

REQUEST FOR LEGISLATIVE ACTION

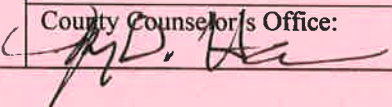
Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20148

Sponsor(s): Crystal Williams

Date: April 23, 2019

SUBJECT	Action Requested ☒ Resolution ☐ Ordinance Project/Title: <u>Awarding a Sixteen Month Term and Supply Contract for the furnishing of Legal Research Services to LexisNexis of Miamisburg, OH for use by the County Counselor's Office, Prosecuting Attorney's Office, and the Medical Examiner's Office as a Sole Source.</u>																				
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td></td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td></td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td></td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td></td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> </table> * If account includes additional funds for other expenses, total budgeted in the account is: \$ OTHER FINANCIAL INFORMATION: ☐ No budget impact (no fiscal note required) ☒ Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: <table border="1"> <thead> <tr> <th>Department</th><th>Estimated Use</th></tr> </thead> <tbody> <tr> <td>County Counselor's Office</td><td>\$19,617.00</td></tr> <tr> <td>Prosecuting Attorney's Office</td><td>\$19,482.00</td></tr> <tr> <td>Medical Examiner's Office</td><td>\$ 1,545.00</td></tr> <tr> <td>Total</td><td>\$40,644.00</td></tr> </tbody> </table> Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:		Department	Estimated Use	County Counselor's Office	\$19,617.00	Prosecuting Attorney's Office	\$19,482.00	Medical Examiner's Office	\$ 1,545.00	Total	\$40,644.00
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PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date): 19466 (May 1, 2017)																				
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Katie Bartle, Senior Buyer, 816-881-3465																				
REQUEST SUMMARY	The County Counselor's Office, Prosecuting Attorney's Office, and the Medical Examiner's Office all require a term and supply contract for Legal Research Services. Research by all departments has determined there is no other vendor currently providing these services. The sixteen month term will align the expiration of this Resolution with the expiration of this contract extension. Pursuant to Section 1030.1 of the Jackson County Code, the Purchasing Department recommends the award of a Sixteen Month Term and Supply Contract for the furnishing of Legal Services to LexisNexis of Miamisburg, OH for use by the County Counselor's Office, Prosecuting Attorney's Office, and the Medical Examiner's Office as a Sole Source Purchase.																				
CLEARANCE	☐ Tax Clearance Completed (Purchasing & Department) N/A ☒ Business License Verified (Purchasing & Department) ☒ Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)																				
COMPLIANCE	☐ MBE Goals ☐ WBE Goals No goals assigned ☐ VBE Goals																				
ATTACHMENTS	Sole Source Memo from the County Counselor's Office, Quotation and Agreement from LexisNexis, Cost breakout estimate from the County Counselor's Office																				

REVIEW	Department Director:	Date:
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager:	Date:
	County Counselor's Office: 	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the _____ Fund in ____.
- ☐ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.



JACKSON COUNTY
Office of the County Counselor

Jackson County Courthouse-2nd Floor
415 East 12th Street
Kansas City, MO 64106

Attorneys

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FAX: (816) 881-3398

MEMORANDUM

March 25, 2019

To: Barbara Cassamento

Re: LexisNexis Subscription Agreements

I am asking for your approval for the Sole Source renewal of a 50 user subscription agreement with LexisNexis, and for Lexis Advance a two user subscription agreement with LexisNexis for Accurint Government. The subscription will provide the County Counselor's Office, the Prosecuting Attorney's Office and the Medical Examiner's Office with research tools that are necessary to the operation of those offices.

I request LexisNexis be considered a Sole Source vendor for these research subscriptions because the databases that can be accessed are unique and not available through any other vendor, and because LexisNexis has entered into an exclusive partnership with Microsoft that will allow linked access to the research databases in analyzing pleadings received from other parties in litigation, as well as facilitate the preparation of documents and pleadings prepared by the County Counselor's Office and the Prosecuting Attorney's Office. This company is the only company that has the ability to provide the unique research sources contained in the proposed subscription agreements.

No other company, to our knowledge and according to the Purchasing Department's research, has the ability to provide this commodity.

Respectfully submitted,



Jay D. Haden
Interim County Counselor



**Lexis Advance® Subscription Amendment for State/Local
Government
(Existing Subscriber Version)**

"Subscriber" Name: Jackson County Counselor

Account Number: 1000058H2

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

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at www.lexisnexis.com/terms/general.

2. Certification

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

Number of Government Professional Users:	50
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2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

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

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

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

3. Lexis Advance Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance® product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
National Primary Enhanced	1011511	50
City Attorney Premium Library	1011966	50
MO Practice Library	1011549	50

Prosecutor Premium Library	1011969	50
ALR/AmJur	1011970	50
All Briefs Pleadings & Motions	1010612	50
All LexisNexis forms	1011954	50
☐ See attached Rider No. 1 for additional Content & Features		

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

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

Committed Term	Monthly Commitment
9.1.2019 - 8.31.2020	3247

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

Subscriber elects access to the Alternate Materials

(Initial)

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

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

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 3.22.19.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. SUPPORT AND TRAINING

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

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

7. Miscellaneous

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

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

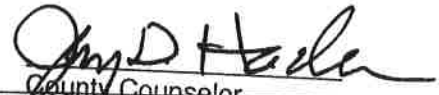
AGREED TO AND ACCEPTED BY:

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

APPROVED AS TO FORM

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]


County Counselor

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



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

1. Term.

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

2. Technical Requirements.

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

3. License.

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

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

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

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

LEXIS FOR MICROSOFT OFFICE				
Optional Contract Companion software – Check if applicable ☐ (Offering 1511821)				
"COMMITMENT PERIOD"	NUMBER OF AUTHORIZED USERS OF LEXIS FOR MICROSOFT OFFICE (Offering 1000352)	NUMBER OF AUTHORIZED USERS OF LEXIS FOR MICROSOFT OFFICE – WITH DOCUMENT TOOLS (Offering 1000761)	"TOTAL LEXIS FOR MICROSOFT OFFICE MONTHLY SOFTWARE CHARGE"	"TOTAL CONTRACT COMPANION MONTHLY SOFTWARE CHARGES"
9.1.2019 - 8.31.2020		7	\$140	\$
			\$	\$

			\$	\$
			\$	\$
			\$	\$

4.2 For purposes of this Order, the term "Authorized User" shall have the meaning set forth in the Agreement. LN will monitor the number of Authorized Users of Lexis for Microsoft Office. In the event that the average monthly users in any three month period exceeds the greater of 5 Authorized Users or 105% of the Authorized Users set forth above, LN may adjust the Lexis for Microsoft Office Commitment upon written notice to Subscriber effective as of the first day of the following month to reflect the current number of users. Additionally, Subscriber will certify in writing the then-current number of Authorized Users of Lexis for Microsoft Office at LN's request from time to time.

5. Installation.

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



Standard Implementation –

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

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



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



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



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



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

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

6. Miscellaneous.

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

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

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

AGREED TO AND ACCEPTED BY:

JACKSON COUNTY COUNSELOR

SUBSCRIBER

BY: _____

NAME: _____

TITLE: _____

DATE: _____

LexisNexis, a division of RELX Inc.

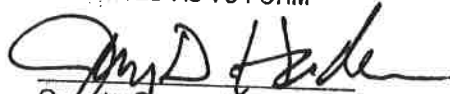
BY: _____

NAME: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM


County Counselor

[illegible][illegible]

EXHIBIT A

LEXIS® FOR MICROSOFT® OFFICE END USER LICENSE AGREEMENT

1. SUBSCRIPTION LICENSE GRANT.

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

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

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

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

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

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

4. SOFTWARE SUPPORT.

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

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

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

(c) Software Updates and Upgrades. LN has multiple different offerings of the Lexis for Microsoft software product (Lexis for Microsoft Office, Lexis for Microsoft Office – with Document Tools, etc.). The license granted herein is only to the Lexis for

Microsoft Software product offering you have selected in the Order (for purposes of this Section 4.1(c) "Your Subscribed Product") and to the Updates and Upgrades released by LN to Your Subscribed Product. This license does not entitle you to have access or use of any other Lexis for Microsoft software product. In order to ensure the proper operation of Your Subscribed Product in accordance with its written documentation, LN will provide you with patches, bug fixes, corrections and minor enhancements ("Updates") during the Term. Updates will be provided free of charge as they become commercially available from LN. Your failure to promptly install Updates may result in the voiding of LN's warranty set forth in Section 6. LN will also provide you with feature or functionality enhancements to Your Subscribed Product (an "Upgrade") free of charge as such Upgrades become commercially available from LN. LN's distribution of Upgrades and/or Updates to you does not entitle you to use more copies of Your Subscribed Product than the number of Authorized Users for which you have a valid subscription. This license, including the release of any Update or Upgrade to Your Subscriber Product, does not entitle you to have access to or use of any other Lexis for Microsoft software product. If you wish to subscribe to any other Lexis for Microsoft software product, you must execute an Order with LN which contains the appropriate terms of use and charges for the applicable Lexis for Microsoft software product. Your use of an Upgrade or Update is licensed in accordance with the terms and conditions of this EULA.

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

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

5. YOUR RESPONSIBILITIES.

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

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

6. LIMITED WARRANTY.

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

7. FEES AND PAYMENT FOR SUBSCRIPTION.

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

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

8. TERMINATION.

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

9. LIMITATIONS OF LIABILITY.

NOTWITHSTANDING THE TERMS CONTAINED IN THIS EULA, IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, OR STRICT PRODUCTS LIABILITY, SHALL LN, ITS PARENT, AFFILIATES, OR ANY OF ITS SOFTWARE DEVELOPERS, SUPPLIERS OR SUBCONTRACTORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, COMPUTER MALFUNCTION, OR ANY OTHER KIND OF COMMERCIAL DAMAGE, EVEN IF LN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER LOCAL LAW, CERTAIN LIMITATIONS MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM STATE TO STATE. IN NO EVENT SHALL LN'S LIABILITY FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, EXCEED THE AMOUNT OF THE SUBSCRIPTION PAID BY YOU FOR THE PRECEDING TERM.

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

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

12. MISCELLANEOUS.

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

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

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

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

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

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

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

[End of Exhibit A]