constitutes LN's sole and exclusive remedy for unauthorized use. However, any breach of LN or third party licensing provisions beyond those associated with the unauthorized use may subject the State to legal action and further recovery may be ordered by a court of competent jurisdiction.

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

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

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

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

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

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

2. **ACCESS TO SERVICES**

2.1 Only your employees, temporary employees, students, partners/members, and contractors dedicated to performing work exclusively for you (to the extent those categories of persons are appropriate to your situation) are eligible to access and use the Online Services and Materials ("Eligible Persons"). Without limitation, external professional service providers such as attorneys, accountants, outsourcers and public relations firms are specifically excluded from being Eligible Persons. The term "Authorized User" means an Eligible Person whom you have identified to LN for purposes of issuing an LN ID. You agree that each LN ID may only be used by the Authorized User to whom LN assigns it and that the LN ID may not be shared with or used by any other person, including other Authorized Users. You will manage your roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User is no longer an Eligible Person or you otherwise wish to terminate the Authorized User's access to the Online Services. You are responsible for all use of the Online Services accessed with LN IDs issued to your Authorized Users, including associated charges, whether by Authorized Users or others. You will use reasonable

efforts to prevent unauthorized use of LN IDs assigned to your Authorized Users and will promptly notify LN, in writing, if you suspect that an LN ID is lost, stolen, compromised, or misused. You may not access or otherwise use the Online Services if you are identified on, and You may not provide access to the Online Services to any individuals identified on, OFAC's list of Specially Designated Nationals, the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions.

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

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

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

2.5 Subject to Section 2.4 above, the Online Services may contain a feature that will allow your Authorized Users to create work folders or work spaces ("Folders") from within research sessions that are associated solely with their respective LN IDs. The Folders are designed to allow your Authorized Users to save copies of Materials made available by LN, as well as links to materials made available on the Internet or other documents that you or your Authorized Users' own or otherwise have the right to upload to Folders. Applicable charges for the Folders are listed in the Price Schedule. LN represents and warrants that: (a) the Folders will be under the exclusive control of your Authorized Users; and (b) LN will not access or otherwise review the content of Folders without your authorization. Notwithstanding the foregoing, LN may access or disclose the content of Folders to the extent necessary to facilitate features and functions of the Online Services and to comply with contractual and legal obligations including, but not limited to, an administrative or judicial proceeding. Authorized Users are solely responsible for the content of their respective Folders. You agree that the Authorized Users have the right and authority to upload any and all content to the Folders that is not provided by LN. Authorized Users are prohibited from uploading content to the Folders that is defamatory, libelous, pornographic or obscene, unless such content is reasonably related to professional responsibilities. In addition, Authorized Users are strictly prohibited from uploading content to the Folders that is unlawful or that is considered protected health information under the Health Accountability and Portability Protection Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH). To the extent possible, the State will comply with court orders if a court of competent jurisdiction determines that the State's use of the Folders or any content uploaded to the Folders, excluding LN Materials, resulted in any non-consequential, non-speculative, direct damages to LN. Authorized Users are solely responsible for securing or saving the content of their respective Folders before the expiration or termination of this Subscription Agreement, if desired. LN has no obligation to provide the content of Folders to you or your Authorized Users after the termination of this Subscription Agreement. All LN Materials contained in Folders remain subject to the storage limitations and other license terms and restrictions set forth in this Subscription Agreement.

3. **LIMITED WARRANTY**

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

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

4. **LIMITATION OF LIABILITY**

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

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

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

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

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

The State will notify LN in writing if indemnification is sought; however, failure to do so will not relieve LN, except to the extent that LN is materially prejudiced.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. LN will not, without the State’s written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

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

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

5. **MISCELLANEOUS**

5.1 As further described below, these General Terms and Conditions, including the Additional Terms may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with the terms of your Price Schedule; all other provisions may be changed due to a Compliance Mandate by LN immediately upon notice to

you. A “Compliance Mandate” is change dictated to LN by a governmental body or a third party content licensor. If any changes are made to this Subscription Agreement by a Compliance Mandate, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or our Authorized Users but will apply to all similarly situated LN customers using the Online Services. You may terminate this Subscription Agreement upon written notice to LN if any of the Compliance Mandate changes to these General Terms and Conditions is unacceptable to you. For termination to be effective under this Section 5.1, written notice of termination must be provided to LN within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change but does not affect the foregoing termination right. Except as provided above, this Subscription Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties and appended to the Contract via the State’s contract change process. Furthermore, this Subscription Agreement may not be supplemented, modified or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated

5.2 You or LN may terminate this Subscription Agreement at any time in accordance with this Section 5.2.
With the exception of termination for non-appropriation or negative appropriation as set forth below in this Section, either party may terminate this Agreement for any reason, but only upon ninety (90) days written notice to the other. At the end of the 90-day notice period for a termination for convenience, there will be a transition, as set forth in the applicable Statement of Work, which will in no event be less than 90 days. LN may temporarily suspend or discontinue providing access to the Online Services to any or all Authorized Users in breach of this Subscription Agreement without notice and LN may pursue any other legal remedies available to it. The State may immediately terminate this Contract in whole or in part without penalty due to lack of appropriation or budget shortfalls. Except in the case of termination for non-appropriation or negative appropriation, if the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities, to the extent Transition Responsibilities are defined an associated Statement of Work.

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

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

5.5 Except as required by statute or Executive Order issued by the Governor of the State of Michigan (“Demand”), neither you nor any Authorized User may assign your rights or delegate your duties under this Subscription Agreement without the prior written consent of LN, which consent shall not be unreasonably withheld. You will provide LN with notice within 10 business days after the official announcement of a Demand, and LN then reserves the right to terminate the Agreement. This Subscription Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns. Any modifications or changes to the Agreement will be effective only if and when memorialized in a mutually agreed written Change Notice signed by both Parties.

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

THEREIN SHALL ALSO BE SUBJECT TO THE OBLIGATIONS IN SECTION 36 OF THE SUPPLEMENTAL TERMS.

5.7 If you, any of your Authorized Users, or any person you or your Authorized Users permits to use the Online Services or who gains access through an Authorized User's failure to properly secure his or her LN ID or computer (a “User”) should access or use Regulated Data in an unauthorized manner (a “Security Event”), then the following provisions will apply: (a) if required by applicable law, you will notify the individuals whose information has potentially been accessed or used that a Security Event has occurred; (b) you will notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by law; (c) the notification will not reference LN or the product through which the Regulated Data was provided, nor will LN be otherwise identified or referenced in connection with the Security Event, without the express written consent of LN; and d) you may be found liable, by a court of competent jurisdiction, for all claims that may arise from a Security Event caused by you, your Authorized Users or a User and a court of competent jurisdiction may find that you are responsible to LN for any notification costs and third party claims directed against LN that arise from the Security Event.

5.8 This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Michigan regardless of the law that might otherwise apply under applicable principles of conflicts of law. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

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

5.10 Where applicable, each affiliated company of LN and each third party supplier of Materials may elect to directly enforce licensing terms against the State.

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

STATE OF MICHIGAN

Master Agreement No. 200000000691
Electronic Law Library for the Michigan Department of Corrections

SCHEDULE A
STATEMENT OF WORK

I. BACKGROUND

The MDOC currently operates 28 correctional facilities. MDOC provides prisoners with access to legal materials in law libraries located at each correctional facility. This is one means by which prisoners are provided meaningful access to the courts. A law library collection is available to prisoners in each facility's law library. Each law library is open a minimum of 25 hours per week, with at least 12 of those hours being after 5:00 p.m. or on weekends. The law libraries' operating schedules are adjusted as necessary if demand for access to the law library collection cannot be met within established hours. Prisoners must be permitted a minimum of four hours a week in sessions of at least one hour. These are minimum requirements and, if resources permit, prisoners may be approved to use the law library for more than one hour. A prisoner who has direct access to the main law library and has a court deadline requiring additional time in the law library may request additional time from the MDOC Librarian or designee. Also, additional law library time may be granted on an as needed basis as determined by MDOC. The prisoners may be required to present documentation supporting the need for the additional time.

The Prisoner Program Information network (PPIN) is a collection of applications used for prisoner academic, vocational education and career trades development while serving prison sentences within the Michigan Department of Corrections (MDOC) prison facilities. The list of 20 plus software applications for prisoner-only use includes Microsoft Office, GED testing, and the Electronic Law Library as examples. PPIN is setup to be extremely secure to prevent unauthorized network traffic in or out of PPIN (i.e. no unauthorized internet or outside access). Due to the security requirements, PPIN is a segmented and closed network utilizing Active Directory on a dedicated domain that other State of Michigan (SOM) users cannot access.

II. SCOPE

The Contractor must provide the following services for the complete and successful implementation of an Electronic Law Library (ELL):

- The installation and ongoing maintenance of the ELL application.
- ELL application must be able to operate in a virtual environment and be delivered with the current system, a Citrix solution, as well as the future similar lockdown hosting solution.
- Verify and validate technical specifications.
- Services to implement the ELL application including modification, interfaces, integration, and user acceptance testing.
- Training in the use and operation of the ELL application.
- Training documentation and training materials.
- Users help desk support for the duration of the Contract.
- Technical help desk support for the duration of the Contract.
- Providing Electronic and Hard Copy Legal Print Materials.

III. MANDATORY MINIMUM

The Contractor must be able to deliver the ELL content to terminal service thin client devices using the current Citrix-based delivery in a virtual environment.

The State may move to another lockdown or virtual environment as the future hosting solution. It is expected that the same functionality provided under Citrix will be provided with the new hosting solution. The Contractor must work with the State during any future transition at no cost to the State.

IV. REQUIREMENTS

1.0 General Requirements

The Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work of an ELL, to facilities identified on Attachment A via web-based application as set forth below:

A. The Contractor must deliver legal updates as applicable through a web-based application and host the application on the Contractor's server. Updates to the online legal content will occur in real time on a daily basis and will be handled by Contractor. Contractor will perform all updates "behind the scenes" so they are seamless to end users and the MDOC.

B. The Contractor must ensure prisoners have no other web access as a sole result of the ELL services beyond that approved by MDOC for ELL services. The Contractor must ensure that the ELL services do not contain imbedded links that would allow the prisoner to access the internet. The Contractor will provide the following:
   a. Preventing right mouse clicks and other attempts to access the Internet.
   b. Enable hyper-linking to documents within the State facilities subscription, but not allow access to other websites.
   c. Block access to email or "mailto" links within product Web Pages.
   d. Limit access to a specific IP address that meets security requirements.

C. The Contractor must provide access for all staff identified by MDOC to the Contractor's application through a custom user interface. Contractor will provide for access through a designated IP-authenticated URL for staff. This access must be available to MDOC staff for the duration of the Contract. The content provided to MDOC staff must be the same content provided to the inmate users on the Prisoner Programs Information Network (PPIN) connection, and materials must have identical navigation and reference information. The MDOC staff connections must be part of the enterprise user agreement for this Contract and not billed separately in any way.

D. The Contractor must provide access to the ELL content for prisoner use through a single point of access. The Contractor's access point address will be provided to MDOC and must remain static. The access point address for the PPIN ELL will be provided to the Contractor and must remain static. If for any reason either address needs to be changed, the appropriate party must notify the other in accordance with the requirements identified in this contract.

E. The Contractor must present legal research material in a printer-friendly format. Contractor has a "print" button for easy printing that will interface with the State's printing utilities. The Contractor will have the printable forms in a separate tab. Contractor will work with the State if any printing issues arise.

F. The Contractor must not charge extra shipping and handling costs for items sent to the State of Michigan.

G. The Contractor will provide notification as soon as practicable, (phone call and written) to the Program Manager and designated MDOC staff when there is an interruption of service or delay in the delivery of legal updates and/or maintenance of the application. Any system downtime should not exceed 24 hours. If there is an unscheduled interruption of services or a delay caused by Contractor that would cause 24-hour disruption in availability or updating, Contractor will notify the

State as soon as practical, within two hours or less. The State will notify Contractor if there are any unscheduled interruptions of service in the State MDOC's network. Please refer to Schedule C, Service Level Agreement.

H. The Contractor must provide MDOC written notice of at least five business days for patches or updates as they are more frequently performed and are known in advance. The Contractor will provide to the best of ability, a minimum of 60 days notification for upgrades or application changes that could potentially impact the end users service or change the interface or experience to the end user. The Contractor must report unexpected updates or emergency fixes within 24 hours of the change. For any updates, changes, or fixes that are made, the Contractor must provide a description of changes made and impact to end user experience.

I. Any patches, updates, and upgrades provided under the Contract must be able to work with the current version of Internet Explorer (IE 11) in use by MDOC. See also Section 5. End-User Operating Environment.

J. The Contractor must not substitute any required publication identified in **Section 1.1** without prior written approval of the Program Manager.

K. The Contractor must abide by any court decision which may affect the need for access to additional legal materials not noted in **Section 1.1** below as directed by MDOC at no additional costs. The Program Manager or designee will provide notification to the Contractor of such changes. Contractor will work with MDOC to provide the content, if available from LexisNexis, on a case-by-case basis. If MDOC would require long-term access to content not included in this Contract, Contractor will discuss with the State adding the content to the State's subscription and if a price change would result.

L. For prisoners who cannot access traditional reading materials due to visual, physical, or cognitive conditions, the Contractor will provide access to a Web site that is compatible with third party screen-reader software.

M. The Contractor must provide for prisoners to have the ability to access and print documents and forms. Any printing must not jeopardize the forms integrity or require the use of a third party's software.

N. Additional Capabilities:

Contractor will provide to MDOC an online customized interface (CI) that gives inmates access to legal research databases. Inmates may search for materials within those databases by conducting natural language searches, Boolean (terms & connectors) searching, or entering citations. The CI is a secure, user friendly solution that includes access to all the legal materials MDOC needs.

Through the LexisNexis online CI, the MDOC can meet its obligation to provide inmates cost- effective access to a complete set of compliant legal research materials. The collection of resources has been designed specifically for use in an institutional environment via a CI that meets security requirements. Inmates will access all the legal-research content they need.

1.1. Minimum Collection for Law Library

A. The ELL collection must include the following and be kept current:

1. Michigan State Statutes – Michigan Compiled Laws Annotated
2. Michigan Court of Appeals and Supreme Court opinions from at least 1986 to the present.

a. MI Supreme Court Cases from 1841 to present. Includes official and parallel citations from: 1 Mich. (1847-current); 1 N.W.2d (1941- current); 1-300 N.W. (1879-1941). Selected unpublished decisions from 1986.
b. MI Court of Appeals Cases from 1965 to present. Including official and parallel citations from: 1 Mich. App. (1965-current); 133 N.W.2d (1965-current). Selected unpublished decisions from 1994.

3. U.S. Supreme Court Cases, Lawyer Edition
4. Federal district and appellate rulings from at least 1986 to the present; this includes but is not limited to U.S. 6th Circuit Court and Michigan Supreme Court cases.
   U.S. Court of Appeals Cases and U.S. District Court Cases, all updated monthly. Case coverage is from 1789 to the present.
5. United State Code Service Annotated.
6. Ability to identify other cases and authorities (from at least 1986 to the present) that have discussed the case being reviewed in order to determine its current precedential value. Must include Michigan citations, Federal Citations, and U.S. Citations. Contractor's citator covers editorial analysis, from very negative (overruled) through mild negative (distinguished) to true positive (followed). Shepard's coverage for MDOC includes:
   a. Shepard's Michigan Citations
   b. Shepard's Federal Citations
   c. Shepard's U.S. Citations
7. Michigan court rules, including local, district, circuit, and appellate court rules for both civil and criminal procedure. Michigan Rules of evidence, and administrative orders of the Michigan Supreme Court.
8. United States Constitution, federal rules of civil and appellate procedure, including Supreme Court Rules, rules governing Habeas Corpus cases under Section 2254 and federal rules of evidence. Contractor will provide:
   a. United States Constitution Annotated
   b. Federal Court Rules Annotated
   c. *Moore's* Federal Rules Pamphlets
9. Legal Dictionary - Ballentine's Law Dictionary, 3rd edition, and The Law Dictionary.
10. Digests, encyclopedia, etc. which contain information on legal topics relevant to habeas/challenge to conviction litigation and litigation regarding conditions of confinement. Contractor will provide the following:
    a. Michigan Law and Practice, a reference discussing the basic elements of virtually every subject area pertinent to the practice of law in the State. Michigan Law and Practice Encyclopedia presents the rules of Michigan law and their exceptions, qualifications, limitations, and extensions.
    b. Michigan Digest, a summary of cases affecting Michigan laws, including all reported decisions of the Michigan Court of Appeals and the Michigan Supreme Court, as well as Michigan Attorney General opinions and selected Michigan-related decisions of the federal courts in the Sixth Circuit.
    c. Federal Habeas Corpus Practice and Procedure, the authoritative and practical treatise for achieving habeas corpus relief in both capital and non- capital cases.
    d. Constitutional Rights of Prisoners, detailing critical information on all aspects of prison litigation, including information on trial and appeal, conditions of isolated confinement, access to the courts, parole, right to medical aid, and liabilities of prison officials. Highlighted topics include application of the Americans with Disabilities Act to prisons, protection given to HIV-positive inmates, and actions of the Supreme Court and Congress to stem the flow of prison litigation.

B. The ELL collection also must include the current edition of the following publications including any updates unless not available in electronic format. If not available in electronic format, these items must be provided in hard copy format.:

1. Michigan civil and criminal jury instructions, Modern Federal Jury Instructions.
2. Michigan Sentencing Guidelines Manual.
3. Filing Appeals and Original Actions – A Guide for Appellants Without Attorneys (available online from Michigan Court of Appeals).
    a. Michigan Court of Appeals: Filing Appeals and Original Actions.
4. Defender Trial Book (publisher is Michigan State Michigan State Appellate Defender Office) – Contractor will make best efforts to provide this title and work with the State. If acquiring this title requires a change in pricing, the Contractor will seek approval from the State first.
5. Defender Plea, Sentencing & Post-Conviction Book (publisher is Michigan State Appellate Defender Office). – Contractor will make best efforts to provide this title and work with the State. If acquiring this title requires a change in pricing, the Contractor will seek approval from the State first. The Contractor will provide inmates to the following:
    a. Criminal Law Deskbook
    b. Michigan Law and Practice
6. Defender Habeas Book (publisher is State Appellate Defender Office). Contractor will make best efforts to provide this title and work with the State. If acquiring this title requires a change in pricing, the Contractor will seek approval from the State first. The Contractor will provide inmates Federal Habeas Corpus Practice and Procedure.
7. State Court Administrative Office Approved Forms (publisher is Michigan State Court Administrative Office) – Contractor will include forms provided by MDOC in the "Forms" tab of the Solution. These forms will be posted as viewable PDFs.
8. Required forms and instructions for filing 1983 and habeas/challenge to conviction litigation (currently available on Michigan federal court websites) – The Contractor add any provided forms from MDOC to the "Forms" tab in PDF format. Contractor will provide inmates with access to the following:
    a. Civil Rights Actions
    b. Constitutional Rights of Prisoners.
    c. Federal Habeas Corpus Practice and Procedure.

C. The following publications must be made available in hard copy format. If a specific item is not available, Contractor must provide a publication which covers similar content. Update must be provided when available.

1. Legal Dictionary - Butterworth's Spanish/English Legal Dictionary.
2. Michigan Law & Practice Volume II
3. Legal Research Guide: Patterns & Practice – 7th Edition
4. Show Don't Tell: Legal Writing for the Real World
5. Federal Habeas Corpus Practice and Procedure
6. Civil Rights Actions
7. Criminal Law Deskbook
8. Publication regarding federal constitutional rights of prisoners (e.g. 1983 action and habeas/challenge to conviction).
    a. Constitutional Litigation Under Section 1983
    b. Michigan Law and Practice
9. Weissenberger's Michigan Evidence Courtroom Manual
10. Michigan Law & Practice Volume VII

1.2. Transition

A. Transitioning into the Contract:

Contractor must provide a detailed implementation plan, including any roles or responsibilities expected of the State. The plan must adequately demonstrate the steps to migrate between the Contractor's solution and internal or third-party solutions. The plan must include anticipated time to complete each step within the project plan. Once the Contract is awarded, Contractor must

submit a finalized implementation plan to the MDOC Program Manager by an agreed upon time between MDOC and the awarded Contractor. See Proposed Project Plan in Section 11.1.

B. Transitioning out of the Contract:

Upon termination or expiration of the agreement, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the agreement to continue without interruption or adverse effect, and to facilitate the orderly transfer of the services to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the services at the established rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable services to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return (in a format specified by the State) to the State all data stored in the solution; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

1.3. Training

A. The Contractor must provide training to select prisoners and staff identified by MDOC at no cost to the State. The Contractor must provide initial train-the-trainer programs prior to successful implementation. As requested, additional train-the-trainer programs must be provided to MDOC at no cost to the State. MDOC users or assigned personnel may participate in one-on-one or group training. Dates and times, as well as location, can be determined in advance so MDOC can effectively notify trainees of the training schedule ahead of time. Onsite trainers will tailor their sessions to the specific needs of the State including (but not limited to) Michigan specific case law, statutes, secondary analytical materials, and Shepard's Citations Service.

B. The Contractor must provide training materials to MDOC at no cost to the State. The Contractor must update the training material on an on-going basis and notify the Program Manager within 10 days from when a change is made. All training materials provided will become the property of the MDOC.

C. The Contractor must make available informational materials (e.g., tutorial, quick reference guide) relative to the applicable features and functionalities of the ELL at no cost to the MDOC. The informational material must be reviewed and approved by the MDOC prior to distribution.

2. IT Specific Standards

2.1 IT Policies, Standards and Procedures (PSP)

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. The Contractor has adopted and implemented IT policies, standards, and procedures that will provide the State the highest level of protection. Contractor's security program and polices align with ISO 27001/27002.

2.2 ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State may require that Contractor complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution.
http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621 and the Contractor agrees that its Solution shall comply with the VPAT it provides to the State.

2.3 IT Security

The Contractor must meet the State's data security requirements, including: maintain an annual SSAE 16 SOC 2 Type 2 audit for the Solution.

3. End-User Operating Environment

A. The software must run under commonly used web browsers. At a minimum, the software must support Internet Explorer v 10 and 11 or higher, Chrome v71 or higher, or Edge, Firefox v62 or higher, and Safari v12 or higher both under the Windows and iOS operating systems. Contractor recommends a speed of 5 mbs. The State will always have access to the most current version of the Contractor's solutions. Contractor's current solution supports the following browsers and operating systems:

a. Browsers:
   i. Internet Explorer 11.x, Edge
   ii. Chrome (latest version)
   iii. Firefox (latest version)
   iv. Safari 10.x, 11.x

b. Operating Systems:
   i. Microsoft Windows 7
   ii. Microsoft Windows 8.1
   iii. Microsoft Windows 10
   iv. Mac OS X

B. Contractor must support the current and future State standard environment at no additional cost to the State.

C. The State prefers that Contractor's Solution does not open new tabs/windows with every link.

4. Hosting

Contractor must maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 24 hours, and a Recovery Time Objective (RTO) of 24 hours.
Contractor will operate fully redundant data centers to prepare for business continuity. Contractor anticipates compliance with the requested 24-hour objectives.

5. Products and Services

If the Contractor, during the life of the Contract, has additional products and services to provide to the State, the Contractor will notify the State. If the State determines to utilize the additional products and services, and any additionally pricing costs are agreed to, the change will be amended to the Contract via a Contract Change Notice.

6. Services Levels

6.1. Time Frames

All Statement of Work service and deliverables must be delivered within the following service levels:

A. New services must be available within 7 days from receipt of order. The receipt of order dates is pursuant to Section 2, Notices, of the Standard Contract Terms.

B. Ongoing Services: Any changes to ongoing services must be delivered within 24 hours from the receipt of order.

6.2. Delivery

Delivery of print materials will be expected within 14 business days upon date of order. Delivery will be made at the location specified in the Delivery Order (DO). Contractor must deliver all products specified in this Statement of Work F.O.B. destination, within the State premises with transportation and handling charges paid by the Contractor, unless otherwise specified in Schedule A. All containers and packaging become the State's exclusive property upon acceptance. Overnight and two-day shipping options are available for an additional cost to the MDOC.

7. Acceptance

7.1. Acceptance

Statement of Work services and deliverables are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"). If the services and deliverables are not fully accepted by the State, the State will notify the Contractor by the end of the State Review Period that either: (a) the services and deliverables are accepted, but noted deficiencies must be corrected; or (b) the services and deliverables are rejected. If the State finds material deficiencies, it may: (i) reject the services and deliverables without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any services and deliverables, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable services and deliverables to the State. If acceptance with deficiencies or rejection of the services and deliverables impacts the content or delivery of other non-completed services and deliverables, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the services and deliverables and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

The State will determine acceptance of the services and deliverables from the implementation of the ELL application and the ability of the prisoner population to access this information, as determined by MDOC. (For invoicing and payment criteria, refer to Section #).

7.2 User Acceptance Training (UAT)

At least 15 days prior to go-live the Contractor must provide to MDOC a comprehensive UAT test plan to comprise of the following (See Schedule G):

A. UAT test scripts shall include test scenarios encompassing all functional requirements that other similar vendors would consider important to test. The scripts are required to be approved by MDOC.

B. Contractors must provide UAT test environment to test functionality or a pre-production equipment deployment for test purposes.

C. Contractors must support UAT pre-test training if needed by MDOC and will provide access to MDOC personnel at a time choosing to conduct UAT.

D. UAT Testing
   1. Full user acceptance testing.
   2. UAT testing scripts that provide continuity of testing detail across test periods.
   3. Requirements traceability matrix showing relationship of test cases to requirements.
   4. Transition plan.
   5. Documentation identifying the fulfillment of each software requirement.
   6. Structured walkthroughs are required for each project deliverable.
   7. Signoffs are required for each phase via Stage Exit Approval.

E. The Contractor will be responsible for leading user acceptance testing of the proposed Solution. The Contractor's Solution will not be considered implemented until all user acceptance testing is completed and the results have been confirmed in writing by the Program Manager.

F. Contractor must meet or exceed the SUITE process. See Schedule A, Section 15.

8. Staffing

8.1. Contractor Representative

A. The Contractor must provide an individual, specifically assigned to State of Michigan accounts, who will respond to State inquiries regarding the services and deliverables, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

Contractor Representative: Kyle Rea, Client Manager
kyle.rea@lexisnexis.com
(513) 420-7423

B. The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Representative. If there is a change that occurs with less than 14 days' notice, Contractor will notify the Contract Administrator as soon as practical on any new Contractor Representative assignments.

C. The Contractor must specify a contact number for the State to contact the Contractor Representative. The Contractor Representative must be available for calls during the hours of 7 am to 7 pm ET.

8.2. Technical Support, Repairs and Maintenance

A. The Contractor must specify its toll-free number for the State to contact the Contractor for technical support, repairs and maintenance. The Contractor must be available for help desk/technical support 7 days a week from 6:00 AM to 10:00 PM ET.

When providing technical support, the Call Center must resolve the caller's issue within 24 hours. If the caller's issue cannot be resolved within 24 hours, the Program Manager must be contacted. The Program Manager will address the specific issue with the Contactor, including an action plan.

Toll-free customer support number: (866) 293-4261

B. The Contractor must provide to the State procedures for troubleshooting:

The State's first point of contact should be MDOC's designated account manager. The account manager will assess the issue and determine next steps, including whom to contact within the Contractor's organization to help resolve issues. The account manager would escalate any technical issues to a Contractor's field systems engineer, who would work with MDOC to determine the cause of any problems and the next step needed to resolve the issues. The account manager and/or field system engineer would provide to MDOC regular updates, including estimated timeframes on resolutions.

C. The Contractor must notify the State as soon as practical when an extended outage occurs.

8.3. Work Hours

The Contractor must provide Statement of Work Service and Deliverables at a minimum 7 days a week from 6:00 AM to 10:00 PM ET.

8.4. Key Personnel

The Contractor must appoint the following individuals listed in the table below who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquires within 24 hours.

Position	Name	Location	Functions to be performed
Project Manager	Kyle Rea	Ohio	Project management and initial contact person for all contract and service issues.
System Architect	Neria Nebel	New York	Technical and network support.

Database Administrator	Neria Nebel	New York	Technical and network support.
Hosting Site Staff	Neria Nebel	New York	Technical and network support.
Technical Lead	Neria Nebel	New York	Technical and network support.
Contractor Representative	Jim Mattise	Florida	Assistant contract management support
	Terese Paletta and Kevin Peterson	Michigan	Coordinate training at MDOC

The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.

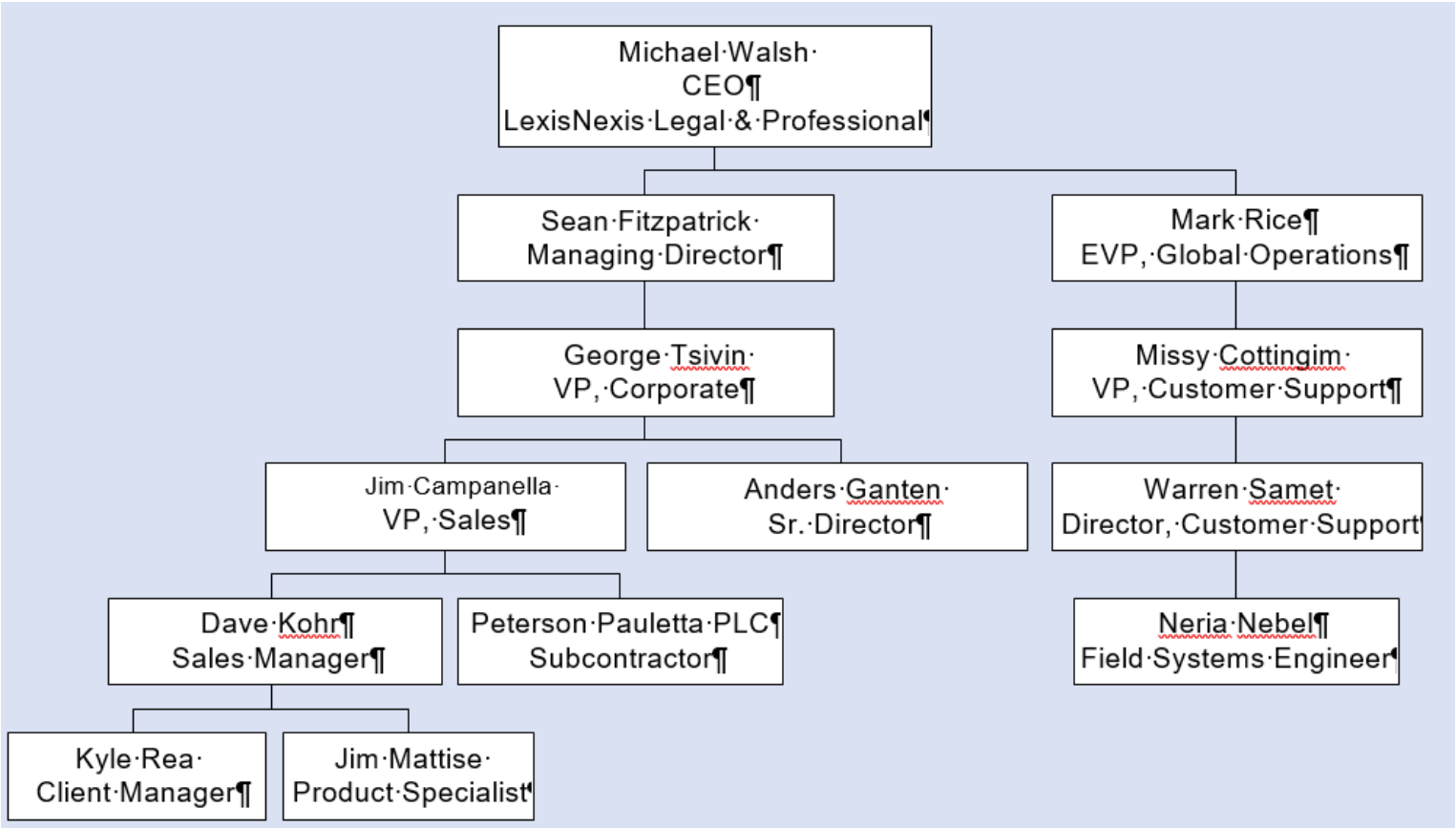
Contractor will endeavor to not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Termination for Cause in the Standard Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):

The Contractor must identify the Key Personnel, indicate where they will be physically located, and describe the functions they will perform.

8.5. Organizational Chart

During the Contract term, the Contractor shall provide the MDOC Program Manager with updated organizational charts within 30 business days of any changes.

The Contractor's Organizational Chart:



8.6 Subcontractors:

Peterson Paletta Balice, PLC
Onsite Training
5510 Cascade Road SE
Grand Rapids, MI 49546
(616) 957-3540

8.7. Disclosure of Subcontractors

If the Contractor intends to change subcontractors during the Contract, the Contractor must disclose the following information to the MDOC Program Manager:

A. The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the services and deliverables.

B. The relationship of the subcontractor to the Contractor.

C. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

D. A complete description of the services and deliverables that will be performed or provided by the subcontractor.

MDOC will review the information/request and will notify the Contractor in writing if approved. Contractor must not utilize any subcontractor until approved by MDOC and made effective via Change Notice.

8.8. General Security

The Contractor, its staff, and subcontractors will be subject to the following security procedures:

A. No active warrants or pending charges on any staff assigned to this contract.
B. May not be under Federal, State, or local jurisdiction as a prisoner Felony ex-prisoners will not be considered as contracted staff until they have been discharged from all sentences, including parole and probation, and are approved by the Deputy Director of the Correctional Facilities Administration (CFA). MDOC reserves the right to approve or decline applicants who have been involved in the criminal justice system depending on the circumstances.
C. Not under investigation or under disciplinary action of the Michigan Department of Licensing and Regulatory Affairs.
D. Has not engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility of other institution as defined in 42 U.S.C. 1997.
E. Has not been convicted of engaging in, attempting to engage in or conspiracy to engage in sexual activity facilitated by force, overt or implied threats of force or coercion, or if the victim did not consent or was unable to consent or refuse.
F. Has not been civilly or administratively adjudicated to have engaged in the activity described above.
G. MDOC may investigate the Contractor's and subcontractor's personnel before they may have access to MDOC facilities and systems. The scope of the background check is at the discretion of MDOC and the results will be used to determine Contractor personnel eligibility for working within MDOC facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and the Law Enforcement Information Network (LEIN) and may include the National Crime Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by MDOC and will be reasonably related to the type of work requested.
H. All delivery drivers, Contractor's and subcontractor's staff and technicians that are entering an MDOC facility must be LEIN cleared by MDOC at least 72 hours prior to facility entry. The Contractor's personnel must be LEIN cleared and received written approval from MDOC's Program Manager and Contract Manager initially and annually by MODC prior to any work with MDOC prisoners. The Contractor should attempt to get any and all staff/technicians that potentially could go into a secure facility during the life of the contract pre-cleared through LEIN before a need is recognized. Should an emergency arise, MDOC may be able to LEIN clear individuals less than 72 hours if approved by the Contract Manager.
I. The Contractor and subcontractor personnel must request LEIN clearance in writing. The completed LEIN Information Form must be sent to and approved by MDOC prior to Contractor's personnel working with MDOC prisoners and annually following approval. There is no cost associated with the LEIN. The LEIN form and email address will be provided to the Contract awardee.
J. The Contractor must document if a Contractor's or subcontractor's personnel assigned to the Contract is related to or acquainted with a prisoner incarcerated and under the jurisdiction of MDOC. For Contractor's personnel who are related to or acquainted with a prisoner, the Contractor's staff member must complete the Prisoner Contact Exception Request (CAJ-202) and submit it to the MDOC Program Manager or Designee. The Contractor must ensure its personnel complete the form and notify MDOC Program Manager of any changes throughout the contract term.
K. The Contractor's and subcontractor's personnel may be required to enter State facilities. The State may require the Contractor's and subcontractor's personnel to wear State issued identification badges.
L. All vehicles entering a correctional facility must be inspected before entry of the secure perimeter.
M. The Contractor's and subcontractor's personnel must anticipate delays when visiting any correctional facility due to issues within the facility.
N. The Contractor's personnel must comply with the State's security and acceptable use policies for State IT equipment and resources. Furthermore, Contractor personnel must agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource perform work for the State. The Contractor must present these documents to prospective Contractor personnel before the Contractor presents the individual to the State as a proposed resource. Contractor personnel must comply with all physical security procedures in place within the facilities where they are working.

O. MDOC reserves the right to deny access to any correctional facility to anyone who fails to comply with any applicable State, Federal or local law, ordinance or regulation or whose presence may compromise the security of the facility, its members or staff. Weapons, alcoholic beverages, poison, and prescription drugs and controlled substances without written certification of needs from a licensed physician (does not include medical supplies for the facility), cellular devices, cameras, and audio or visual recording devices are prohibited from being brought into all MDOC correctional facilities. Tobacco products and smoking also are prohibited both inside a correctional facility and on facility grounds except as specifically authorized by MDOC policy. Wardens may prohibit other items from being brought into their respective correctional facilities. Smoking is prohibited.

P. Security is the facility's first priority and the Contractor and Contractor Personnel must be responsive and respectful of these needs.

Q. The Contractor, Contractor's and subcontractor's personnel must comply with and cooperate with all correctional facility rules, procedures and processes as well as State and Federal laws. Contractor personnel must ensure that they are complying with all facility rules and regulations including, but not limited to, dress code and items allowed to be possessed.

R. If any Contractor or subcontractor personnel is required to enter a State Correctional Facility, the personnel must follow the facility entry, exit, manifest process, to include but not limited to the following:
    - The Contractor personnel will receive an orientation and training by MDOC on security, procedures, etc., inside the correctional facility. The Contractor must maintain a copy of the Contractor's personnel's training certificates in the appropriate file for auditing purposes.
    - The Contractor personnel must follow all MDOC rules, procedures and security processes at all times.
    - The Contractor must ensure that all Contractor personnel working in a correctional facility are familiar and in compliance with the necessary routines and increased awareness of working inside a facility. Working inside the facility requires that the Contractor personnel develop positive and cooperative relationships with MDOC facility staff.

S. The Contractor personnel must report any concerns, issues, or rule violations to MDOC facility staff immediately.
    - The Contractor personnel must use MDOC facility staff as a resource for questions and guidance working with prisoners and inside a correctional facility.
    - The Contractor personnel must defer to MDOC correctional facility staff for directions. The Contractor personnel must remember they are a guest in the facility and that security is the first priority of the facility.

8.9. Additional Staffing Requirements – Applicable only if staff are entering a facility

During the life of the Contract, the MDOC Program Manager will provide updated PREA and Vendor Handbook documents to the Contractor as necessary. Contractor is responsible for ensuring that any of their staff that enter a MDOC Correctional Facility has reviewed and signed all applicable forms acknowledging that they have reviewed these documents.

A. **Prison Rape Elimination Act of 2003 (PREA)**, 42 U.S.C. § 15601
    1. The Contractor and the Contractor Personnel must comply with the Final Rule implementing PREA, all applicable PREA standards and the agency's policies. The Contractor and Contractor Personnel must make itself familiar with and at all times must observe and comply with all PREA regulations which in any manner affect the performance under this Contract. Failure to comply with the PREA standards and related policies of MDOC will be considered a breach of contract and may result in termination of the contract.
    2. Contract Personnel who may have contact with prisoners must complete PREA training Program A – Correctional Facilities Administration (CFA) Security Regulations prior to entrance in any MDOC Facility. Upon completion, Contractor Personnel must submit a signed memorandum to the Contract Administrator documenting completion of the training and date of completion.

B. **Vendor Handbook**
    1. The Contractor must require all its employees working inside an MDOC correctional facility to read and sign the MDOC Vendor Handbook. The purpose of the MDOC Vendor Handbook is to provide contracts with general information regarding basic requirements of working within MDOC, provide

notice of work rules and consequences of rule violations. The awarded Contractor must provide copies of each signed Employee Acknowledgement to the PM at the completion of the employee orientation.

9. Project Management

9.1. Project Plan

A. The Contractor must propose a project plan for the project. The Contractor must present project management plans, identifying methods, tools and processes proposed to oversee the project, address issues/changes as they may arise, and keep the appropriate parties apprised of progress.

B. The Contractor will carry out this project under the direction and control of the Program Manager. Within 30 calendar days of the Effective Date, the Contractor must submit a project plan to the Program Manager for final approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required.

Draft Project Plan:

Milestone	Estimated Timeframe (Business Days)
Confirm requirements of CI, which is already designed. Agree on modifications (if any)	1
IP verification	1
Customer testing	3
Changes to product if needed	5
Re-implementation	1
Training	As needed throughout the life of the contract. Provided by Peterson Paletta Balice
Quarterly Checkpoints	1 day apiece

C. The Contractor must submit any changes to the project plan to the Program Manager approval prior to proceeding.

D. The Contractor must work with MDOC to ensure an orderly transition of services and responsibilities under the Contract and to ensure the continuity of the services required by MDOC.

E. MDOC reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

9.2. Meetings

The Contractor must attend the following meetings:

A. Kick-Off Meeting
Within 30 business days of the contract effective date, the State's Contract Manager will facilitate a project Kick-Off meeting with the support from the Contractor and the identified State resources to review the approach to accomplishing the project, schedule tasks and identify related timing, and identify any risks or issues related to the planned approach. From project kick-off until final acceptance and go-live, the Contractor Program Manager must facilitate weekly meetings (or more if determined necessary by the parties) to provide updates on implementation progress.

B. The State may request other meetings, as it deems appropriate.

9.3. Reporting

The Contractor must provide standard and customized reports to MDOC, as well as provide additional reports as requested by the MDOC. MDOC prefers these reports in an Excel format. The Contractor must deliver the following reports to the State Program Manager:

A. Monthly Reporting: Due on the 15th Calendar Day of the following month.
   Contractor must submit a monthly report to the State that describes but is not limited to the following:
   1. Name of Facility
   2. Date/Time Issue was Reported
   3. Date/Time Issue was Resolved
   4. Total Days of Outage
   5. Type of Issue
   6. Description of Issue
   7. Description of Resolution
   8. Fault
   9. Additional notes or comments

10. Pricing

10.1. Price Term

Pricing is firm for the entire length of the Contract. See Schedule B – Pricing.

10.2. Price Changes

A. Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

B. Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

C. The Contractor remains responsible for services and deliverables at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

D. If Contractor reduces its prices for any of the software or services during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State's Contract Administrator with the reduced prices within fifteen (15) Business Days of the reduction taking effect.

10.3 Travel and Expenses

The State does not pay for overtime or travel expenses.

11. Ordering

11.1. Authorizing Document

The appropriate authorizing documents for the Contract will be a mutually executed Contract, Master Agreement (MA), and Delivery Order (DO).

11.2. Facility Changes

The Contractor must make available ELL services for all MDOC facilities (as identified in Attachment A), expansion to current MDOC facilities and any future MDOC facilities. The Contractor must adjust the ELL services as the prisoner population changes or use of ELL changes as determined by the MDOC, including but not limited to, the closing of a facility in whole or in part. The Contractor will be given at least 14-day notice, when practicable, of such changes,

and a start date when services must be available. Any modifications to Attachment A will be added to the Contract through a Change Notice and will be afforded the same terms and conditions.

The MDOC will provide prior notification of any facility closure and date of when the ELL will no longer be needed at the facility.

12. Invoice and Payment

12.1. Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) Master Agreement/Contract number; (c) delivery order number; (d) quantity; (e) description of the services and deliverables; (f) unit price; (g) Department/facility name; and (h) total price. Overtime, holiday pay, and travel expenses will not be paid.

Invoices must be sent to MDOC Central Office at MDOCAP@michigan.gov. The invoice must be itemized by facility name and the services and/or items purchased.

12.2. Payment Methods

The State will make payment for services and deliverables through Electronic Funds Transfer (EFT).

13. SUITE Documentation

In managing its obligation to meet the above milestones and deliverables, the Contractor is required to utilize the applicable State Unified Information Technology Environment (SUITE) methodologies, or an equivalent methodology. Contractor certifies it will meet the State's goals by providing industry- standard project management as well as on-time, on-budget, quality systems that meet MDOC's expectations as indicated in this proposal.

14. Additional Information

The State reserves the right to purchase any additional services or products from the Contractor during the duration of the Contract.

Attachment A
MDOC Facility Address List

Facility	Address		Facility	Address
Baraga (AMF)	13924 Wadaga Road Baraga, MI 49908-9204		Muskegon (MCF)	2400 South Sheridan Dr. Muskegon, MI 49442
Gus Harrison (ARF)	2727 E. Beecher Street Adrian, MI 49221		Macomb (MRF)	34625 26 Mile Road New Haven, MI 48048
Detroit Reentry Center (DRC)	17600 Ryan Road Detroit, MI 48212		Richard A. Handlon (MTU)	1728 Bluewater Highway Ionia, MI 48846
Carson City (DRF)	10274 Boyer Road Carson City, MI 48811		Newberry (NCF)	13747 E. County Road 428 Newberry, MI 49868
Oaks (ECF)	1500 Caberfae Highway Manistee, MI 49660-9200		Charles Egeler (RGC)	3855 Cooper Street Jackson, MI 49201
Bellamy Creek (IBC)	1727 W. Bluewater Hwy. Ionia, MI 48846		Michigan Reformatory (RMI)	1342 W. Main Ionia, MI 48846
Ionia (ICF)	1576 W. Bluewater Highway Ionia, MI 48846		St. Louis (SLF)	8585 N. Croswell Road St. Louis, MI 48880
G. Robert Cotton (JCF)	3500 N. Elm Rd Jackson, MI 49201		Parnall (SMT)	1780 E. Parnall Jackson, MI 49201-7138
Cooper Street (JCS)	3100 Cooper Street Jackson, MI 49201		Saginaw (SRF)	9625 Pierce Road Freeland, MI 4862
Kinross (KCF)	4533 W. Industrial Park Drive Kincheloe, MI 49788		Central Michigan (STF)	320 N. Hubbard St. Louis, MI 48880
Lakeland (LCF)	141 First Street Coldwater, MI 49036		Thumb (TCF)	3225 John Conley Drive Lapeer, MI 48446
Alger (LMF)	N6141 Industrial Park Drive Munising, MI 49862		Chippewa (URF)	4269 West M-80 Kincheloe, MI 49784
Earnest C. Brooks (LRF)	2500 S. Sheridan Road Muskegon Heights, MI 49444		Woodland Center (WCC)	9036 E. M-36 Whitmore Lake, MI 48189
Marquette Branch (MBP)	1960 U.S. 41 South Marquette, MI 49855		Women's Huron Valley (WHV)	3201 Bemis Road Ypsilanti, MI 48197
Michigan Department of Corrections (CFA)	206 E. Michigan Ave. Lansing, MI 48933			

STATE OF MICHIGAN

Master Agreement No. 200000000691
Electronic Law Library for the Michigan Department of Corrections

SCHEDULE B
PRICING

Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State.

Enterprise Licensing Cost

Cost for Year 1	$259,992
Cost for Year 2	$259,992
Cost for Year 3	$259,992
Cost for Year 4	$259,992
Cost for Year 5	$259,992
Total Cost for Contract Term	**$1,299,960**
Cost for Option Year 1	$259,992
Cost for Option Year 2	$259,992
Cost for Option Year 3	$259,992
Cost for Option Year 4	$259,992
Cost for Option Year 5	$259,992
Total Cost for Option Years	**$1,299,960**
Grand Total for Full Contract	**$2,599,920**

*Monthly invoices are to be submitted by Contractor

Publication Cost

LexisNexis offers MDOC a 50% discount off list price. MDOC will not pay for shipping & handling

Publication Title	**Hard Copy Cost* (Price per copy)**
Butterworth's Spanish/English Legal Dictionary	$77.50
Michigan Law and Practice Volume 2	$93.50
Michigan Law and Practice Volume 7	$80
Weissenberger's Michigan Evidence Courtroom Manual	$108.50
Legal Research Guide: Patterns and Practice	$28
Federal Habeas Corpus Practice and Procedure	$270
Civil Rights Actions	$2,077
Criminal Law Deskbook	$436.50
Constitutional Litigation Under Section 1983	$91

Show Don't Tell: Legal Writing for the Real World	$30.50
Total Price for a Hard Copy Publication Set	**$3,292.50**

*Pricing above reflects rates in 2019. Fees are subject to change in subsequent years.

Additional Cost Not Noted Above:

Item Description	**Cost**
Hard Copy Publication Updates	Discounted 50%
Hard Copy Publication New Editions	Discounted 50%
Hard Copy Publication Replacements	Discounted 50%

* The State reserves the right to request pricing for additional content, products, or hard copy publications throughout the contract term.

STATE OF MICHIGAN

Master Agreement No. 200000000691
Electronic Law Library for the Michigan Department of Corrections

SCHEDULE C
SERVICE LEVEL AGREEMENT

MICHIGAN DEPARTMENT OF CORRECTIONS
PROCUREMENT, MONITORING, AND COMPLIANCE DIVISION

Metric 1: Availability and Functionality
Definition and Purpose
The Contractor must ensure that the Electronic Law Library (ELL) is fully-operational and available upon demand. "Available" means that the designated users have access to all functions of the ELL between 6:00 AM EST – 10:00 PM EST seven days a week. "Fully-operational" is defined as all functions offered by the Contractor are usable. Facility hours for the use of the ELL vary by location. Exceptions apply when: • Scheduled downtime is approved in writing by the Program Manager or designee. • The ELL is not available due to the State's IT infrastructure used to host the application.
Data Source:
1. Contractor's Monthly Report. 2. Correspondence within MDOC facilities as needed. 3. Correspondence with DTMB as needed.
Methodology:
The MDOC will review Data Source 1 and may review Data Sources 2 and 3 as needed.
Acceptable Standard:
The Acceptable Standard is 100% compliance.
Amount for Failing to Meet Service Level Agreement
$250.00 may be assessed for each calendar day that the ELL is not available and fully-functional from 6:00 AM EST – 10:00 PM EST seven days a week. Service Level Agreements will begin 90 days post go-live. Prior to assessing any credit, the MDOC shall advise the Contractor of the finding that is the basis for the assessment and shall afford the Contractor the opportunity to review and respond to the SLA. The Contractor may dispute the assessment or provide any extenuating circumstances that may explain or mitigate any failure to meet the SLA. Extenuating circumstances will be reviewed by the MDOC Contract Manager before any Service Credits are assessed. At the discretion of the MDOC, these credits may be applied toward any payable due to the Contractor or be payable to the Prisoner Benefit Fund.

Metric 2: Reporting
Definition and Purpose
The Contractor must ensure that the Contractor's Monthly Report is submitted electronically to the MDOC Contract Manager or designee by 11:59 PM EST on the 15th calendar day of the following month.
Data Sources:
1. Contractor's Monthly Report.
Methodology:
The MDOC will review the submission of the Contractor's Monthly Report.
Acceptable Standard:
The acceptable standard is 100% compliance.
Amount for Failing to Meet Service Level Agreement
$500.00 will be assessed for each month that the Contractor's Monthly Report is not received by the MDOC by 11:59 PM EST on the 15th calendar day from the close of the previous month. Service Level Agreements will begin 90 days post go-live. Prior to assessing any credit, the MDOC shall advise the Contractor of the finding that is the basis for the assessment and shall afford the Contractor the opportunity to review and respond to the SLA. The Contractor may dispute the assessment or provide any extenuating circumstances that may explain or mitigate any failure to meet the SLA. Extenuating circumstances will be reviewed by the MDOC Contract Manager before any Service Credits are assessed. At the discretion of the MDOC, these credits may be applied toward any payable due to the Contractor or be payable to the Prisoner Benefit Fund.

Metric 3: Prohibited Access
Definition and Purpose
The ELL must be secure, and users shall not have access to content that is not a part of the approved ELL functionality. Any vulnerabilities identified must be rectified within 24 hours.
Data Source:
1. Contractor's Monthly Report 2. Correspondence with MDOC facilities as needed. 3. Correspondence with DTMB as needed 4. Documents from any MDOC investigation.
Methodology:
The MDOC will review Data Source 1 and may review Data Sources 2, 3 and 4 as needed.
Acceptable Standard:
The Acceptable Standard is 100% compliance.
Amount for Failing to Meet Service Level Agreement
For each instance that a prisoner accesses content that is not part of the approved ELL functionality, the MDOC may assess a credit of $1,000.00. For each 24-hour period that passes after the vulnerability has been identified and not corrected, an additional $250.00 credit may be assessed until the issue has been corrected. Service Level Agreements will begin 90 days post go-live. Prior to assessing any credit, the MDOC shall advise the Contractor of the finding that is the basis for the assessment and shall afford the Contractor the opportunity to review and respond to the SLA. The Contractor may dispute the assessment or provide any extenuating circumstances that may explain or mitigate any failure to meet the SLA. Extenuating circumstances will be reviewed by the MDOC Contract Manager before any Service Credits are assessed. At the discretion of the MDOC, these credits may be applied toward any payable due to the Contractor or be payable to the Prisoner Benefit Fund.

STATE OF MICHIGAN

Master Agreement No. 200000000691
Electronic Law Library for the Michigan Department of Corrections

SCHEDULE D
DATA SECURITY REQUIREMENTS

1. **Definitions.** For the purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Section 1** will have the respective meanings given to them in the Contract.
    - **a.** "**Contractor Security Officer**" has the meaning set forth in **Section 2** of this Schedule.
    - **b.** "**Contractor Systems**" has the meaning set forth in **Section 5** of this Schedule.
    - **c.** **"FISMA"** means The Federal Information Security Management Act of 2002 (44 U.S.C. ch. 35, subch. III § 3541 et seq.).
    - **d.** "**Hosted Services**" means the hosting, management and operation of the computing hardware, ancillary equipment, Software, firmware, data, other services (including support services), and related resources for remote electronic access and use by the State and its Authorized Users, including any services and facilities related to disaster recovery obligations.
    - **e.** "**NIST**" means the National Institute of Standards and Technology.
    - **f.** "**PSP**" means the State's IT Policies, Standards, and Procedures located at: http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html.
    - **g.** "**SSAE**" means Statement on Standards for Attestation Engagements.
2. Contractor will appoint a Contractor employee to respond to the State's inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of the Contractor in matters pertaining thereto ("**Contractor Security Officer**"). The Contractor Security Officer will be considered Key Personnel under the Contract.
3. **Protection of the State's Confidential Information.** Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:
    - **a.** LexisNexis can provide a SOC2 type II that covers the LexisNexis security program generally.
    - **b.** Maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State's Confidential Information that comply with the requirements of the State's data security policies set as set forth in the Contract. The LexisNexis security program aligns with ISO 27001/27002.
    - **c.** Provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alternation, disclosure, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of the State's Confidential Information and the nature of such Confidential Information, consistent with best industry practice and standards;
    - **d.** take all reasonable measures to:
        - **i.** Secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein; and
        - **ii.** Prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (ii) the State's Confidential Information from being commingled with or contaminated by the data of other customers or their

users of the Services; and (iii) unauthorized access to any of the State's Confidential Information;

e. Ensure that State Data is encrypted in accordance with LexisNexis corporate policies.

f. Ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML) or comparable mechanisms;

4. **Reserved.**
5. **Contractor Systems.** Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor in connection with the Services ("**Contractor Systems**") and must prevent unauthorized access to State systems through the Contractor Systems.
6. **Security Audits.** During the Term, Contractor will:
   a. Maintain complete and accurate records relating to its data protection practices, IT security controls, and the security logs of any of the State's Confidential Information, including any backup, disaster recovery or other policies, practices or procedures relating to the State's Confidential Information and any other information relevant to its compliance with this Schedule;
   b. The State may periodically, but not more than once per calendar year, review certain of LexisNexis' facilities, policies and procedures, backup, disaster and business continuity plans, and relevant documentation, including its practices and operations. Contractor agrees that such review shall occur at a mutually agreed upon time, with at least thirty (30 days advance written notice by customer, with a plan for such review agreed upon by the Parties, and subject to the execution o an appropriate confidentiality and non-disclosure agreement.
   c. If requested by the State, provide a copy of Contractor's SSAE 16 SOC 2 Type 2 audit report covering generally the LexisNexis security program to the State within thirty (30) days after Contractor's receipt of such report. Any such audit reports will be recognized as Contractor's Confidential Information.
7. **Nonexclusive Remedy for Security Breach.** Any failure of the Services to meet the requirements of this Schedule with respect to the security to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

STATE OF MICHIGAN

Master Agreement No. 200000000691
Electronic Law Library for the Michigan Department of Corrections

SCHEDULE E
SUPPLEMENTAL TERMS AND CONDITIONS

Supplemental Terms & Conditions

for use of the LexisNexis Services

July 1, 2019
LexisNexis® Services
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13. Experian Data – Applicable Only To Those Subscribers Who Have Access to GLBA Regulated Credit Header Data

- **VIN Gateway Services Direct Auto Market Restrictions**

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

financial institutions, or (iii) automobile finance companies. Additionally, use of the VIN Gateway Data for any of the following purposes is prohibited:

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

9. Direct Marketing: Using the Licensed Data for direct marketing activities such as direct mail or telemarketing.
10. OEM/AOT: Using VIN Gateway Data for removal of nonowner records of original equipment manufacturers or in connection with providing services to motor vehicle manufacturers.
11. Dealer Audit: Using VIN Gateway Data in connection with original equipment manufacturer performance monitoring of auto vehicles or dealers.
12. Modeling: VIN Gateway Data shall not be resold or sublicensed for modeling purposes. Resale of any result derived from a model is not prohibited.

Access Security Requirements for GLB 5A Data (Fully Displayed or Truncated Social Security Number Information Retrieved from Credit Header Data)

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

In accessing GLBA 5A Data, you agree to follow these Experian security requirements. These requirements are applicable to all systems and devices used to access, transmit, process, or store Experian data.

1. Implement Strong Access Control Measures

13. If using third party or proprietary systems to access the LexisNexis Online Services, ensure that the access must be preceded by authenticating users to the application and/or system (e.g. application based authentication, Active Directory, etc.) utilized for accessing LexisNexis data/systems.
14. If the third party or third party software or proprietary system or software, used to access the LexisNexis Online Services, is replaced or no longer in use, the passwords should be changed immediately.
15. Create a unique user ID for each user to enable individual authentication and accountability for access to the Online Services. Each user must also have a unique logon password.
16. Develop strong passwords that are:
    1. Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)'
    2. Contain a minimum of eight (8) alphabetic and numeric characters for standard user accounts
    3. For interactive sessions (i.e. non system-to-system) ensure that passwords/passwords are changed periodically or that enhancements such as multi-factor authentication are implemented (every 90 days is

recommended)

17. Passwords (e.g. user/account password) must be changed immediately when:
    1. Any system access software is replaced by another system access software or is no longer used
    2. The hardware on which the software resides is upgraded, changed or disposed without being purged of sensitive information
    3. Any suspicion of password being disclosed to an unauthorized party (see section D.3 for reporting requirements)
    4. It is understood that the practice of encryption of sensitive data at rest will be implemented in the year 2017 for you, it being understood that in the meantime you shall implement other compensating controls when the data is at rest, including physical security, access controls, or vulnerability assessments
18. Ensure that passwords are not transmitted, displayed or stored in clear text; protect all end user (e.g. internal and external) passwords using, for example, encryption or a cryptographic hashing algorithm also known as “one-way” encryption. When using encryption, ensure that strong encryption algorithms are utilized (e.g. AES 256 or above).
19. Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations. Systems should be manually locked before being left unattended.
20. Active logins to credit information systems must be configured with a 30 minute inactive session timeout.
21. You must NOT install Peer-to-Peer file sharing software on systems used to access, transmit or store Experian data
22. Ensure that Subscriber’s employees do not access their own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose
23. Implement physical security controls to prevent unauthorized entry to Subscriber’s facility and access to systems used to obtain credit information. Ensure that access is controlled with badge readers, other systems, or devices including authorized lock and key.

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

24. Keep operating system(s), firewalls, routers, servers, personal computers (laptops and desktops) and all other systems current with appropriate system patches and updates.
25. Configure infrastructure such as firewalls, routers, servers, tablets, smart phones, personal computers (laptops and desktops), and similar components to industry standard security practices, including disabling unnecessary services or features, and removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid

unnecessary risks.

26. Implement and follow current best security practices for computer virus detection scanning services and procedures:
    1. Use, implement and maintain a current, commercially available anti-virus software on all systems, if applicable anti-virus technology exists. Anti-virus software deployed must be capable to detect, remove, and protect against all known types malicious software such as viruses, worms, spyware, adware, Trojans, and root-kits.
    2. Ensure that all anti-virus software is current, actively running, and generating audit logs; ensure that anti-virus software is enabled for automatic updates and performs scans on a regular basis.
    3. If you suspect an actual or potential virus infecting a system, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.

3. Protect Data

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

rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).

4. Maintain an Information Security Policy

37. Suitable to complexity and size of the organization, establish and publish information security and acceptable user policies identifying user responsibilities and addressing requirements in line with this document and applicable laws and regulations.
38. The FACTA Disposal Rules requires that Subscriber implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
39. Implement and maintain ongoing mandatory security training for those who have access to Experian information and awareness sessions for all staff to underscore the importance of security in the organization.
40. When using third party service providers (e.g. application service providers) to access, transmit, store or process Experian data, ensure that service provider is compliant with the Experian Independent Third Party Assessment (EI3PA) program, and registered in Experian's list of compliant service providers. If the service provider is in the process of becoming compliant, it is Subscriber's responsibility to ensure the service provider is engaged with Experian and an exception is granted in writing. Approved certifications in lieu of EI3PA can be found in the Glossary section.

5. Build and Maintain a Secure Network

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

systems, access to third party tools/services must require multi-factor authentication.

6. Regularly Monitor and Test Networks

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

7. Mobile and Cloud Technology

51. Storing Experian data permanently on mobile devices is prohibited. Any exceptions must be obtained from Experian in writing; additional security requirements will apply.
52. Mobile applications development must follow industry known secure software development standard practices such as OWASP and OWASP Mobile Security Project adhering to common controls and addressing top risks.
53. Mobile applications development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.
54. Mobility solution server/system should be hardened in accordance with industry and vendor best practices such as Center for Internet Security (CIS) benchmarks, NIS, NSA, DISA and/or other.
55. Mobile applications and data shall be hosted on devices through a secure container separate from any personal applications and data. See details below. Under no circumstances is Experian data to be exchanged between secured and non-secured applications on the mobile device.
56. In case of non-consumer access, that is, commercial/business-to-business

(B2B) users accessing Experian data via mobile applications (internally developed or using a third party application), ensure that multi-factor authentication and/or adaptive/risk-based authentication mechanisms are utilized to authenticate users to application.

57. When using cloud providers to access, transmit, store, or process Experian data ensure that:
    1. Appropriate due diligence is conducted to maintain compliance with applicable laws and regulations and contractual obligations
    2. Cloud providers must have gone through independent audits and are compliant with one or more of the following standards, or a current equivalent as approved/recognized by Experian:
        - ISO 27001
        - PCI DSS
        - EI3PA
        - SSAE 16 – SOC 2 or SOC3
        - FISMA
        - CAI / CCM assessment

8. General

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

industry and vendor best practices such as Center for Internet Security (CIS) benchmarks, NIS, NSA, DISA and/or other

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

General requirements:

69. Subscriber shall designate an employee to be its Head Security Designate, to act as the primary interface with LexisNexis on systems access related matters. Subscriber's Head Security Designate will be responsible for establishing, administering and monitoring all Authorized User's access to the Online Services which are delivered over the Internet ("Internet access"), or approving and establishing Security Designates to perform such functions.
70. Subscriber's Head Security Designate or other Security Designates shall in turn review all employee requests for Internet access approval. The Head Security Designate or its Security Designate shall determine the appropriate access to each LexisNexis product based upon the legitimate business needs of each employee. LexisNexis reserves the right to terminate any accounts it deems a security threat to its systems and/or consumer data.

71. Unless automated means become available, Subscriber shall request employee's (Internet) access via the Head Security Designate/Security Designate. Those employees approved by the Head Security Designate or Security Designate for Internet access ("Authorized Users") will be individually assigned unique access identification accounts ("User ID") and passwords/passphrases (this also applies to the unique Server-to-Server access IDs and passwords/passphrases). LexisNexis' approval of requests for (Internet) access may be granted or withheld in its sole discretion. LexisNexis may add to or change its requirements for granting (Internet) access to the services at any time (including, without limitation, the imposition of fees relating to (Internet) access upon reasonable notice to Subscriber), and reserves the right to change passwords/passphrases and to revoke any authorizations previously granted. Note: Partially completed forms and verbal requests will not be accepted.
72. An officer of Subscriber agrees to notify LexisNexis in writing immediately if it wishes to change or delete any employee as a Head Security Designate, Security Designate, or Authorized User; or if the identified Head Security Designate, Security Designate or Authorized User is terminated or otherwise loses his or her status as an Authorized User.

Roles and Responsibilities

73. Subscriber agrees to identify an employee it has designated to act on its behalf as a primary interface with LexisNexis on systems access related matters. This individual shall be identified as the "Head Security Designate." The Head Security Designate can further identify a Security Designate(s) to provide the day to day administration of the Authorized Users. Security Designate(s) must be an employee and a duly appointed representative of the Subscriber and shall be available to interact with LexisNexis on information and product access, in accordance with these Experian Access Security Requirements for LexisNexis End-Users. Subscriber's duly authorized representative (e.g. contracting officer, security manager, etc.) must authorize changes to Subscriber's Head Security Designate. The Head Security Designate will submit all requests to create, change or lock Security Designate and/or Authorized User access accounts and permissions to LexisNexis' systems and information. Changes in Head Security Designate status (e.g. transfer or termination) are to be reported to LexisNexis immediately or the Head Security Designate's access terminated.
74. The Head Security Designate is acting as the duly authorized representative of Subscriber.
75. The Security Designate may be appointed by the Head Security Designate as the individual that Subscriber authorizes to act on behalf of the business in regards to LexisNexis product access control (e.g. request to add/change/remove access). Subscriber can opt to appoint more than one Security Designate (e.g. for backup purposes).Subscriber understands that the Security Designate(s) it appoints shall be someone who will generally be available during normal business

hours and can liaise with LexisNexis' Security Administration group on information and product access matters.

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

Designate

77. Must be an employee and duly appointed representative of Subscriber, identified as an approval point for Subscriber's Authorized Users.
78. Is responsible for the initial and on-going authentication and validation of Subscriber's Authorized Users and must maintain current information about each (phone number, valid email address, etc.).
79. Is responsible for ensuring that proper privileges and permissions have been granted in alignment with Authorized User's job responsibilities.
80. Is responsible for ensuring that Subscriber's Authorized Users are authorized to access LexisNexis products and services.
81. Must disable Authorized User ID if it becomes compromised or if the Authorized User's employment is terminated by Subscriber.
82. Must immediately report any suspicious or questionable activity to LexisNexis regarding access to LexisNexis' products and services
83. Shall immediately report changes in their Head Security Designate's status (e.g. transfer or termination) to LexisNexis.
84. Will provide first level support for inquiries about passwords/passphrases or IDs requested by your Authorized Users.
85. Shall be available to interact with LexisNexis when needed on any system or user related matters.

Glossary

Term	Definition
Computer Virus	A Computer Virus is a self-replicating computer program that alters the way a computer operates, without the knowledge of the user. A true virus replicates and executes itself. While viruses can be destructive by destroying data, for example, some viruses are benign or merely annoying.
Confidential	Very sensitive information. Disclosure could adversely impact your company.
Encryption	Encryption is the process of obscuring information to make it unreadable without special knowledge.
Firewall	In computer science, a Firewall is a piece of hardware and/or software which functions in a networked environment to prevent unauthorized external access and some communications forbidden by the security policy, analogous to the function of Firewalls in building construction. The ultimate goal is to provide controlled connectivity between zones of differing trust levels through the enforcement of a security policy and connectivity model based on the least privilege principle.
Information Lifecycle	(Or Data Lifecycle) is a management program that considers the value of the information being stored over a period of time, the cost of its storage, its need for availability for use by authorized users, and the period of time for which it must be retained.
IP Address	A unique number that devices use in order to identify and communicate with each other on a computer network utilizing the Internet Protocol standard (IP). Any All participating network devices - including routers, computers, time-servers, printers, Internet fax machines, and some telephones - must have its own unique IP address. Just as each street address and phone number uniquely identifies a building or telephone, an IP address can uniquely identify a specific computer or other network device on a network. It is important to keep your IP address secure as hackers can gain control of your devices and possibly launch an attack on other devices.
Peer-to-Peer	A type of communication found in a system that uses layered protocols. Peer-to-Peer networking is the protocol often used for reproducing and distributing music without permission.
Router	A Router is a computer networking device that forwards data packets across a network via routing. A Router acts as a junction between two or more networks transferring data packets.
Spyware	Spyware refers to a broad category of malicious software designed to intercept or take partial control of a computer's operation without the consent of that machine's owner or user. In simpler terms, spyware is a type of program that watches what users do with their computer and then sends that information over the internet.
Experian Independent Third Party Assessment Program	The Experian Independent 3rd Party Assessment is an annual assessment of an Experian LexisNexis' ability to protect the information they purchase from Experian. EI3PA℠ requires an evaluation of a LexisNexis' information security by an independent assessor, based on requirements provided by Experian. EI3PA℠ also establishes quarterly scans of networks for vulnerabilities.
ISO 27001 /27002	IS 27001 is the specification for an ISMS, an Information Security Management System (it replaced the old BS7799-2 standard) The ISO 27002 standard is the rename of the ISO 17799 standard, and is a code of practice for information security. It basically outlines hundreds of potential controls and control mechanisms, which may be implemented, in theory, subject to the guidance provided within ISO 27001.

PCI DSS	The Payment Card Industry Data Security Standard (PCI DSS) is a proprietary information security standard for organizations that handle cardholder information for the major debit, credit, prepaid, e-purse, ATM, and POS cards.
SSAE 16 SOC 2, SOC3	Statement on Standards for Attestation Engagements (SSAE) No. 1 SOC 2 Report on Controls Related to Security, Availability, Processing Integrity, Confidentiality, and Privacy. The SOC 3 Report , just like SOC 2, is based upon the same controls as SOC 2, the difference being that a SOC 3 Report does not detail the testing performed (it is meant to be used as marketing material).
FISMA	The Federal Information Security Management Act (FISMA) is United States legislation that defines a comprehensive framework to protect government information, operations and assets against natural or man-made threats. FISMA was signed into law part of the Electronic Government Act of 2002.
CAI /CCM	Cloud Security Alliance Consensus Assessments Initiative (CAI) was launched to perform research, create tools and create industry partnerships to enable cloud computing assessments. The Cloud Security Alliance Cloud Controls Matrix (CCM) is specifically designed to provide fundamental security principles to guide cloud vendors and to assist prospective cloud customers in assessing the overall security risk of a cloud provider.

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    2. *Transparency*. If required of LN under the transparency obligations of EU Data

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2. 4.2. For purpose of enforcing these Supplemental Terms (and no other), the Order Form and the Agreement may be disclosed to Exari Systems, Inc and its affiliates or its professional advisors

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7. MISCELLANEOUS.
    1. 7.1. ALL LIMITATIONS OF LIABILITY AND DISCLAIMERS CONTAINED IN THIS AGREEMENT APPLY EVEN IF ANY PERSON IS INFORMED IN ADVANCE OF THE POSSIBILITY OF ANY DAMAGES.
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The foregoing terms shall survive any termination of your right of access to the Materials.

ATTACHMENT 2

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PUBLICATION SERVICES AGREEMENT

The terms and conditions listed below govern access to, and use of: Publications and the Digital Library (if ordered) as supplied by LN or its US affiliates (the "Publication Services") and the materials and content available therein ("Materials"), as provided by LexisNexis, a division of RELX Inc. and its affiliated companies (collectively "LN"). The terms "you" and "your" in uppercase or lowercase shall mean the entity (e.g., company, corporation, partnership, sole proprietor, etc.) or government agency entering into these terms and conditions with LN. These terms and conditions, together with the Order Form and Additional Terms, and any digital rights management ("DRM") included in the Electronic Publications, and terms posted within the Digital Library, constitute the entire agreement between you and LN in relation to the provision of the Publication Services and the Materials ("this Agreement"). Terms not specifically identified in this Attachment __ will be governed by the General Terms. However, if terms identified in this Attachment ___contradict the General Terms, then the terms in this Attachment shall control as it pertains to Publications and Digital Library.

The following are definitions for additional terms used below.
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(b) "Digital Library" is the Application Services together with the Digital Library Publications.
(c) "Digital Library Publications" are the Electronic Publications that are provided by LN through the Application Services.
(d) "Publications" include Digital Library Publications and Non-Digital Library Publications.
(e) "Non-Digital Library Publications" include print publications and Electronic Publications not distributed on the Application Services.
(f) "Electronic Publications" include CD-ROM, DVD-ROM, flash drive, PDF, eBook, video, audio, or other publications distributed electronically, and other services distributing Publications electronically other than through the Application Services.
(g) "Updates" are any supplementation, release, replacement volume, new edition and/or updates to the Publication.
(h) "Resellers" include bookstores, campus bookstores, law school bookstores, distributors, international resellers, online bookstores and any entity that intends to resell Publications or other formats. Clauses 1 and 2 only apply to the Digital Library and Electronic Publications.

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Attn LN Returns Dept
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Hurlock, MD 21643
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Editions of Publications in print may be returned for a full refund within the earlier of (i) 6 months after purchase or (ii) 3 months of the new edition being released (the new edition being the one after the one to be returned). Print Publications

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All returned materials must be received in undamaged and resalable condition at the Reseller's cost. LN will not pay for return shipping.
(e) Modification of Terms for Multi-Year- This Clause modifies the rest of 5.2 as it applies to Multi-Years, and will only apply if the Publication Service(s) you ordered were described as a Multi-Year, described as having an initial period of more than 12 months, or include a Multi-Year (such as the Digital Library & Multi-Year or the Multi-Year).
(i)
Notwithstanding anything to the contrary, you may not terminate this Agreement during the "Order Term" (e.g., the term of the Multi-Year before any auto-renewal periods begin) set forth in the ordering document (or online ordering system) for your subscription to the Publication Services (the "Order Form") except as specifically provided in the Order Form or as set forth in this Clause 5.2(e). UPON EXPIRATION OF THE ORDER TERM, THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR ADDITIONAL ONE-YEAR PERIODS (EACH A "RENEWAL TERM") AT THE THEN-CURRENT LIST PRICES. The Order Term and any Renewal Terms will collectively be the "Term." You may avoid entering into a Renewal Term by providing LN with at least 45 days prior written notice delivered to your LN account manager before the beginning of the next Renewal Term.
(ii) During the Term, you may terminate this Agreement for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from you identifying the specific breach. The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls.
(iii) If this Agreement is properly terminated during a Term in which funds are due to LN, then LN will prorate annual commitment amounts for the affected Term with a date range of less than 11 months and one day. The proration basis shall be the number of full or partial months this Agreement is in effect divided by 12.
(iv) If you have subscribed to a Multi-Year, you may only substitute or change the Publication Services once per subscription year (after the first year) upon 45 days prior written notice to LN to be effective as of the start of the next subscription year. If your total selections for such substitution or change would otherwise cause you to owe less, then you shall continue to pay the amount you were required to spend on the multi-year subscription you had subscribed to before the substitution or change. If your total selections for such substitution or change would otherwise cause you to owe more, then you shall also to pay the increased total amount over the amount you were required to spend on the multi-year subscription you had subscribed to before the substitution or change.
(v) If you or your affiliates have another agreement with LN or its affiliates ("Other Agreement") that require a certain level of spend per period on Publications (a "Retention Clause"), then, for clarity, after termination for any reason of this Agreement, that Retention Clause shall be in effect unchanged through the remainder of that Other Agreement.
5.3 LN may, without notice to you, suspend or terminate this Agreement: (a) without notice to you if you infringe on any intellectual property rights granted herein; or (b) upon sixty (60) days' written notice and opportunity to cure if you breach or otherwise fail to comply with any other obligation in this Agreement (including payment obligations). Without prejudice to the foregoing, if you fail to pay any sum properly due hereunder, LN reserves the right to seek enforcement from a court of competent jurisdiction of the sum properly due as well as to seek recovery of legal costs and other expenses incurred by LN in connection with your breach. Notwithstanding anything to the contrary, the State does not waive any defenses, including governmental immunity, should LN elect to seek redress from a court of competent jurisdiction.

5.4 On termination of this Agreement, any license granted under this Agreement terminates, and you agree to cease all use of the Electronic Publications and Digital Library (as applicable), and, from all Display Devices (whether such Display Devices are the property of you or personal Display Devices of Authorized Users), return or destroy, to the extent permitted by law or applicable record retention policy, all Electronic Publications and Digital Library eBooks and delete electronic or magnetic copies of the Electronic Publications and Digital Library eBooks and purge all downloaded (machine-readable/electronic) Materials. If the Electronic Publication has an expiration date, you will cease use of, and destroy the outdated Electronic

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SCHEDULE F
ORDER FORMS



Attachment 4
Lexis Advance® Subscription Order for the State of Michigan | Contract #
(New Subscriber Version)

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2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.
2.2

2.3

2.4 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's may be issued to support staff for each Government Professional User accounted for above.

2.5

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2.8 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Lexis Advance Order depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Lexis Advance Order there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

(i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
(ii) If there is change in the Reference Number, then LN may invoice the State for any use of Lexis Advance in excess of the Reference Number at the price set forth in Schedule B, the Pricing schedule. Payment by the State pursuant to this Section is LN's sole and exclusive remedy for any excess use by the State.

3. Lexis Advance Product and Charges

This Section 3 amends the Lexis Advance Order with respect to the Lexis Advance product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.2 below (the "Committed Term"). Except in the case of non-appropriation or budget shortfalls, Subscriber may not terminate this Lexis Advance Order under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Lexis Advance Order during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notification from Subscriber identifying a specific and material breach.

If Subscriber terminates this Lexis Advance Order pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination, to the extent funds are available.

Lexis Advance Content & Features		
Product	**SKU Number**	**Number of Users**
☐ See attached Rider No. 1 for additional Content & Features		

3.1 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount, to the extent funds are available, (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment

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

Subscriber elects access to the Alternate Materials

_____
(Initial)

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

3.4 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Lexis Advance Order with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

(a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;

(b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and

(c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Lexis Advance Order.

5. Miscellaneous

5.1 This Lexis Advance Order does not bind either party until it has been accepted by both parties, processed through Subscriber's Contract Change process, and any contractual changes are appended to this Lexis Advance Order through a Contract Change Notice.

5.2 If Subscriber issues a purchase order in connection with the Lexis Advance Order, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's governmental internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

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

AGREED TO AND ACCEPTED BY:

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

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	
Name:	
Job Title:	
Date:	

CUSTOMER INFORMATION (Please type or print):		
Organization Name: (Full Legal Name)		
Billing Frequency:	☐ **Monthly**	☐ **Annually**
	Physical Address	**Invoice Address**
Street Address:		
City:		
State:		
Zip:		
County:		
Telephone:		
Fax:		
Parent Company: ***(if applicable)***		

Type of Organization:

☐ Legislative ☐ Judicial ☐ Executive

Professional User: _____ Practicing Area of Law: _____

Support Staff: _____ Employer Identification Number: _____

Bar No: _____ Issuing State: _____

Date Issued/Expiration Date: _____ Organization Web Address: _____

Tax Exempt: ☐ Yes (attach Sales Tax Exemption Certificate) MSA: ☐ Yes ☐ No

☐ No

Tax ID No:

State Contract No:
(If applicable)

PO No:
(If applicable)

Contacts:

	Name	**Telephone**	**Email**
Installation:			
Billing:			
Policy/Legal Notification:			
Scheduling/Training:			

	Name	**Telephone**
Super Admin:		
	Email	**IP Address**

CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached ☐)	**ID HOLDERS' TITLES/POSITIONS**	**ID HOLDERS' EMAIL ADDRESSES**	**LOCATION/ADDRESS**

LexisNexis®

ATTACHMENT 4

☐

For internal use Payment Method:
☐ Confirming order copy ☐
☐ Check #_____ attached (separate checks for each company of origin)
☐ Net 30 Bill Monthly ☐ Bill Quarterly ☐
☐ Bill Semi-Annual Bill Annual
MasterCard® VISA® AMEX® Discover®
Credit Card # Exp. ☐

Order Number:

Sales Reps Name
Sales Rep #: - SL PMC:
Source Code:
Rush Order / Date Needed:
Additional Information:

ORDER FORM
Revised May 2016

MATTHEW BENDER®
9443 Springboro Pike
Miamisburg, OH 45342
(800) 833-9844 Fax (800) 828-8341

Ship to Account Information: Account Information Change	Bill to Account Information (if different than ship to): Account Information Change
Name:	Name:
Attn:	Contact:
Street:	Street:
City, State, Zip: County:	City, State, Zip: County:
Telephone #: Fax #:	Telephone #: Fax #:
Email Address:	LexisNexis Bill Group #:

I certify there are_____attorneys in the firm or department.

Enter Account # or check NEW ACCOUNT	Enter Bill to Account # (if different than ship to)	Purchase Order #

Qty	13 Digit ISBN #	# of Months	Sub Type (S/NS)	(AR/AS) Or (N)	OTP (Y/N)	Product Description	Unit Price	# of Users	User Fees	Disc %	Promo Code	# of Releases	Upkeep Cost	Total Price
														$
														$
														$

Sub = Subscription
For types of subscriptions and related options and letter codes, see clauses 1 and 2 below.

OTP = One time purchase only. **NOT** applicable for any Service Titles offering a 12 month Service Period.

DISC = Discount

Subtotal other pages:	$
Discount:	$
Subtotal:	$
Tax_____%:	$
**** Grand Total Price:**	$

****Shipping & Handling Fees will be added to the Grand Total**

1) **"S" Service Subscription** -Price includes product and Updates published during the indicated service period (minimum 30 days) at no additional charge except tax, shipping and handling where applicable. Renewal options include:

2) **"S/N" Service Subscription with Notification** - Notification that the subscription is due to be renewed, and the price of renewal, will be sent to you 60 days prior to renewal. If you fail to act, your subscription will be canceled.

3) **"NS" Non-Service Subscription** - Price includes product only, plus any Updates published within 30 days of purchase or as otherwise indicated. Subscription options include:

4) **"NS/AS" Non-Service Subscription with Automatic Shipments** - If you select this option you will receive and be billed for future Updates outside of the 30-day period without any action on your part. Estimated prior year prices and update frequency are shown with the description of each title. Non-Service Electronic Publications will be updated via automatic shipment to you, or by LN either pushing the Update to you electronically or notifying you that an Update is available for download.

5) **"NS/N" Non-Service Subscription with Notification** - Notification that an update has been published and the price of the update will be sent to you. If you fail to act, you will not receive the update.

6) **Additional pricing information for subscriptions**:

7) Unless otherwise indicated, pricing (including any grand total, retail price, and other pricing), does not include tax or shipping and handling, which will be charged and due at the then current rates. Shipping and handling amounts will be invoiced separately and will be included in your final invoiced amount. If you have chosen a monthly billing option, shipping and handling charges will be prorated over the term of the subscription and billed accordingly.

8) By placing an order, you agree you have been advised of the number of Updates and the cost related to the Updates that were made to the Publications last year. Renewal and Update price estimates are based on prior year costs and do not reflect actual costs associated with future renewal and Updates, which will likely include an increase over prior year's subscription price. The number of Updates and the upkeep costs may vary due to developments in the law and other publishing issues, but you may use this as a rough estimate of future shipments. You may call Support at 800-833-9844 for additional information on Update frequency and price.

9) **Cancellation and Return Information**:

10) You may cancel any subscription at any time by calling Customer Support at 800.833.9844; by mailing (postage paid) written notice of cancellation to us at LexisNexis Matthew Bender Attn: Customer Support, 9443 Springboro Pike, Miamisburg, Ohio 45342; or via https://support.lexisnexis.com/print . If you cancel a Subscription on any component of a product bundle or multi-media subscription, you will not be eligible for any of the discounts offered in connection with such order. You will receive a supplemental invoice for the remaining components of the product bundle or multi-media subscription order at their list price.

a) Shipments must be returned within 30 days of receipt, at your expense, for full credit of the purchase price, less shipping and handling fees and any other discount credits. All returns must be returned unused in the same condition as received. A copy of the invoice received with the shipment should be included with your return. A return shipping label is not provided. You can send your return to the following address:

LexisNexis Matthew Bender
136 Carlin Road
Conklin, NY 13748-1531

b) If you cancel a Service Subscription between 31 and 60 days after the invoice date and you return the product at your expense, you will receive a 5/6th credit of the price for the annual subscription. To receive any credit, you must return all product(s) shipped during the applicable subscription period at your expense within the applicable cancellation period listed above.

c) If you return a Non-Service Subscription at your expense within 30 days of shipment, you will receive full credit for the purchase price. No credit will be given for returns more than 30 days after shipment. Return of a shipment, other than the initial purchase, will not cancel your subscription.

d) No credit will be given more than 60 days after the invoice date for shipments to the 48 contiguous United States. However, this period is expanded to 90 days after the invoice date for orders shipped to Canada, and 120 days after the invoice date for orders shipped to the Virgin Islands, Puerto Rico, Hawaii, Alaska, and Non-US shipments.

e) All eBooks and CDs are non-cancellable and nonreturnable.

f) **International and Book Store Sales.** In addition to the refund/return rights listed above, the following rights also apply:
Bookstores may return overstock of new, unmarked, and undamaged books in the original packaging within 12 months of the date of the original invoice or within 24 months of the date of the original invoice for Study Aids and receive 100% refund of the purchase price less shipping and handling fees. The return must be sent at your expense and a copy of the original invoice must be included with the return.

You agree to purchase or license from LexisNexis, a division of RELX Inc. ("**LN**" or "**We**"), the LN products and services elected herein (each a "**Publication Service**"). Your use of, and access to, the Publication Service is expressly subject to the terms and conditions set forth the Publication Services Agreement (the "**Agreement**") found at http://www.lexisnexis.com/en-us/terms/publications-services-agreement.page and appended to this Agreement which is incorporated herein by reference. All capitalized terms not otherwise defined in this Order have the meaning given to them in the Agreement. This Order consists of this Order, and any Riders, and any other terms incorporated herein by reference.

Some prices reflected in this Order may be contingent on you maintaining all of your existing

4836-9658-5520, v. 3

Attachment 6
Lexis Advance® Subscription Order for State of Michigan – with Library Patron Access
(New Subscriber Version)

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

1. Subscription Agreement (Patron Access Order)

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis Advance® and the materials available therein ("Materials") pursuant to terms set forth in the LexisNexis General Terms and Conditions ("General Terms" Attachment 1) and the pricing set forth in the Price Schedule ("Price Schedule" Schedule B) (the General Terms together with the Price Schedule is collectively referred to as the "Patron Subscription Agreement" "Patron Access Order"), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: http://www.lexisnexis.com/terms/LACommercial2 and appended to this Agreement as Attachment 1 and Schedule B.

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

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

Number of Government Professional Users:	

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

2.3 If Subscriber, at the time of signing this Patron Access Order has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

3. Use of Lexis Advance by Library Patrons

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

LOCATION (ADDRESS, CITY AND STATE)	# OF TERMINALS

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

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

4. Lexis Advance Product and Charges

4.1 This Section 4 amends the Patron Access Order with respect to the Lexis Advance product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 4.2 below (the "Committed Term"). Except in the case of non-appropriation or negative appropriation, Subscriber may not terminate this Patron Access Order under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Agreement during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Patron Access Order pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Advance Content & Features for Use by Government Professional Users		
Product	**SKU Number**	**Number of Users**
☐ See attached Rider No. 1 for additional Content & Features		

Lexis Advance Content & Features for Use by Library Patrons		
Product	**SKU Number**	**Number of Users**
☐ See attached Rider No. 1 for additional Content & Features		

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

Committed Term	Monthly Commitment

_____ **(Initial)**

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

_____ **(Initial)**

Subscriber elects access to the Alternate Materials

4.4 LN may temporarily suspend access to Lexis Advance upon compliance with the payment dispute language in Schedule A, the Statement of Work, until all unpaid amounts are paid in full. No claims directly or indirectly related to this Patron Access Order with respect to amounts billed or payments made under this Patron Access Order may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

5. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

(a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;

(b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and

(c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Patron Access Order.

6. Miscellaneous

This Patron Access Order does not bind either party until it has been accepted by both parties, processed through Subscriber's Contract Change process, and any contractual changes are appended to this Patron Access Order through a Contract Change Notice.

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

AGREED TO AND ACCEPTED BY:

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

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	
Name:	
Job Title:	

CUSTOMER INFORMATION (Please type or print):		
Organization Name: (Full Legal Name)		
Billing Frequency:	☐ **Monthly**	☐ **Annually**
	Physical Address	**Invoice Address**
Street Address:		
City:		
State:		
Zip:		
County:		
Telephone:		
Fax:		
Parent Company: ***(if applicable)***		

Type of Organization:

Library: _____

Employer Identification Number: _____

Organization Web Address: _____

Tax Exempt: ☐ Yes (attach Sales Tax Exemption Certificate) ☐ No

MSA: ☐ Yes ☐ No

Tax ID No:

State Contract No:
(If applicable)

PO No:
(If applicable)

Contacts:

	Name	Telephone	Email
Installation:			
Billing:			
Policy/Legal Notification:			
Scheduling/Training:			

	Name	Telephone
Super Admin:		
	Email	**IP Address**

CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached ☐)	**ID HOLDERS' TITLES/POSITIONS**	**ID HOLDERS' EMAIL ADDRESSES**	**LOCATION/ADDRESS**

SCHEDULE I

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

Information needed to set up Patron Access:

1. **Law Library Name**:

_____

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

_____

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

_____

Number of terminals in contract: 1

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

Attachment 3

Law360

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

The use of www.Law360.com and all related and ancillary services and products (collectively, the "website" or "site") is subject to the following terms and conditions. All of these may be changed or updated from time to time without notice by posting to https://www.law360.com/terms; provided, however, that any changes to the terms which are not required by Compliance Mandate are only binding upon the State if the changes are accepted by the State and appended to the Agreement through the State's change notice process. Read this user agreement ("Agreement") carefully before accessing the content on this website or any affiliated websites. Terms not specifically identified in this Attachment 1 will be governed by the General Terms. However, if terms identified in this Attachment 1contradict the General Terms, then the terms in this Attachment shall control as it pertains to services for correctional institutions or prisons.

Terms and conditions below are current as of June 2019.

- GENERAL RULES.

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

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

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

1.4. Client may not access or otherwise use the Services if Client is identified on, and Client may not provide access to the Services to any individuals identified on, OFAC's list of Specially Designated Nationals, the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions.

2. LAW360 CONTENT.

2.1. Scope of Services. The Services within the scope of this Agreement include only access to those

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

2.2. Scope of Use. The Services and their contents are intended for Client’s individual, internal governmental, non-commercial and information use and may not be used for any other purposes, including Mass Distribution (as defined below).

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

2.4. Trademarks; Copyrights; Other Intellectual Property.

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

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

2.4.3. **Digital Millennium Copyright Act (‘DMCA’) Notice.** The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If a Client or Authorized User has a good faith belief that materials hosted by the Portfolio Media infringe their copyright, they (or their agent) may send Portfolio Media a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly being infringed upon; (b) identification of the copyrighted work claimed to have been infringed upon (or if multiple copyrighted works located on the site are covered by a single notification, a representative list of such works); (c)

identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Portfolio Media to locate the material on the site; (d) the name, address, telephone number, and e-mail address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If a Client or Authorized User believes in good faith that a notice of copyright infringement has been wrongly filed against them, the DMCA permits such person to send Portfolio Media a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see http://www.copyright.gov for details. Notices and counter-notices with respect to the Website should be sent to Portfolio Media, Inc., Attn: General Counsel, 860 Broadway, 6th Floor, New York, NY 10003, (tel) (646) 783-7100, (fax) (646) 783-7161. Portfolio Media suggests that users consult their legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA. It is Portfolio Media's policy to terminate relationships regarding content with third parties who repeatedly infringe the copyrights of others.

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

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

2.7. Third-Party Websites. Certain aspects of, or links contained on, the Services may link to websites or

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

3. SUBSCRIPTION AND PAYMENT TERMS; TERMINATION.

3.1. Subscription Form. The terms and conditions of this Agreement are expressly incorporated into and made a part of each of Client's Subscription Form(s) which set forth payment terms, the Subscription Fee and a description of the Services to which Client has subscribed. The Subscription Fee is non-refundable and failure to pay the Subscription Fee for the Services after invoice by Portfolio Media of a signed Subscription form shall constitute breach for which LN's sole and exclusive remedy is terminating the State's access to Law360.

3.2. Reserved.

3.3. Breach. Client's breach of any obligations under this Agreement may result in immediate termination of this Agreement and immediate suspension or termination of Client's access to the Services; provided that with respect to any non-monetary, curable breach, Portfolio Media will use commercially reasonable efforts to notify Client of, and grant Client the opportunity to cure such breach, although it shall be under no obligation to do so. In the event of such a breach, Portfolio Media shall not be obligated to refund or credit any fees incurred for the full contract terms as set forth in the Subscription form. Without limiting the foregoing, Client acknowledges and agrees that any action in violation of the Use Restrictions shall be an incurable breach of this Agreement.

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

3.5. Rights Regarding Section Reorganization and Website Reconfiguration. Client agrees and

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

4. ACCESS AND AVAILABILITY OF SERVICES.

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

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

4.1.2. Client agrees not to grant access to the Services to any person other than an Authorized User and to safeguard and, to the extent provided, maintain the confidentiality of its username and password. Client is responsible for ensuring compliance with the foregoing by each Authorized User in Client's organization. Client shall have a limited right to save the content of the Services for its personal-governmental, non-commercial and non-business use. Client shall have, subject to Section 4.1.3. (Mass Distribution) , a limited, non-transferrable, right to distribute a de minus amount of content of the Services to other State of Michigan government as necessary to perform its governmental functions provided that Client has a reasonable basis to believe that such selective distribution may be useful or helpful to the recipient for a particular purpose. The foregoing limited right to distribute is limited to personal communications to other State of Michigan governmental entities, such as email or letters, and does not include the right to engage in any Mass Distribution (as defined below). Any other distribution of the content of the Services is prohibited without the express prior written consent of Portfolio Media.

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

item or story contained in the Services to more than ten (10) individuals outside of Client's organization, Client must purchase a Law360 Reprint Package. More information about Law360 Reprint Packages can be found here.

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

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

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

4.3 Sole Responsibility. A court of competent jurisdiction may find that Client is solely liable for any direct damages (which includes claims directed against Portfolio Media by its third-party licensors) resulting from any infringement of copyrights, trademarks, proprietary rights, or any other claims, damages or liability arising from or in connection with Client's distribution or dissemination of any portion or content of the Services and agrees to responsible to Portfolio Media with respect thereto. Nothing in this Section waives the State's ability to raise any claims or defenses in such court of competent jurisdiction, including governmental immunity.

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

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

4.3. Downtime; Service Outages or Unavailability. Client agrees and acknowledges that the Services may be interrupted or unavailable during Downtime (as defined below). Portfolio Media shall use commercially reasonable efforts to restore Services after any interruption caused by Downtime. Portfolio Media shall not be liable for any service interruption or unavailability of the Services as a result of Downtime, events beyond the

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

5. REGISTRATION, SECURITY, AND PRIVACY.

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

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

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

5.4. Client agrees and acknowledges that under certain circumstances, Portfolio Media may store Client's IP address(es) or other information transmitted by Client's computer(s) or network as are reasonably necessary for Portfolio Media to identify Client and provide access to Services. Any such Client IP address(es) or other information collected pursuant this Section will be protected pursuant to LN's security policies and procedures.

5.5 LN may invoice Client for all usage or activity on Client's account, including use of Client's account by any third party, whether or not authorized by Client, and Client may be found responsible by a court of competent jurisdiction for any claims arising from or as a result of such usage.

5.5. Client shall immediately notify Portfolio Media of any known or suspected unauthorized use of Client's account, or

any known or suspected breach of security, including loss, theft, or unauthorized disclosure of Client's account information and agrees to fully cooperate with Portfolio Media in good faith and as reasonably required to remedy such security breach.

6. REPRESENTATIONS AND WARRANTIES.

6.1. Client agrees that it shall take any other means reasonably necessary to ensure compliance with this Agreement by any and all employees or authorized users of the Services.
6.2.
6.3. CLIENT AGREES THAT THE USE OF AND ACCESS TO THE SERVICES IS STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND PORTFOLIO MEDIA SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, WITH RESPECT TO THE OPERATION OF THIS WEBSITE, THE CONTENT OR INFORMATION CONTAINED THEREIN, OR THE SERVICES. NO WARRANTY OF ANY KIND IS IMPLIED REGARDING REIMBURSEMENT FOR LOSSES OF INCOME DUE TO DISRUPTION OF SERVICE BY PORTFOLIO MEDIA. PORTFOLIO MEDIA MAKES EVERY REASONABLE EFFORT TO ASSURE THAT ALL INFORMATION PUBLISHED BY IT IS CORRECT; HOWEVER, PORTFOLIO MEDIA DISCLAIMS ANY LIABILITY FOR ERRORS IN THE SERVICES. AS A SUBSCRIBER, CLIENT ASSUMES THE RISK OF POSSIBLE ERRORS CONTAINED IN THE SERVICES. CLIENT AGREES TO INDEPENDENTLY VERIFY ANY INFORMATION IT INTENDS TO RELY UPON, AND, IF REASONABLY NECESSARY, CLIENT SHOULD SEEK THE ASSISTANCE OF AN ATTORNEY IN DOING SO.

7. MISCELLANEOUS.

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

7.1. Reserved

7.2. Reserved

7.3. Reserved.

7.4. Reserved.

7.5. Reserved.

7.6. Compliance with Laws. Client will comply with all applicable laws.

7.7. Reserved.

7.8. Reserved.

Lexis

Attachment 7

STATE OF MICHIGAN
Agreement for Prison Solutions

"Customer":	

1. Organization Name (Full Legal Name): _____
2. Physical Address: _____
   City: _____ State: _____ Zip: _____
3. County: _____ 4. Country: _____
5. Telephone Number: _____ 6. Fax Number: _____
7. Invoice Address (email and physical address): _____
8. Name of Contact, Telephone Number and Email Address for the following:
   Overall Installation: _____ _____ _____
   Billing: _____ _____ _____
   Policy/Legal Notification: _____ _____ _____
   Scheduling/Training: _____ _____ _____
9. Tax Exempt: ☒ Yes (attach Sales Tax Exemption Certificate) ☐ No
10. Organization Web Address: _____
11. ☐ If this box is checked, then Customer has requested to be billed and will pay for a whole Order Period at a time.

Customer agrees to license the Products listed in the tables below on the terms of this Agreement.

Product(s) and Pricing for 'DISTRIBUTED MEDIA' - EHD ☒ DVD ☐ N/A ☐		
Acct Number: TBD	**Qty of each of those checked above:**	**# of Terminals of each of those checked above:**
Distributed Media Prison Solution	**ISBN#**	**Library #**

Check Box if Delivery Address and or Contact Name is same as above ☒
Delivery Address:
Contact Name:

PRISON SOLUTIONS Order Periods			**Monthly ☒ Annual ☐**
	to		$
	to		$
	to		$
	to		$
	to		$

Kiosks*					
Quantity	**Vendor**	**One-time charge per each**	**Shipping & Handling per each**	**Taxes (or N/A) per each**	**TOTAL for Kiosks**
		$	$	$	$
*NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER AGREES THAT LN/MB ACT ONLY AS A BILLING AGENT AND HAVE NO LIABILITY OR OBLIGATIONS (IN WARRANTY OR OTHERWISE) FOR THE KIOSKS.					

Product(s) & Pricing for 'ONLINE SERVICE' - STAFF ONLY ☐ N/A ☒		
Total # Government Professionals:	**Billgroup #:**	
Preferred Pricing Materials	**Source/Menu #**	**Shepards**
☐ **See attached for additional Preferred Materials**		

Product(s) & Pricing for 'ONLINE SERVICE' - Staff on Behalf Of Inmate ☐ Inmate Access ☐ N/A ☒		
Total # Terminals:	**Billgroup #:**	
Preferred Pricing Materials	**Source/Menu #**	**Shepards**
☐ **See attached for additional Preferred Materials**		

Customer IP Address	
Location	**IP Address**

ONLINE ACCESS Staff User Name(s) List	
ID Holder Name	**ID Holder Email address**
☐ **See attached for additional names**	

ONLINE ACCESS Order Periods				**Monthly ☒ Annual ☐**
Beginning		to		$
Beginning		to		$
Beginning		to		$
Beginning		to		$
Beginning		to		$

ADDITIONAL TERMS FOR ALL PRODUCTS

The following additional terms are for the implementation of all Products, whether Distributed Media-Type or Online Services -type Products. Depending on the type of Product, additional terms in an additional corresponding section below also apply. Terms not specifically identified in this Attachment 7 will be governed by the General Terms (i.e., Attachment 1). However, if terms identified in this Attachment 7 contradict the General Terms, then the terms in this Attachment shall control as it pertains to services for correctional institutions or prisons.

1. Preliminary Definitions (other definitions elsewhere herein)

1.1. "Authorized Users" means each of the Customer's employees and inmates under Customer's control and supervision at Customer's facility who are authorized by Customer to access and use the Materials, unless a more specific restriction is applied to a certain Product.

1.2. "Materials" means the materials available in or through the Product.

1.3. "LexisNexis" or "LN" means LexisNexis, a division of RELX Inc., a Massachusetts corporation.

2. License; Restrictions on Use; Products

2.1. Customer and its Authorized Users are granted a non-exclusive, non-transferable, limited right to access and use the Product made available under this Agreement for legal research purposes. The rights granted to each Authorized User are as follows:

2.1.1. The right to electronically display Materials retrieved through the Product for the Authorized User's individual use to no more than one person at a time;

2.1.2. The right to download or make printouts of Materials using the commands of the Product and to create a single printout of Materials accessed via commands of the Product ("Authorized Printouts");

2.1.3. The right to retrieve via downloading commands of the Product and store in machine-readable form, primarily for one person's exclusive use, a single copy of insubstantial portions of Materials included in any individual file, provided that storage is for no more than 90 days; however, for court cases, court rules, court briefs, agency issued documents, agency regulations or executive branch materials from the United States, its states, local governments, or territories, the storage need not be limited to 90 days but must comply with other restrictions in this Agreement; and

2.1.4. To the extent permitted by applicable copyright law, the right to make copies of Authorized Printouts and distribute Authorized Printouts and copies.

2.2. Except as specifically provided in Section 2.1, Customer and its Authorized Users are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Product, and may not print or download Materials without using the commands of the Product.

2.3. Customer and its Authorized Users are not permitted to:

2.3.1. Remove or obscure any copyright notice or other notice or terms of use contained in the Product or Materials;

2.3.2. Use the Product or Materials in any fashion that may infringe any copyright, intellectual property right, or proprietary or property right or interest of LN or its contractors or content suppliers;

2.3.3. Use the Product or Materials to develop a database, infobase, online or similar database service, or other information resource in any media (print, electronic or otherwise, now existing or developed in the future) for sale to or use by others; or

2.3.4. Copy, reverse engineer, decompile, disassemble, derive source code, modify or prepare derivative works of the Product or Materials; or

2.3.5. Use the Product or Materials in a manner that is non-compliant with any applicable laws, rules or regulations.

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

2.5. Proprietary Rights

2.5.1. The Product and Materials and any copyrights, trademarks, patents, trade secrets, intellectual property rights and other proprietary rights in and to the Product and Materials are owned by LN and its contractors and content suppliers. Customer acquires no proprietary interest in the Product, Materials, or copies thereof.

3. Pricing; Payment

3.1. Pricing listed in this Agreement does not include any applicable taxes, which shall also be due from Customer (if applicable).

3.2. Reserved.

3.3. In the event Customer is a government agency or body, this is a multi-year contract, and sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, LN may terminate this Agreement effective on the last day of the last Order Period that was funded by providing Customer with at least 10 days prior written notice. Customer will not be obligated to make payments for services or amounts incurred after the end of the last funded fiscal period. No penalty or expense shall accrue to Customer in the event this provision becomes effective.

4. Term and Termination

4.1. The term of this Agreement will begin on the first day of the first Order Period specified above and will end on the last day of the last Order Period ("Term").

4.2. Customer may not terminate this Agreement under any terms related to the Products provided during the Term except in the case of non-appropriation or budget shortfalls; provided however, either party may terminate this Agreement during the Term for a material breach by the other. Prior to exercising such right of termination, the non-breaching party must first provide the breaching party with 30 days prior written notice setting forth with specificity the nature of the breach. If such breach remains uncured 30 days after the aforementioned breach notice is given, the non-breaching party may terminate immediately upon written notice. If Customer is terminating due to non-appropriation or budget shortfalls; said termination is effective immediately upon written notice to LN. If Customer terminates this Agreement pursuant to this Section, then Customer will pay all charges incurred up to the date of termination to the extent funds are available.

4.3. LN may terminate this Agreement immediately upon written notice to Customer in the event: (i) any subcontracting agreement between LN and its third party suppliers expires or is terminated, (ii) any LN supplier becomes insolvent or makes an assignment for the benefit of creditors, or (iii) any LN supplier is unable or fails to perform the services that are required in order for LN to perform their obligations hereunder. Notwithstanding anything to the contrary in this Agreement, LN may suspend or discontinue providing the Product to Customer or its Authorized Users (in whole or part) without notice and pursue any other remedy legally available to it if Customer fails to comply with any of Customer's obligations hereunder.

4.4. Notwithstanding the above, if the Customer is not a government entity, then the Customer may terminate this Agreement upon written notice to LN if (i) the governmental body for whom the Customer is

operating the prison ("Government Entity") stops using the facilities attributable to this Agreement, or (ii) Government Entity determines, in an official certified statement, supplied to Customer, that the LN services covered in this Agreement do not meet the requirements of the Agreement or applicable law or regulation.

5. Warranties; Liabilities/Remedies

5.1. Reserved

5.2. Reserved

5.3. 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 Products or any Materials available or not included therein, (b) the unavailability or interruption of the Products or any features thereof or any Materials, (c) Customer's or an Authorized User's use of the Product or Materials regardless of whether Customer received any assistance from a Covered Party in using the Product or Materials), (d) the loss or corruption of any data or equipment in connection with the Product, (e) the content, accuracy, or completeness of Materials, all regardless of whether Customer or an Authorized User received assistance in the use of the Product or Materials from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content referred to in the Materials.

5.4. "Covered Party" means (a) LN, its affiliates including Matthew Bender, and any officer, director, employee, subcontractor, agent, successor, or assign of LN 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.

5.5. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW AND WITH THE EXCEPTION OF CUSTOMER'S MISUSE OF LN DATA OR VIOLATION OF THIRD PARTY LICENSING RREQUIREMENTS, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF ANY PARTY ARISING OUT OF OR RELATING TO THE PRODUCTS OR MATERIALS OR THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, WHETHER IN ONE CLAIM OR IN MULTIPLE CLAIMS, EXCEED THE LESSER OF CUSTOMER'S ACTUAL DIRECT DAMAGES OR THE AMOUNT CUSTOMER PAID FOR THE PRODUCT IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. CUSTOMER'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH CUSTOMER OR ITS AUTHORIZED USERS MAY HAVE AGAINST ANY COVERED PARTY.

5.6. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE PARTIES SHALL NOT BE LIABLE (WHETHER RELATED TO STATUTE, TORT, STRICT LIABILITY, CONTRACT, BREACH OF WARRANTY OR OTHERWISE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, EVEN IF A COVERED PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE PRODUCT, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO INDEMNITY OBLIGATIONS OR CUSTOMER'S (AND ITS AUTHORIZED USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO LN OR ITS THIRD PARTY SUPPLIERS.

5.7. LN ALSO SHALL NOT BE LIABLE FOR, AND SHALL BE EXCUSED FROM, ANY FAILURE TO PERFORM OR DELAY IN PERFORMANCE DUE TO CAUSES BEYOND THEIR REASONABLE CONTROL, INTERRUPTIONS OF POWER OR TELECOMMUNICATIONS SERVICES, ACT OF WAR, TERRORISM OR NATURE, GOVERNMENTAL ACTIONS, FIRE, FLOOD, NATURAL DISASTERS OR SIMILAR EVENTS.

5.8. Reserved.

5.9. Reserved.

5.10. Reserved.

5.11. LN shall have no responsibility to Customer under this Section 5 with respect to any use of the Products or Materials in a manner not authorized by this Agreement; or for any abuse or modification of the Products or Materials by Customer or its Authorized Users.

5.12. If employees or inmates misuse the Product or any other online services, Customer may be found liable by a court oc competent jurisdiction for any such misuse. .On an annual basis, and upon 15 days written notice from LN, Customer will reasonably cooperate with LN to audit to ensure that the Customer's and its Authorized User's requirements under this Agreement are being fulfilled. LN may request, no more than once in every twelve (12) month period, a written certification of the then-current number of Authorized Users of a specific LN product. Subscriber will provide such written certification within fifteen (15) business days of receipt. If the number of Authorized Users is greater than those set forth in the applicable order form, LN will adjust the price according to the tiered pricing provided pursuant to this Agreement. LN may invoice Subscriber for any use in excess of the number of Authorized Users set forth above at the rate set forth in this Agreement and payment by Subscriber will be made pursuant to the terms of this Agreement. Payment under this provision shall be LN's sole and exclusive remedy to cure these issues

6. Miscellaneous

6.1. Subject to any state statutes, this Agreement contains confidential pricing information of LN. Customer understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take confidence and take reasonable precautions against such disclosure to any third person. This Section will survive the termination or expiration of this Agreement.

ADDITIONAL TERMS FOR DISTRIBUTED MEDIA PRODUCTS

The following terms are additional terms for the implementation of Distributed Media Products. For Distributed Media Products, the terms for all Products in the additional corresponding section above also apply. If there is a conflict between the below terms and any other terms in this Agreement for this particular Distributed Media Product, the below terms will control. LN and Matthew Bender & Company, Inc. ("MB") provide DP-type Products.

I. Preliminary Definitions (other definitions elsewhere herein)

I.1. "Product" includes the Distributed Media Product that includes the Materials and the Distributed Media on or through which the Materials are provided to the Customer by LN/MB.

I.2. "Distributed Media" means the set of one or more DVDs and/or External Hard Drives provided by LN/MB to Customer that contains the Materials.

II. Distributed Media -Type Service

II.1. During the Term, LN/MB will provide Customer and its Authorized Users with access to and use of the Product. The number of copies of the Product and the delivery locations for such Product are set forth above.

II.2. LN/MB will use reasonable efforts to update the Distributed Media on monthly or quarterly basis (depending upon the materials).

II.3. Customer understands and acknowledges that LN/MB may use one or more of its approved subcontractors to install any Kiosk Prison Solution ordered.

III. Pricing; Payment

III.1. In exchange for access to and use of the Distributed Media, Customer will pay LN/MB the charges set forth above, which includes all charges for shipping and handling.

III.2. MB will serve as LN's billing agent during the Term. MB will provide Customer with one consolidated invoice for the Distributed Media which shall be provided to Customer as set forth above. Customer will pay the commitments to MB and MB will remit to LN that portion of the commitments that is due to LN under this Agreement.

IV. Termination

IV.1. Upon termination of this Agreement, at the direction of LN/MB, Customer will either cease all use of and destroy the Distributed Media, or return the Distributed Media to LN/MB at LexisNexis, 701 East Water Street, Charlottesville, Virginia 22902, or such other address as LN/MB may direct.

V. Warranties; Liabilities/Remedies; other

V.1. CUSTOMER'S EXCLUSIVE REMEDY AND LN/MB'S SOLE OBLIGATION WITH RESPECT TO DEFECTIVE DISTRIBUTED MEDIA WILL BE THE RIGHT TO RETURN THE DEFECTIVE DISTRIBUTED MEDIA FOR A REPLACEMENT COPY AT NO ADDITIONAL CHARGE.

V.2. ALL REFERENCES IN THE "ADDITIONAL TERMS FOR ALL PRODUCTS" SECTION ABOVE TO LN SHALL BE READ AS LN/MB AS IT RELATES TO THE DP-TYPE PRODUCTS.

ADDITIONAL TERMS FOR ONLINE SERVICES-TYPE PRODUCTS

The following terms are additional terms for the implementation of Online Services-Type Products. For Online Services -Type Products, the terms for all Products in the additional corresponding section above also apply. If there is a conflict between the below terms and any other terms in this Agreement for this particular Online Service-Product, the below terms will control. LexisNexis, a division of RELX Inc. ("LN") provides Online Services -type Products.

A. Preliminary Definitions (other definitions elsewhere herein)

A.1. "Product" includes the online service that includes the Materials and the Online Services on or through which the Materials are provided to the Customer by LN.

A.2. "Online Services" means the online services provided by LN to Customer that contains the Materials.

B. Additional License Terms for types of Online Services Access

B.1. STAFF ACCESS (additional terms for Staff on Behalf of Inmates access and Staff Only access, as may be provided pursuant to this Agreement)

B.1.1. This Section B.1 relates only to the Customer's Billgroups and locations (the "Staff on Behalf of Inmates Participating Billgroups," the "Staff Only Participating Billgroups," collectively, the "Staff Participating Billgroups") set forth in this Agreement and the Authorized Users under the Staff Participating Billgroups.

B.1.2. For Staff Participating Billgroups, an "Authorized User" is further restricted to mean only individuals to whom Customer assigns an LN identification number under a Staff Participating Billgroup ("LN ID"). Such Authorized Users may only be Customer's employees, temporary employees, and contractors.

B.1.3. Customer agrees that each LN ID may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. Customer will manage its roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User no longer works for Customer or Customer otherwise wishes to terminate the Authorized User's access to the Online Services. Customer is responsible for all use of the Online Services accessed with LN IDs, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Subscriber's employees. Customer will implement policies and procedures to prevent unauthorized use of LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

B.1.4. Customer certifies that on the date this Order is signed by Customer there are the number of staff professionals as set forth above (the "Reference Number") in Customer's organization. Upon the request of LN, Customer will recertify to the Reference Number.

B.1.5. In consideration of Customer's payment to LN of the commitment amounts specified above, the Staff Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified by source/menu number above as available in the Online Services. If Customer is an existing LN customer and this is a revision to Customer's Materials for Staff and commitment, fees will be prorated for the month (or other period as indicated) in which the change becomes effective if the change occurs other than on the first day of the month (or other period as indicated).

B.1.6. At no additional charge, the Staff Participating Billgroups may do offline printing, online printing and saving to disk of Materials related to the type of access provided for under this Agreement, as shown above.

B.2. INMATE ACCESS (additional terms for Inmate access, as may be provided pursuant to this Agreement)

B.2.1. This Section B.2 relates only to the Customer's Billgroups and locations (the "Inmate Participating Billgroups") set forth in this Agreement and the Authorized Terminals under the Inmate Participating Billgroups.

B.2.2. "Authorized Terminals" means an individual computer (e.g., laptop, workstation, etc.) kiosk or dumb terminal for which there is embedded an LN identification number to access the LN Online Services under an Inmate Participating Billgroup ("LN ID"). For Inmate access, "Authorized Users" are restricted to only Customer's employees and inmates under Customer's control and supervision accessing and using the Online Services via the Authorized Terminals.

B.2.3. Customer is responsible for all use of the Online Services accessed via the Authorized Terminals, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Customer's employees and inmates. Customer will implement policies and procedures to prevent unauthorized use of the Authorized Terminals and LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

B.2.4. Customer certifies there are only up to the number of Authorized Terminals listed in this Agreement above that are available for inmates to access and use the LN Online Services. Customer agrees that pricing provided to Customer depends in part on the number of Authorized Terminals. At the request of LN from time to time, Customer will re-certify in writing the then-current number of Authorized Terminals. If there is a change in the number of Authorized Terminals during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Customer, increase or decrease the commitment listed above by an amount that does not exceed, on a percentage basis, the change in the number of Authorized Terminals. In this Agreement above, Customer will list the total number of facilities (unique locations) and total inmate population for all facilities. Customer hereby certifies that each LN ID may only be used by the Customer facility and Authorized Terminal to which it is assigned and may not be shared with or used by any other facility or on any other Authorized Terminal.

B.2.5. In consideration of Customer's payment to LN of the commitment amounts specified above, the Inmate Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified above by source/menu number as available in the Online Services. If Customer is an existing LN customer and this is a revision to Customer's Materials and commitment, fees will be prorated for the month (or other period as indicated) in which the change becomes effective if the change occurs other than on the first day of the month (or other period as indicated).

B.2.6. Access to the Product will not include any email, fax or download capabilities to address security concerns inherent in allowing inmates to access and use online services via the Internet.

B.2.7. The parties acknowledge certain security concerns inherent in allowing prisoners to access and use the LN online services via the Internet. Accordingly, during the Term, Customer shall implement and maintain certain online security standards by using equipment and system settings that provide blocking an inmate's use of: (i) navigation Universal Resource Locators ("URLs") outside of intended product scope; (ii) manipulation of URL strings through the product browser; and (iii) web email links. Customer is responsible for limiting access to servers and URLs defined by LN and such servers and URLs may be changed from time to time by LN. Customer will make changes as needed or requested, but will maintain the responsibility of an inmate's access through its system. Customer shall maintain industry standard online security procedures and in the event such standards vastly improve, then Customer will use reasonable commercial efforts to meet or exceed such standards with respect to use of the LN services. LN may require a third party facility security assessment before service is started or re-instatement of service after a security issue. LN may require a first party security questionnaire be completed before service is started as stated in this Agreement.

B.2.8. Customer will provide to LN the Internet Protocol address(es) ("IP Address(es)") available for each facility location that will be accessing the LN services in the table on the Configuration and Pricing Sheet. LN may periodically and at request of Customer review failed authentication reports of these IP Address(es) or monitor them to assure that correct materials of the Online Services are being accessed by only those locations authorized or any access to unauthorized websites or email services.

B.2.9. Customer agrees that they are providing access specifically for inmates only and that no other LN service(s) may be used by, or on, behalf of an inmate. If Customer has normal accounts outside of inmate access, Customer must maintain a separation of accounts. It is also agreed that Customer shall not provide any inmate the authentications credential(s) (this includes just the product ID without a password) or access to any electronic or paper records that provide LN billing information.

B.2.10. Notwithstanding the foregoing in Sections B.2, in the event LN becomes aware of any abuse, misuse or security breach situations of the LN services or any Materials contained therein, then LN reserves the right to immediately suspend all facility access without notice until such incident is resolved to LN's satisfaction. Customer agrees that the resolution may require documented and certified proof of correction. Customer takes responsibility for any security breach or situation where an inmate has access to something prohibited.

SIGNATURES TO AGREEMENT

LN accepts this Agreement on its own behalf and as authorized agent for each of the other companies that provide Products under this Agreement. LN's agency is described the relevant term section above.

Agreed to and accepted by:

LexisNexis, a division of RELX Inc.

SIGNED:	_____	**SIGNED:**	_____
PRINTED:	_____	**PRINTED:**	_____
TITLE:	_____	**TITLE:**	_____
DATE:	_____	**DATE:**	

THIS AGREEMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. LEXISNEXIS MAY ACCEPT THIS AGREEMENT BY SIGNING ABOVE OR BY PERFORMING THIS AGREEMENT.

THE PRICES AND OTHER TERMS IN THIS AGREEMENT ARE SUBJECT TO CHANGE IF CUSTOMER HAS NOT SUBMITTED A SIGNED COPY OF THIS AGREEMENT TO LEXISNEXIS ON OR BEFORE THE BEGINNING OF THE FIRST ORDER PERIOD UNDER THIS AGREEMENT. TO IMPLEMENT THIS AGREEMENT ON THE FIRST DAY OF A MONTH, LEXISNEXIS MUST RECEIVE A COPY OF THIS AGREEMENT SIGNED BY CUSTOMER ON OR BEFORE THE 20TH DAY OF THE PRECEDING MONTH.

Account Representative Name:		Account Representative Number:	

STATE OF MICHIGAN

Master Agreement 200000000691
Electronic Law Library for the Michigan Department of Corrections

SCHEDULE G
USER ACCEPTANCE TESTING

1. **Definitions**. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Section 1** have the respective meanings given to them in the Contract.
   - **a.** "**Acceptance**" has the meaning set forth in **Section 3.e** of this Schedule.
   - **b.** "**Acceptance Tests**" means such tests as may be conducted in accordance with **Section 3** of this Schedule and the Statement of Work to determine whether the Software meets the Requirements.
   - **c.** "**Defect**" means any failure or failures of the System, or any API, to conform to the Requirements, and any applicable specifications set forth in the Documentation.
   - **d.** "Integration Testing" has the meaning set forth in **Section 3.a.iii** of this Schedule.
   - **e.** "**Requirements**" means the State's business and technical requirements regarding the features and functionality of the System, which are set forth in the Statement of Work.
   - **f.** "**SUITE**" means the State Unified Information Technology Environment, which was designed and implemented to standardize methodologies, processes, procedures, training, and tools for project management and systems development lifecycle management.
   - **g.** "**Test Data**" means Contractor's or the State's test data and testing scripts for use in Acceptance Testing during UAT.
   - **h.** "**Test Environment**" means the operating environment created by Contractor for purposes of UAT.
   - **i.** "**Testing Period**" has the meaning set forth in **Section 3.a.ii** of this Schedule.
   - **j.** "**Test Results**" means the results Contractor or the State expects to be achieved by processing the Test Data using the System.
   - **k.** "**UAT**" means User Acceptance Testing.
   - **l.** "**UAT Plan**" means Contractor's written plan outlining the UAT schedule, procedures for logging Defects and tracking corrections and re-testing status.
2. **Parties Obligations for UAT**.
   - **a.** Contractor Obligations. Contractor will complete the following tasks as part of UAT:
     - i. Install, configure and deploy the solution into the Test Environment;
     - ii. Install, configure and deploy all API and related Equipment necessary for the System to fully function in accordance with the Requirements;
     - iii. Create and provide to the State sufficient Test Data and Test Results to adequately test the solution end-to-end, including testing of any APIs and Equipment for purposes of Integration Testing;
     - iv. Review any State-created Test Data and provide necessary feedback to the State;
     - v. Assist the State with completing any necessary SUITE documentation;
     - vi. Communicate to the State that the Testing Environment is ready for use prior to initiation of Acceptance Tests;
     - vii. Create a written UAT Plan;
     - viii. Train State staff on how to perform Acceptance Tests using the UAT Plan.
     - ix. Correct Defects in Test Results in accordance with Section 3 of this Schedule, which are identified by Contractor or the State during the testing Period;
     - x. Conduct regular status meetings during UAT to assess Test Data and Test Results; and
     - xi. Provide a tracking system for Contractor and the State to log Defects and track corrections and re-testing status.
   - **b.** State Obligations: The State will complete the following tasks as part of UAT:

i. Create its own Test Data for use in UAT;
ii. Develop and add approved tests to the UAT Plan;
iii. Execute tests and report Test Results to Contractor in accordance with the UAT Plan;
iv. Participate in regular testing status meetings;
v. Enter defects from Test Results into the Contractor-provided issue tracking system. Details to be entered include a minimum of: (i) detailed description of the problem (include screenshot(s) if applicable); and (ii) steps needed to reproduce the issue;
vi. Perform regular retest of Contractor resolved defects based on mutually agreed schedule; and
vii. Work with Contractor to prioritize issues that arise during UAT.

3. **Acceptance Testing; Acceptance**.
   a. Acceptance Testing.
      i. Unless otherwise specified in the Statement of Work, upon installation of the System and direction from Contractor that the System is ready to be tested by the State, acceptance tests will be conducted as set forth in this **Section 3** to ensure the Solution conforms to the requirements of the Contract, the Statement of Work, and the applicable Requirements.
      ii. All Acceptance Tests will take place at a designated State facility, with remote access to the Solution, commencing within 30 business days following Contractor's notice that the Solution is ready to be tested by the State, and be conducted diligently for up to thirty (30) Business Days, or such other period as may be set forth in the Statement of Work (the "**Testing Period**"). Acceptance Tests will be conducted by the State, and if requested by the State, Contractor will make suitable Contractor Personnel available to assist or guide such Acceptance Tests. Contractor is solely responsible for all costs and expenses related to Contractor's performance of, participation in, and observation of Acceptance Testing.
      iii. All APIs and Equipment must be delivered at the same time as the Solution, and Acceptance Tests will also be performed on the integrated Solution as a whole to ensure full operability, integration, and compatibility among all elements of the Solution ("**Integration Testing**").
      iv. The State may suspend Acceptance Tests and the corresponding Testing Period by written notice to Contractor if the State discovers a material Defect in the tested System or part or feature of the System. In such event, Contractor will immediately, and in any case within ten (10) Business Days, correct such Defect, whereupon the Acceptance Tests and Testing Period will resume for the balance of the Testing Period.
   b. Notices of Completion, Defects, and Acceptance. Within fifteen (15) Business Days following the final completion of all Acceptance Tests, including any Integration Testing, the State will prepare and provide to Contractor written notice of the completion of the tests. Such notice must include a report describing in reasonable detail the tests conducted and the results of such tests, including any uncorrected Defect in the tested System.
      i. If such notice identifies any Defects, the parties' rights, remedies, and obligations will be as set forth in **Section 3.cc** and **Section 3.dd** of this Schedule.
      ii. If such notice identifies no Defects, such notice constitutes the State's Acceptance of such Solution.
   c. Failure of Acceptance Tests. If Acceptance Tests identify any Defects, Contractor, at Contractor's sole cost and expense, will remedy all such Defects and re-deliver the Solution, in accordance with the Requirements. Re-delivery will occur as promptly as commercially possible and, in any case, within fifteen (15) Business Days following, as applicable, Contractor's receipt of the State's notice under **Section bb**, identifying any Defects.
   d. Repeated Failure of Acceptance Tests. If Acceptance Tests identify any defect in the Solution after a second or subsequent delivery of the Solution, or Contractor fails to re-deliver the Solution on a timely basis, the State may, in its sole discretion, by written notice to Contractor:
      i. continue the process set forth in this **Section 3**; or
      ii. deem the failure to be a non-curable material breach of this Contract and the Statement of Work and terminate the Contract for cause.

e. Acceptance. Acceptance ("**Acceptance**") of the Solution (subject, where applicable, to the State's right to perform Integration Testing) will occur on the date of the State's delivery of a notice accepting the Solution under **Section 3.b.ii** of this Schedule.

STATE OF MICHIGAN

Master Agreement No. 200000000691
Electronic Law Library for the Michigan Department of Corrections
SCHEDULE H
INSURANCE

Required Coverage.

1) **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by an company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
Minimal Limits: $1,000,000 Each Occurrence Limit $1,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations Deductible Maximum: $50,000 Each Occurrence	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
Umbrella or Excess Liability Insurance	
Minimal Limits: $5,000,000 General Aggregate	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds.
Workers' Compensation Insurance	
Minimal Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Privacy and Security Liability (Cyber Liability) Insurance	

Minimal Limits: $1,000,000 Each Occurrence $1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

2) If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

3) If any of the required policies provide claim-made coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of contract work; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the contract of work; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

4) Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

b. Non-waiver. This **Schedule H** is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).