

Carahsoft Rider to Manufacturer Commercial Supplier Agreements
(for U.S. Government End Users)
Revised 20160504

- 1. Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

- 2. Applicability.** The terms and conditions in the attached Manufacturer's CSA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule Contract, GS-35F-0119Y, including, but not limited to the following:
 - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", defined as an entity authorized to order under Government contracts as set forth in Government Order 4800.2H ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

 - (b) Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.

 - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

- (d) Audit.** During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.
- (e) Termination.** Clauses in the Manufacturer's CSA referencing termination or cancellation of the Manufacturer's CSA are hereby deemed to be deleted. Termination shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:
- Carahsoft may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.
- (f) Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) Force Majeure.** Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.
- (h) Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.
- (i) Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

- (j) **Customer Indemnities.** All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) **Taxes.** Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w)(1)(x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w)(1)(iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

(r) Limitation of Liability: Subject to the following:

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) Public Access to Information. Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

**BLSS Software Contracts for TimeMatters/BillingMatters,
CaseMap, Concordance, LAW PreDiscovery, and Sanction Software
Products**

**END USER LICENSE AGREEMENT – LITIGATION SOFTWARE
PRODUCTS**

THE FOLLOWING TERMS APPLY TO THE FURNISHING OF THIS SOFTWARE AND SERVICES. LexisNexis, a division of Reed Elsevier, Inc. (“Company”) LICENSES THIS SOFTWARE. CAPITALIZED TERMS ARE DEFINED IN THE LAST SECTION OF THIS AGREEMENT.

IMPORTANT—READ CAREFULLY: This End User License Agreement ("Agreement") is a legal agreement between you (either an individual or a single entity) and Company for the Software that accompanies this Agreement, which includes associated media and internet-based services, if any ("Program"). This Agreement applies to CaseMap® software, Concordance® software and LAW PreDiscovery software and LexisNexis Sanction software, including any associated software programs or modules thereof. An amendment or addendum to this Agreement may accompany the Program. YOU AGREE TO BE BOUND BY THE TERMS OF THIS Agreement BY INSTALLING, COPYING, OR USING THE PROGRAM. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE PROGRAM; YOU MAY RETURN IT FOR A FULL REFUND, IF APPLICABLE.

If you have executed a separate license agreement with Company for this Program, the terms of that separately executed agreement will supersede this Agreement.

PLEASE NOTE: THIS AGREEMENT CONTAINS TERMS THAT APPLY TO A PERPETUAL RIGHT TO USE THE PROGRAM AND TERMS THAT APPLY TO A SOFTWARE SUBSCRIPTION (INCLUDING MAINTENANCE AND SUPPORT) AND TERMS THAT ARE COMMON TO EACH OF THE FOREGOING.

If you are not sure as to which terms apply to you, please contact LexisNexis at (800) 421-8398

A. COMMON TERMS

This Agreement ("Agreement") is entered into between You (either an individual or a single entity) and LexisNexis, a division of RELX Inc. ("Company") for the number of authorized users as referenced in a corresponding Software Order; the terms of which are incorporated by reference.

Capitalized terms used in the Agreement and Schedule A, which is incorporated herein by reference, are defined in the last section of this Agreement.

1. RIGHT TO USE

1.1 Subject to the restrictions set forth below, you may (a) install the number of copies of the Program by using no more than the number of seats, concurrent users, options, or named users (collectively, "**Licenses**") identified in the Software Order in executable form for your internal operations; (b) use the Documentation for your internal operations; (c) make a single backup copy of the Software provided the backup copy is not used for production purposes; and (d) permit your employees, agents, representatives, contractors or customers designated by you ("Authorized Users") to access and use the Program locally or remotely in accordance with this Agreement.

1.2 Copyright notices and any other proprietary legends on the original copy of the Program must be reproduced on any copies of the Program. You may not transfer the rights to a backup copy of the Software unless you transfer all rights in the Software.

1.3 Use of some third-party materials included in the Program may be subject to other terms and conditions typically found in a separate agreement or "Read Me" file located in or near such materials. If the Program includes software supplied by Information Graphics Corporation (ICG), ICG is a third party beneficiary to Your rights and obligations under this Agreement with respect to Your use of any IGC software included in the Program. ICG shall have authority to enforce such rights against You.

2. USE RESTRICTIONS AND LIMITATIONS

2.1 By accepting the License granted by Company, you agree that you will not, without the prior written consent of Company (a) sell, license, sublicense, distribute, lease or otherwise transfer or allow the transfer of the Program, or any backup copy, to third parties; (b) use the Program in any manner inconsistent with the rights granted above, including but not limited to use of the Program in a service bureau, renting, leasing, lending or using the Program to provide commercial hosting services, or using more than the number of Licenses or permit access to the Program by more than the number of Authorized Users; (c) modify or create derivative works of the Program or Documentation or separate the Program's component parts for use on more

than one device; or (d) unless specifically permitted under applicable law without the possibility of contractual waiver, attempt to decompile, disassemble or reverse engineer the Program, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Program or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Program, including without limitation any such mechanism used to restrict or control the functionality of the Program. **CONCORDANCE NATIVE VIEWER MUST BE INSTALLED ONLY AS A DESKTOP APPLICATION AND MAY NOT BE INSTALLED ON A CENTRAL SERVER FOR ACCESS BY USERS.**

2.2 Any transfer of the Program or assignment of this Agreement shall be at Company's sole discretion. Any permitted transfer of the Program must include the Program and Documentation, any backup copies, any Updates and Upgrades, if applicable and a copy of this Agreement. Written notice of the transfer must be sent by you to Company within 15 business days of the transfer, specifying the new licensee, who must agree to be bound by the terms and conditions of this Agreement.

2.3 **THERE MAY BE TECHNOLOGICAL MEASURES IN THE PROGRAM THAT ARE DESIGNED TO PREVENT UNLICENSED USE OF THE PROGRAM.** You understand that you may need to activate or reactivate the Program from time to time to continue use of the Program.

2.4 Arabic Text. Concordance® software supports the processing of justified Arabic text by stripping out kashida. Kashida is a type of justification used in some cursive scripts, particularly Arabic. In contrast to white-space justification, which increases the length of a line of text by expanding spaces between words or individual letters, kashida justification is accomplished by elongating characters at certain chosen points. The process provides for the electronic searching of justified Arabic text, but does not change the meaning or alter the original documents.

2.5 Internet-Based Services. If the Program accesses a Company internet-based service associated with the Program, you agree that you will not use the Program in any manner that could damage, disable, overburden, or impair such services or interfere with any other party's use and enjoyment of them.

3. TAXES.

If any authority imposes a duty, tax, levy or fee, excluding those based on Company's net income, upon the Program, you agree to pay the amount specified. You are responsible for any personal property taxes for the Program from the date it was acquired.

4. COPYRIGHT AND PROPRIETARY INFORMATION

4.1 Company and its suppliers reserve all of rights with respect to the Program, Documentation and any copies under all applicable national and international laws and treaties for the protection of Intellectual Property Rights, including, but not limited to, trade secrets, copyrights, trademarks and patents. Any rights not expressly granted to you in this Agreement are retained by Company and its suppliers.

4.2 Except as otherwise provided in this Agreement, you shall not cause or permit unauthorized copying, reproduction or disclosure of any portion of the Program or Documentation, or the delivery or distribution of any part thereof to any third party, for any purpose, without the prior written permission of Company. This restriction shall continue beyond the termination of this Agreement.

5. EXPORT

You will not ship, transfer or export the Program to any country, nor will you use the Program in any manner prohibited by the United States Export Administration Act or any other export laws national or international, restrictions or regulations that apply to the Program. You agree to indemnify and hold Company harmless for any violation of this provision.

6. U.S. GOVERNMENT RIGHTS

The Program and Documentation are “Commercial Items” as that term is defined at 48 CFR 2.101 consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation” as such terms are used in 48 CFR 12.212 or 48 CFR 227.7202, as applicable. The rights to the Program and Documentation are granted to U.S. Government end users (a) only as Commercial Items and (b) only with those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement.

7. LIMITED WARRANTY

7.1 Company warrants that it has sufficient rights to grant the rights in the Program pursuant to this Agreement; Company further warrants that the Program will operate substantially in accordance with its written specifications. No warranty is made that the Program will run uninterrupted or error-free. The warranty period for the Program and Documentation is 90 days from the date the Program is first made available for your use (“Warranty Period”).

7.2 Company’s and its suppliers' entire liability and your exclusive remedy for any breach of this limited warranty or for any other breach of this Agreement or for any other liability relating to the Program shall be, at Company’s option from time to time exercised subject to applicable law, (a) repair, or (b) replacement, or (c) return with proof of subscription and refund

of the applicable Subscription Fees, of a Program that does not meet this limited warranty. You will receive the remedy elected by Company without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the Program to Company). This limited warranty is void if failure of the Program has resulted from accident, abuse, misapplication, abnormal use or malware. Any replacement Program will be warranted for the remainder of the original warranty period or 30 days, whichever is longer, and Company will use commercially reasonable efforts to provide you remedy within a commercially reasonable time of your compliance with Company's warranty remedy procedures. Outside the United States or Canada, neither these remedies nor any product support services offered by Company are available without proof of subscription from an authorized international source.

7.3 THE PRECEDING WARRANTIES ARE THE ONLY WARRANTIES RELATED TO THE PROGRAM, DOCUMENTATION AND SUPPORT SERVICES AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

7.4 If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also has an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (90 DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE 90 DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you. This limited warranty gives you specific legal rights. You may have other rights which vary from state/jurisdiction to state/jurisdiction.

7.5 Company is acting on behalf of its suppliers for the purpose of disclaiming, excluding, and/or limiting obligations, warranties, and liability as provided in this Agreement, but in no other respects and for no other purpose.

8. LIMITATION OF LIABILITIES

IN NO EVENT WILL COMPANY, ITS PROGRAM DEVELOPERS OR SUPPLIERS HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN TORT, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOSS OF OR

DAMAGE TO DATA, PROFITS OR BUSINESS INTERRUPTION LOSSES, SUSTAINED OR ARISING FROM OR RELATED TO THE PROGRAM, DOCUMENTATION OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL AT ALL TIMES AND IN THE AGGREGATE AMOUNT BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO COMPANY UNDER THIS AGREEMENT. NO ACTION OR PROCEEDING AGAINST COMPANY MAY BE COMMENCED MORE THAN ONE YEAR AFTER THE CLAIM ARISES EXCEPT FOR COMPANY CLAIMS RELATING TO COLLECTION OF FEES DUE AND PAYABLE BY YOU. THIS SECTION SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

10. MISCELLANEOUS

10.1 Governing Law. Any action, suit, or proceeding arising under or in connection with the Program, Maintenance & Support Services or this Agreement must be commenced within one year after the claim or cause of action arises. This Agreement shall be governed in all respects by the laws of the State of New York, without regard to conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

10.2 Severability. If any term of this Agreement is held invalid or unenforceable for any reason, the parties agree that such invalidity will not affect the validity of the remaining provisions of this Agreement, and further agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

10.3 Waiver. None of the requirements of this Agreement shall be considered as waived by either party unless the same is done in writing, and then only by persons executing this Agreement or other duly authorized agents or representatives. The waiver by either party of a breach or a violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach or violation.

10.4 Assignment. Neither party may assign (voluntarily, by operation of law, or otherwise) this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, Company may assign this Agreement to any Affiliate or successor on notice to you. As a condition to assignment, your assignee must agree to assume and be bound by all terms and conditions of this Agreement.

10.5 Compliance with Rights Granted. You agree that, upon request from Company or Company's authorized representative, you will within 30 days fully document and certify any and all use of the Program at the time of the request is in conformity with your valid and authorized rights granted from Company.

10.6 Entire Agreement. This Agreement is the entire agreement between you and Company relating to the Program and the Services (if any) and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Program or any other subject matter covered by this Agreement.

10.7 Parties Bound. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, legatees, successors, and permitted assignees.

10.8 Force Majeure. Except with respect to Your obligation to make timely payments, neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, explosions, earthquakes, floods, wars, water, the elements, labor disputes, government requirements, civil or military authorities, acts of God or by the public enemy, inability to secure raw materials or transportation, facilities, acts or omissions of carriers or suppliers, or other causes beyond its control whether or not similar to the foregoing.

10.9 Notices. All notices under this Agreement (except for requests for Service) shall be in writing and shall may given by mail, postage prepaid or by overnight delivery addressed to the respective parties, if to You, at Your Bill To address set forth on the Software Order or to Company at:

LexisNexis
Attention: General Counsel
9443 Springboro Pike
Miamisburg, OH 45342

Such notice shall be deemed to have been given when received. Either party may change its notice address upon notice to the other party pursuant to this provision.

10.10 Independent Contractor. All work performed under the Agreement by a party shall be performed as an independent contractor and not as an agent of the other. No persons furnished by either party shall be considered the other party's employees or agents, and each party shall be responsible for its own and its employees' compliance with all laws, rules, and regulations involving employment of labor, working conditions, payment of wages, and payment of taxes, such as unemployment, social security, and other payroll taxes,

including applicable contributions from such persons when required by law.

10.11 United Kingdom Customers. For those customers that subscribe to the Program in the United Kingdom, the following shall apply:

“Company” shall be defined as Reed Elsevier (UK) Limited trading as LexisNexis. Further, in accordance with the Data Protection Act 1998, Company will provide and export personal information about Authorized Users to other members of our company group, including Reed Elsevier Inc. in the United States, for the purposes of (a) providing access to and use of the Program to Authorized Users, and (b) providing customer support, billing and other similar activities related to the Program.

11. DEFINITIONS

“**Affiliate**” means a corporation, partnership, or other legal entity that controls, is controlled by, or is under common control with that party, either directly or through another Affiliate, but only while that control relationship exists;

“control” of an entity means the power to direct the management and policies of that entity through a controlling vote on the board of directors or similar governing body of that entity or the ownership of interests entitled to more than 50% of the votes of that entity.

“**Authorized Users**” means your employees, agents, representatives, contractors or customers whom you provide access to the Program.

“**Covered Programs**” means any current Program that You have licensed pursuant to this Agreement that is a currently supported Software version for the numbers of Licenses set forth on the current Software Order. Supported versions include the current version and the prior two major releases (Upgrades) of the Program.

“**CPU**” means a single computer, a central processing unit or logical partition (if a computer or server has more than one processor or logical partition).

“**Documentation**” mean written guides in any form or media describing the use and operation of Program, together with any related supporting documentation.

“**Fix(es)**” means a Workaround and/or additional or replacement lines of software code provided by Company to remedy a defect in the Program that caused it to not operate substantially in accordance with its written specifications.

“**Intellectual Property Rights**” means all current and future patents, patent applications (including, without limitation, all reissues, divisions, renewals, extensions, continuations and continuations-in-part), copyrights (including but not limited to rights in audiovisual works and moral rights), trade secrets,

trademarks, service marks, trade names and all other intellectual property rights and proprietary rights, whether arising under the laws of the United States or any other country, state or jurisdiction.

“License Fee” means the one-time perpetual right-to-use fee. The License Fee does not include Maintenance & Support Services.

“Maintenance & Support Services” means the delivery of Updates and Upgrades and technical support to be provided pursuant to the terms of this Agreement repairing or replacing Program that does not operate in accordance with its written specifications

“Problem” means Software that does not operate substantially in accordance with its written specifications; or Documentation that is not correct.

“Schedule A” means the terms relating to Maintenance & Support attached to this Agreement and the terms of which are incorporated herein by reference.

“Professional Services” means implementation, data conversion, training or related services performed pursuant to a Statement of Work.

“Software” means computer programs identified herein or on any associated Software Order, in machine-readable form for use on designated CPU(s) or by Authorized Users including 1) the original and all whole or partial copies 2) components, 3) audio-visual content (such as images, text, recordings, or pictures), 4) related software materials, and 5) software use documents or keys, and documentation. Software does not include any version of Source Code and any operating system software installed on the CPU.

“Source Code” means a high level program in that is not machine-readable.

“Start Date” means the date You accept this Agreement, which shall begin the Term.

“Software Order” means that document setting forth the number of units, Subscription Fees, License Fees, Maintenance and Support Services or other Services fees, if applicable, associated with the Program. The Software Order may be a paper form or may be comprised of an order form, proposal, quote or the online form you completed or the information you provided verbally, when ordering a Program and any confirmation of the information you provided, including but not limited to your election with regard to Term, and is a part of this Agreement.

"Subscription" means a license to access and use the Program, subject to this Agreement, for a Term specified in a Software Order, which use is conditioned on payment of a Subscription Fee for the current period. A Subscription may be renewed by paying the Subscription Fee for the succeeding period. A Subscription includes Support Services at no additional charge.

"**Subscription Fee**" means the amount payable by You for the access and use of the Program for a period specified in a Software Order.

"**System Administrator**" means your employee or agent with sufficient training and experience to identify and isolate Problems, provide sufficient information and assistance to Company to be able to reproduce such Problems, perform the required functions of the Systems Administrator, or communicate effectively with Company's support personnel. The System Administrator or his/her delegate shall be the single point of contact with Company when reporting Problems. "**Updates**" means subsequent releases of a Program which are generally made available for supported Software at no additional charge, other than media and handling charges, to correct design faults, discrepancies or defects ("bugs") in the Program. Updates are generally designated by a change in the number appearing to the right of the initial decimal point in the Program's version number (i.e., 1.1 vs. 1.0).

"**Upgrades**" means subsequent releases of the Materials that contain an improvement in the Materials that generally includes enhancements and new functionality, and is generally designated by a change in the number appearing to the left of the initial decimal point in the Program's version number (i.e., 2.0 vs. 1.0). Upgrades that include Changes to the base code or platform or changes that include interoperability with other applications or functionality provided by third party code ("**Core Upgrades**") may be provided at incremental additional cost to you.

"**You**" includes your divisions and departments within your organization and your Affiliates, but does not include clients, co-counsel, independent third parties or non-Affiliates. You agree that you shall be responsible for any use of the Program by your Affiliates.

"**Workaround**" means a temporary solution to a Problem.

B. TERMS THAT APPLY TO A PERPETUAL RIGHT TO USE THE SOFTWARE

1. RIGHT TO USE

Company permits you to use the Program only in accordance with the terms of this Agreement. Subject to your payment of the License Fees set forth in the Software Order and your compliance with the other terms of this Agreement, Company grants to you a limited, personal, perpetual, non-exclusive, nontransferable and non-assignable (except as this Agreement otherwise provides) license to use the Program and Documentation as set forth in this Agreement.

The License Fees do not include the Services set forth in Schedule A, which may be available as a single or multi-year subscription for an additional annual fee.

C. TERMS THAT APPLY TO A SOFTWARE SUBSCRIPTION

1. SOFTWARE GRANT

Company permits you to use the Program only in accordance with the terms of this Agreement. Subject to your payment of the Subscription Fees set forth in the Software Order and your compliance with the other terms of this Agreement, Company grants to you a limited, personal, non-exclusive, nontransferable and non-assignable (except as this Agreement otherwise provides) right to use the Program and Documentation during the Term as set forth in this Agreement.

2. INVOICES AND PAYMENT

2.1 Subscription Fees and any related charges, shall be payable within 30 days of the date of Company’s invoice. At its sole option, Company may use a third party or Matthew Bender & Company, Inc. (a Reed Elsevier/LexisNexis affiliate), as Company’s billing, payment and invoicing agent for selected products and services offered by the LexisNexis division of Reed Elsevier Inc. and affiliated companies.

2.2 Payments provided for in this Agreement shall, when overdue, be subject to a late payment charge calculated at a rate of one and one-half percent (1.5%) per month until paid; provided, however, that if the amount of such late payment charge exceeds the maximum permitted by law for such charge, such charge shall be reduced to such maximum amount. You shall be liable for all costs of collection incurred by Company including without limitation collection agency fees, reasonable attorney’s fees and court costs if you fail to comply with the payment obligations set forth herein.

3. TERM, TERMINATION OR EXPIRATION OF AGREEMENT

The term of this Agreement shall commence with an initial term of as outlined in a Software Order (the “Initial Term”). Thereafter, You may renew this agreement by written agreement. The amount of charges to Your subscription for any such renewal shall be at Company’s then current prices in effect.

During the Term the Agreement may not be terminated except as follows:

3.1 If You fail to pay any invoice in full within a period of 30 days after the same is due, Company may terminate this Agreement upon 5 business days’ notice to You without any liability to You whatsoever.

3.2 Except for Your failure to make payments, as invoiced, either party may terminate this Agreement on notice if the other party has defaulted in the performance of its obligations under this Agreement upon 30 days written notice, provided however, that the party in breach will have 30 days from the receipt of notice of termination to correct the default.

3.3 A party becomes insolvent, invokes as a debtor any laws relating to the relief of debtors' or creditors' rights, or has such laws invoked against it as a debtor. Such termination shall be effective 30 days after notice unless the terminating party is satisfied with other party's solvency within that time.

3.4 Upon termination of the Agreement due to your breach, Company shall be entitled to accelerate all remaining payments due for the term outlined in the Software Order and any prepaid fees shall not be refunded. On termination or expiration of this Agreement for any reason, you, at your option, will either (1) destroy all copies of the Program, including any backup copies and the originals and any copies of the Documentation and certify such destruction in writing to Company, or (2) return them to Company. This obligation shall survive the termination of this Agreement.

3.5 If your Subscription expires without renewal or is terminated, you will no longer have the right to access and use the Program or the subscriber online portal.

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SCHEDULE A

MAINTENANCE & SUPPORT AND PROFESSIONAL SERVICES

1. MAINTENANCE & SUPPORT SERVICES

A. Delivery of Updates/Upgrades. Except for Core Upgrades, provided you have paid the Subscription Fees, whenever Company makes Updates or Upgrades generally available to its users who have subscribed to the Services, Company will grant you a copy of the new release containing the Updates and/or Upgrades. Your use of all such Updates and Upgrades is subject to this Agreement and the terms of the applicable software agreement previously entered into by You for the Materials.

Except for the immediate purpose of data conversion from the previous version to the Upgrade, after implementing the Upgrade into your practice You may no longer continue to use the earlier version of the Program. All Upgrades are provided to you on a per Software copy exchange basis. You agree that by installing and implementing an Upgrade, you voluntarily terminate your right to use any previous version of the Program.

B. Access to Support. Provided you have paid Subscription Fees, during its normal business hours of 9:00 a.m. to 6:00 p.m., Eastern Standard Time, Monday through Friday (except Company holidays), Company will make a member of its technical support staff available by telephone to your System Administrator to assist you in the standard business use of the Program. Your System Administrator will be responsible for the daily maintenance of the Program per the Documentation, and will provide the first line technical support of the Program to your users. Support includes assistance relating to any Fixes and Workarounds.

C. Access to Subscriber Online Portal. Depending upon the Programs you have licensed, You may have access to an online portal which provides helpful tools and tips as well as access to future subscriber-only offerings free of any additional charge. Subscribers will be required to register for access under separate terms of use.

2. USE GRANT FOR REMOTE ASSISTANCE

You may permit any device to access and use your authorized copy of the Program for the sole purpose of providing You with Services.

You agree that Company and its affiliates may collect and use technical information gathered as part of the Support Services provided to You, if any, related to the Program. Company may use this information to ensure proper authorization of all copies of the Software as well as to improve Company's products or provide customized services or technologies to You. Unless you otherwise agree in writing, Company will not disclose this information in a form that personally identifies You to any third parties.

3. MAINTENANCE & SUPPORT SERVICE EXCLUSIONS

Unless otherwise agreed to in writing by Company, the Maintenance & Support Services and the charges quoted by Company for such Services do not cover or include the following:

A. Support of a Program which has been modified or repaired other than by Company;

B. Making specification changes or performing Services connected with the relocation of a Program;

C. Modification or replacement of a Program, repair of damage, or increase in service time caused by failure to continually provide a suitable operational environment with all facilities prescribed by the applicable documentation; including, but not limited to, the failure to provide or the failure of adequate electrical power, temperature or humidity control, or computing environment;

D. Modification or replacement of a Program, repair of damage, or increase

in service time caused by the use of the Program for other than the purposes for which it is authorized or not in accordance with the Materials operating guidelines;

E. Modification or replacement of a Program, repair of damage, or increase in service time caused by:

- accident
- natural or man-made disaster which shall include but not be limited to fire, water, wind, and lightning
- transportation
- neglect or misuse

F. Modification or replacement of a Program, or increase in service time caused by the use of the Program in combination with other products or materials not furnished by Company or in combination with other products or materials furnished by, but not combined by, Company;

G. Backing up or restoring programs and/or data;

H. Keying, importing, converting or manipulation of data;

I. On-site or formal classroom training on the operation and use of the Program;

J. Creation of any new non-standard, customer-defined reports;

K. Installation of the Program;

L. Use of the Software other than in accordance with system requirements; or

M. Support of Software which is not a Covered Program.

The foregoing services may be performed on a billable special service basis or as part of a separate professional services agreement. In accordance with the terms and conditions of Schedule Contract GS-35F-0119Y, Company and You agree to identify any special service to be performed and negotiate the price and other terms and conditions associated with performing the special service before the special service is performed.

4. OBLIGATIONS OF CUSTOMER

You shall provide access to your facilities and equipment in connection with Company's performance of its obligations hereunder. No charge shall be made for such access and Company will provide prior notification when such access is required;

You shall maintain a proper network connection near any CPU used with a

Program being maintained by Company hereunder and provide access to a voice grade local telephone;

You shall be responsible for obtaining any required third party hardware and/or software, including updates thereto;

Your System Administrator must be present when any on-site Service is provided. If applicable, You agree that if a representative is not present when Company's technician arrives on site that no Service will be performed.

You may permit any device to access and use your authorized copy of the Program for the sole purpose of providing you with Services. Prior to providing on-site or remote Services, it is Your responsibility to properly backup all data.

You agree that Company and its affiliates may collect and use technical information gathered as part of the Maintenance & Support Services provided to you. Company may use this information to ensure proper authorization of all copies of the Software as well as to improve Company's products or provide customized services or technologies to you. Unless you otherwise agree in writing, Company will not disclose this information in a form that personally identifies you to any third parties.

5. SOFTWARE UPDATES, FIXES AND UPGRADES

You agree that all Updates, Upgrades (including Core Upgrades) and Fixes or Workarounds furnished to You shall be deemed to be part of the Program subject to the terms and conditions of this Agreement.

6. ADDITIONAL CPUs or ADDITIONAL AUTHORIZED USERS

If You become authorized under the terms of any separate Agreement to use the Software on additional CPU(s) or for additional Authorized Users to access and use the Software, and You desire to include such additional CPU(s) or Authorized Users under this Schedule A, you will be responsible for additional charges for such Services. For purposes of this Agreement, the term "CPU" shall include both the original CPUs and the new CPUs.

7. PROFESSIONAL SERVICES AND TRAINING

A. Scope of Services. Subject to the terms of this Agreement, including payment of all applicable Services fees, Company may provide data conversion, implementation services or training in connection with the Program as specified in one or more Statements of Work or other ordering document ("SOW"). Each SOW will be governed by the terms of this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and those of an SOW, the terms of this Agreement will

control, unless this Agreement expressly permits the SOW to override the applicable term of this Agreement.

B. Change Orders. Services described in each SOW are based upon Company's understanding of your technical environment, data, needs and personnel, as of the applicable SOW effective date. Any substantive change to the technical environment or any latent or unusual conditions that impact the scope, cost, manner, method or schedule to perform, or if you fail to meet your responsibilities or provide accurate, correct and complete information, or do not provide requested information in a timely fashion, as well as requests that alter scope tasks, deliverables, assumptions or project schedule will be subject to the change order process described in this Section 7.B. Changes to the scope of the Services under any SOW shall be made in writing and signed by both Parties prior to implementation of the changes. No change request will be binding upon either Party until it is signed by the authorized representatives of both Parties.

C. Cooperation. You agree to cooperate reasonably and in good faith with Company in its performance of Services by obtaining all permissions and licenses from third parties necessary for Company to successfully perform the Professional Services, and make available in a timely manner complete, current and accurate data, computer facilities, programs, files, documentation, sample output, feedback and other information required to perform the Professional Services .

D. Services Fees; Invoicing. All fees for Professional Services are earned when paid and are nonrefundable. Unless otherwise set forth in an SOW, all fees for Professional Services are due prior to commencement of Services. Expenses will be invoiced monthly as incurred. You are responsible for providing Company with complete and accurate billing and contact information and for notifying Company promptly of any changes to such information.

E. Deliverables. Subject to the terms of this Agreement and your compliance with the use restrictions set forth herein, You are a limited, non-transferable, non-sublicensable, nonexclusive right to use and reproduce any deliverable furnished or developed under an SOW (each, a "Deliverable"), during the Term, solely for your internal business purposes in connection with your use of the Program. You may not : (a) decompile, disassemble, reverse engineer, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Deliverables or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Deliverables, including without limitation any such mechanism used to restrict or control the functionality of the

Deliverables; (b) sell, lease, license, sublicense, distribute or otherwise provide to any third party or any other person the Deliverables, in whole or in part; (c) modify or create derivative works of the Deliverables; or (d) use or reproduce the Deliverables, except as permitted hereunder..

8. WARRANTY FOR SERVICES

Company warrants to You that Maintenance and Support Services and the Professional Services (collectively, the “**Services**”) hereunder will be performed in a professional manner and in accordance with good usage and accepted practices as established in the community in which such Services are performed. If such Services prove to be not so performed and if You notify Company within a forty five (45) day period commencing on the date of completion of the Service, Company will, at its sole discretion, either correct any defects and deficiencies for which it is responsible or render a full or prorated refund or credit based on the original charge for the Service.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE COMPANY’S OBLIGATION TO MAKE CORRECTIONS OR GIVE A FULL OR PRORATED CREDIT OR REFUND AS SET FORTH ABOVE.

9. CONFIDENTIALITY

In connection with providing and performing the Services, a party (the “Discloser”) may disclose to the other party (the “Recipient”) information that is non-public, proprietary, a trade secret or confidential in nature (“Confidential Information”). Notwithstanding anything to the contrary herein, Confidential Information shall be deemed to include, but not limited to: (i) information of or regarding your or Company’s business and customers; (ii) the Program and documentation; and (iii) either party's technical and business information relating to inventions or software, research and development, future product specifications, implementation methodologies, engineering processes, costs, profit or margin information, and marketing and future business plans. The Parties agree, unless required by law, to refrain from disclosing any Confidential Information to any third party for any purpose other than as necessary to perform under this Letter Agreement. The Recipient shall use the same degree of care as it uses to protect its own confidential information of a similar nature, but no less than reasonable care, to prevent the unauthorized use, dissemination or publication of the Confidential Information. Each Recipient may disclose Confidential Information to its representatives, which shall include its officers, directors, members, agents,

employees, contractors, on a need-to-know basis only, and Recipient shall advise each such representative of these confidentiality obligations. The parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there may be inadequate remedies at law and that Discloser shall be entitled to seek equitable relief in addition to all other remedies available to it. A party's Confidential Information shall not include information that: (i) is or becomes publicly available through no act or omission of Recipient; (ii) was in the Recipient's lawful possession prior to the disclosure and was not obtained by Recipient either directly or indirectly from the Discloser; (iii) is lawfully disclosed to the Recipient by a third party without restriction on Recipient's disclosure, and where the Recipient was not aware that the information was the confidential information of Discloser; or (iv) is independently developed by the Recipient without reference to or use of Discloser's Confidential Information. To the minimum extent use or disclosure is required by court order or other mandatory regulatory or governmental request or as otherwise required by law (collectively, "Order"), Recipient shall promptly notify the Discloser of such Order (to the extent permissible) prior to making any such use or disclosure in order to provide Discloser the opportunity to challenge Order or seek confidential treatment of such Confidential Information. The parties agree to hold each other's Confidential Information in confidence for a period of three (3) years following the termination of this Agreement.

SOFTWARE MAINTENANCE and SUPPORT AGREEMENT

[CaseMap® software, Concordance® software and LAW PreDiscovery software and LexisNexis Sanction software]

This Software Maintenance and Support Agreement ("**Agreement**") is entered into on the date set forth in Attachment A (the "**Effective Date**") between LexisNexis, a division of RELX Inc. ("**COMPANY**"), and the undersigned individual or entity ("**You**").

1. DEFINITIONS

"Covered Product" means the Software titles and number of licenses identified in Appendix A.

"Documentation" means the manuals, user guides, and other materials provided by COMPANY to assist You in using Products.

“Fix” means additional or replacement lines of Software code provided to You by COMPANY to remedy a defect in Software that caused it to not operate substantially in accordance with its written specifications.

“Problem” means hardware that does not operate in accordance with its written specifications; Software that does not operate substantially in accordance with its written specifications; or Documentation that is not correct.

“Response Time” means the elapsed time from when COMPANY receives a request for assistance until the commencement of assistance.

“Services” or **“Support Services”** means the Support to be provided pursuant to the terms of this Agreement repairing or replacing hardware or Software that does not operate in accordance with its written specifications.

“Software” means computer programs in machine-readable form licensed to You by COMPANY. Software does not include any version of Source Code or any operating system software.

“Software Updates” means subsequent releases of COMPANY Software which are generally made available for supported Software at no additional charge, other than media and handling charges, to correct design faults, discrepancies or defects ("bugs") in the Program. Updates are generally designated by a change in the number appearing to the right of the initial decimal point in the Program's version number (i.e., 1.1 vs. 1.0).

“Software Upgrades” means subsequent releases of the Licensed Materials that contain an improvement in the Licensed Materials that generally includes enhancements and new functionality, and is generally designated by a change in the number appearing to the left of the initial decimal point in the Program's version number (i.e., 2.0 vs. 1.0).

“Source Code” means a high level program in that is not machine-readable.

“Support Period” means the 12 months following the Effective Date (the “Initial Support Period”). The Support Period shall also include any subsequent periods in which you elect to receive and have paid for Support Services.

“Special Services Rate” means any out of coverage services or other services not covered by this Agreement.

“System Administrator” means an Your employee or agent who possesses

sufficient training and experience to identify and isolate Problems to hardware or Software, provide sufficient information and assistance to COMPANY to be able to reproduce such Problems, perform the required functions of the System Administrator, or communicate effectively with Company's support personnel. The System Administrator or his/her delegate shall be the single point of contact with COMPANY when reporting Problems.

“Workaround” means a temporary solution to a Problem.

2. TERM AND TERMINATION

The term of this Agreement shall commence on the Effective Date and end three (3) years thereafter (the “Initial Term”). Thereafter, this Agreement shall automatically renew for succeeding annual term(s), hereinafter known as the “renewal period(s)”; unless either party provides written notice on or before thirty (30) days preceding an anniversary of the Effective Date of its intent not to renew for the next annual period. The amount of charges for any renewal period for Support Services shall be at COMPANY's then current prices in effect at the time of such renewal. If a lapse in Support Services coverage occurs at any time, COMPANY may invoice You a reactivation fee to inspect the Products prior to entering into a new agreement.

If You fail to pay any invoice in full within a period of thirty (30) days after the same is due, COMPANY may terminate this Agreement COMPANY upon five (5) business days' notice to You without any liability to You whatsoever. Except for Your failure to make payments, as herein above set forth, either party may terminate this Agreement on notice if the other party has defaulted in the performance of its obligations under this Agreement, has breached any material provision of this Agreement, or becomes insolvent, invokes as a debtor any laws relating to the relief of debtors' or creditors' rights, or has such laws invoked against it as a debtor. Such termination shall be effective thirty (30) days after notice, unless such default or breach has been cured or the terminating party is satisfied with other party's solvency within that time.

Upon termination of this Agreement by You, COMPANY shall be entitled to accelerate all payments due hereunder.

3. SUPPORT SERVICES

A. Delivery of Updates. Provided you have paid Support Services Fees, whenever COMPANY makes Updates of Covered Products generally available to its users who have purchased Support Services, COMPANY

will license a copy of the new release containing the Updates and/or Upgrades to you.

B. Telephone Support. During its normal business hours of 0600 - 1700 Pacific Time, Monday through Friday except holidays, COMPANY will make a member of its technical support staff available by telephone to your technical staff to assist you in the use of the Covered Products. Your technical staff will be responsible for daily maintenance of the Covered Product per its Documentation, and will provide first line support of the Covered Products for your users of the Program.

4. SPECIAL SERVICES

Special Services may be requested by You. In accordance with the terms and conditions of Schedule Contract GS-35F-0119Y, Company and You agree to identify any special service to be performed and negotiate the price and other terms and conditions associated with performing the special service before the special service is performed.

5. SUPPORT SERVICE EXCLUSIONS

The parties agree that, unless otherwise agreed to in writing by COMPANY, the Support Services to be provided under this Agreement, and the charges quoted by COMPANY for such Support Services do not cover or include the following:

- A. Support of Software which has been modified by other than COMPANY or repairs provided by other than COMPANY,
- B. Making specification changes or performing Services connected with relocation of a Covered Product;
- C. Modification or replacement of a Covered Product, repair of damage, or increase in service time caused by failure to continually provide a suitable operational environment with all facilities prescribed by the applicable manual; including, but not limited to, the failure to provide, or the failure of adequate electrical power, temperature control, or humidity control,
- D. Modification or replacement of a Covered Product, repair of damage, or increase in service time caused by the use of a Product for other than the purposes for which licensed, or not in accordance with COMPANY operating guidelines,
- E. Modification or replacement of a Covered Product, repair of damage, or increase in service time caused by:

- accident,
- disaster which shall include but not be limited to fire, water, wind, and lightning,
- transportation,
- neglect or misuse,

F. Modification or replacement of a Covered Product, or increase in service time caused by the use of a Covered Product in combination with other product or materials not furnished by COMPANY, or in combination with other Product or materials furnished by, but not combined by, COMPANY;

G. Backing up or restoring programs and/or data;

H. Keying, importing, converting or manipulation of data;

I. In accordance with the terms and conditions of Schedule Contract GS-35F-0119Y, Company may invoice You for Services rendered when “No Trouble Is Found” more than twice in any month. J. Any Software not included as a Covered Product, whether or not furnished or licensed by COMPANY.

The foregoing services may be performed on a billable Special Service basis or as part of a separate professional services agreement. In accordance with the terms and conditions of Schedule Contract GS-35F-0119Y, Company and You agree to identify any special service to be performed and negotiate the price and others terms and conditions associated with performing the special service before the special service is performed.

6. OBLIGATIONS OF CUSTOMER

A. You shall provide access to your systems or facilities in connection with the performance by COMPANY of its obligations hereunder. No charge shall be made for such access. COMPANY will provide prior notification when such access may be required;

B. You shall be responsible for obtaining any required updates to third party software;

C. Your authorized representative must be present when any on-site Service is provided, You agree that if a representative is not present when COMPANY's technician arrives on site that no Service will be performed and You will be charged at the Special Service rate then in effect for such visit.

7. LICENSE TO SOFTWARE UPDATES, FIXES AND UPGRADES

You agree that all Software Updates, Fixes and Upgrades furnished to You shall be deemed to be part of the Covered Products subject to the terms and conditions of the license agreement for the underlying Software.

8. PRICES, INVOICES, AND PAYMENTS

Support Services fees, including annual support charges, as set forth in Appendix A, and Special Services charges, shall be payable within thirty (30) days of the date of COMPANY's invoice.

If You request Special Services, the charges for such services shall be invoiced as soon as practicable after the Special Services are provided.

Payments provided for in this Agreement shall, when overdue, be subject to a late payment charge calculated at a rate of one and one-half percent (1.5%) per month until paid; provided, however, that if the amount of such late payment charge exceeds the maximum permitted by law for such charge, such charge shall be reduced to such maximum amount.

9. ADDITIONAL CPUs or SOFTWARE

If You become authorized under the terms of any separate Agreement to use additional copies of Software or to use the Software on additional CPU(s) and You desire to include such additional Software or use on additional CPU(s) under this Agreement, if not already covered hereunder, You will be responsible for additional charges for such Services. Upon payment of any such additional charges, the additional Software shall become part of the Covered Products. For purposes of this Agreement, the term "CPU" shall include both the original CPUs and the new CPUs.

10. WARRANTY

COMPANY warrants to You that Services hereunder will be performed in a professional manner and in accordance with good usage and accepted practices as established in the community in which such Services are performed. If such Services prove to be not so performed, and if You notify COMPANY within a

forty five (45) day period commencing on the date of completion of the Service, COMPANY will, at its option, either correct any defects and deficiencies for which it is responsible, re-perform the Services, or render a full or prorated refund or credit based on the original charge for the Service.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE COMPANY'S OBLIGATION TO MAKE CORRECTIONS OR GIVE A CREDIT OR REFUND AS SET FORTH ABOVE IN THIS WARRANTY.

11. LIMITATION OF LIABILITY

COMPANY SHALL IN NO EVENT BE LIABLE TO YOU, OR ANY PERSON OR ENTITY USING ANY SERVICE SUPPLIED UNDER THIS AGREEMENT, FOR LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF ANY PRODUCT OR EQUIPMENT OR PROPERTY DAMAGE CAUSED BY ANY PRODUCT OR EQUIPMENT OR THEIR FAILURE TO WORK, OR FOR ANY OTHER INDIRECT, SPECIAL, RELIANCE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT OR ANY OBLIGATION RESULTING THEREFROM, OR THE USE OR PERFORMANCE OF ANY PRODUCT OR PRODUCTS WHETHER IN AN ACTION FOR OR ARISING OUT OF ALLEGED BREACH OF WARRANTY, ALLEGED BREACH OF CONTRACT, DELAY, NEGLIGENCE (ACTIVE OR PASSIVE), STRICT TORT LIABILITY OR OTHERWISE. COMPANY'S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE, OR EXPENSE FROM ANY CAUSE WHATSOEVER, SHALL IN NO EVENT EXCEED THE REPAIR OR REPLACEMENT COST, OR PURCHASE PRICE, AT COMPANY'S OPTION, OF THE SERVICE OR ITEM WHICH DIRECTLY GIVES RISE TO THE CLAIM, NO ACTION OR PROCEEDING AGAINST COMPANY MAY BE COMMENCED MORE THAN TWO (2) YEARS AFTER THE SERVICES ARE COMPLETED. THIS PARAGRAPH SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY,

12. NONWAIVER

No course of dealing, course of performance, or failure of either party strictly to enforce any term, right or condition of this Agreement shall be construed as

a waiver of any term, right, or condition. No waiver of breach of any provision of this Agreement shall be construed to be a waiver of any subsequent breach of the same or any other provision.

13. FORCE MAJEURE

Except with respect to Your obligation to make timely payments, neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, explosions, earthquakes, floods, wars, water, the elements, labor disputes, government requirements, civil or military authorities, acts of God or by, the public enemy, inability to secure raw materials or transportation, facilities, acts or omissions of carriers or suppliers, or other causes beyond its control whether or not similar to the foregoing.

14. CHOICE OF LAW

This construction, interpretation and performance of, and all transactions under, this Agreement shall be governed by the law of the State of Washington, excluding its conflicts of laws provisions.

15. ASSIGNMENT

This Agreement may not be assigned by You without the prior written consent of COMPANY. COMPANY may assign this Agreement to any affiliate, subsidiary or successor to all or substantially all of its business relating to the Licensed Materials.

16. PARTIES BOUND

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, legatees, successors, and assignees.

17. NOTICES

All notices under this Agreement (except for requests for Service) shall be in writing and shall may given by mail, postage prepaid or by overnight delivery addressed to the respective parties, if to You, at Your addresses set forth in the signature block below or if to COMPANY at: 9443 Springboro Pike, Miamisburg, OH 45342, ATTN Chief Legal Officer. Such notice shall be deemed to have been given when received. Either party may change its notice address upon notice to the other party pursuant to this provision.

18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, then the meaning of such paragraph or clause shall be construed so as to render it enforceable, to the extent feasible; and .if no feasible interpretation would save such paragraph or clause, it shall be severed from this Agreement and the remainder shall remain in full force and effect. However, in the event such paragraph or clause is considered an essential element of this Agreement, the parties shall promptly negotiate a replacement thereof. If the parties are unable to agree upon a replacement term within thirty (30) days of the final ruling, either party may terminate this Agreement upon ten (10) days prior written notice.

19. TAXES

Any tax or related charge resulting from this Agreement or any activities hereunder, exclusive of any tax based on or measured by net income, which COMPANY shall be required to pay to or collect for any government shall be billed to You as a separate item and shall be paid by You, unless a valid exemption certificate is furnished by You to COMPANY.

20. INDEPENDENT CONTRACTOR

All work performed under the Agreement by a party shall be performed as an independent contractor and not as an agent of the other. No persons furnished by either party shall be considered the other party's employees or agents, and each party shall be responsible for its own and its employees' compliance with all laws, rules, and regulations involving employment of labor, working conditions, payment of wages, and payment of taxes, such as unemployment, social security, and other payroll taxes, including applicable contributions from such persons when required by law.

21. ENTIRE AGREEMENT

The terms and conditions contained in this Agreement supersede all prior oral or written understandings between the parties, shall constitute the entire Agreement between the parties with respect to the subject matter of this Agreement and shall not be contradicted, explained, or supplemented by any course of dealing between COMPANY or any of its affiliates and You or any of Your affiliates, COMPANY employees' statements and COMPANY advertisements or

descriptions other than its published specifications do not constitute warranties or other contractual obligations, and shall not be relied upon by You as such. This Agreement shall not be modified or amended except by a writing signed by an authorized representative of both parties.

Signature

Printed Name and Title

Address

Date

Appendix A

Effective Date:

Software Titles
Copies

Number of Licensed

TimeMatters End User License Agreement

A. Common Terms

This agreement (this “Agreement”) for Time Matters[®] and/or Billing Matters[®] software (“Product”) is entered into between You (defined below) and LexisNexis, a division of RELX Inc.(“Company”). The terms of any Software Order executed by both parties are incorporated by reference.

A1. RIGHT TO USE

A1.1 Subject to the restrictions set forth below, You may (a) install the number of authorized copies of Product (as set forth in your Software Order) in executable form and solely for your internal operations; (b) use the Documentation for your internal operations; (c) make a single backup copy of the Product, provided the backup copy is not used for production purposes; and (d) permit your employees, agents, representatives, or contractors designated by You ("Authorized Users") to access and use the Product locally or remotely in accordance with this Agreement.

A1.2 The Product may be installed on a remote server operated by you, for use solely in accordance with this Agreement, provided that Company shall not be responsible for any problems accessing or using the Product, and/or its associated add-ons or plug-ins, related to a computing or hosting environment operated or managed by you. No third party may host the Product on your behalf without Company’s prior written consent.

A1.3 Copyright notices and any other proprietary legends on the original copy of the Product must be reproduced on any copies of the Product. You may not transfer the rights to a backup copy unless You transfer all rights in the Product.

A1.4 Use of some third-party materials included in the Product may be subject to other terms and conditions typically found in a separate agreement or “Read Me” file located in or near such materials.

A2. USE RESTRICTIONS

A2.1 By accepting the rights granted by Company, You agree that You will not, without the prior written consent of Company (a) sell, license, sublicense,

distribute, lease or otherwise transfer or allow the transfer of the Product, or any backup copy, to third parties; (b) use the Product in any manner inconsistent with the rights granted herein including, but not limited to, use of the Product in a service bureau, renting, leasing, lending or using the Product to provide commercial hosting services, or using more than the number of authorized copies or users, whichever the case may be, of the Product or permit access to the Product by more than the number of Authorized Users; (c) modify or create derivative works of the Product or Documentation or separate the Product's component parts for use on more than one device; or (d) unless specifically permitted under applicable law without the possibility of contractual waiver, attempt to decompile, disassemble or reverse engineer the Product, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Product or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Product, including without limitation any such mechanism used to restrict or control the functionality of the Product.

A2.2 Any permitted transfer of the Product must include the Product and Documentation, any backup copies, any Updates or Upgrades, if applicable, and a copy of this Agreement. Written notice of the transfer must be sent by You to Company within 15 business days of the transfer, specifying the new grantee.

A2.3 THERE MAY BE TECHNOLOGICAL MEASURES IN THE PRODUCT THAT ARE DESIGNED TO PREVENT UNAUTHORIZED USE OF THE PRODUCT INCLUDING, BUT NOT LIMITED TO, A TIME-OUT ROUTINE THAT MAY RENDER THE PROGRAM "READ ONLY" OR DENY ACCESS TO THE PROGRAM IF NOT REACTIVATED. You understand that You may need to activate or reactivate the Product from time to time to continue use of the Product.

A2.4 Internet-Based Services. If the Product accesses a Company internet-based service associated with the Product, You agree that You will not use the Product in any manner that could damage, disable, overburden, or impair such services or interfere with any other party's use and enjoyment of them.

You understand that the Product may collect, categorize and store anonymous data related to program errors and use for purposes of providing technical support, analyzing errors and product improvements. Company will not disclose anonymous data in any form that personally identifies You.

A3. TAXES

If any authority imposes a duty, tax, levy or fee, excluding those based on Company's net income, upon the Product, You agree to pay the amount specified. You are responsible for any personal property taxes for the Product from the date it was acquired.

A4. COPYRIGHT AND PROPRIETARY

A4.1 Company and its suppliers reserve all rights with respect to the Product, Documentation and any copies under all applicable national and international laws and treaties for the protection of Intellectual Property, including, but not limited to, trade secrets, copyrights, trademarks and patents. Any rights not expressly granted to You in this Agreement are retained by Company and its suppliers.

A4.2 Except as otherwise provided in this Agreement, You shall not cause or permit unauthorized copying, reproduction or disclosure of any portion of the Product or Documentation, or the delivery or distribution of any part thereof to any third party, for any purpose, without the prior written permission of Company. This restriction shall continue beyond the termination of this Agreement.

A5. EXPORT

You will not ship, transfer or export the Product to any country, nor will You use the Product in any manner prohibited by the United States Export Administration Act or any other export laws national or international, restrictions or regulations that apply to the Product. You agree to indemnify and hold Company harmless for any violation of this provision.

A6. U.S. GOVERNMENT RIGHTS

The Product and Documentation are “Commercial Items” as that term is defined at 48 CFR 2.101 consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation” as such terms are used in 48 CFR 12.212 or 48 CFR 227.7202, as applicable. The rights to the Product and Documentation are granted to U.S. Government end users (a) only as Commercial Items and (b) only with those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement.

A7. LIMITED WARRANTY

A7.1 Company warrants that it has sufficient rights to grant the rights in the Product pursuant to this Agreement; Company further warrants that the

Product will operate substantially in accordance with its written specifications. No warranty is made that the Product will run uninterrupted or error-free. The warranty period for the Product and Documentation is 30 days from delivery (“Warranty Period”).

A7.2 Company's and its suppliers' entire liability and your exclusive remedy for any breach of this limited warranty or for any other breach of this Agreement or for any other liability relating to the Product shall be, at Company's option from time to time exercised subject to applicable law, (a) repair, or (b) replacement, or (c) return with proof of purchase and refund of the applicable software fees, of a Product that does not meet this limited warranty. You will receive the remedy elected by Company without charge, except that You are responsible for any expenses You may incur (e.g., cost of shipping the Product to Company, third party services not provided by Company). This limited warranty is void if failure of the Product has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Product will be warranted for the remainder of the original warranty period and Company will use commercially reasonable efforts to provide a remedy within a commercially reasonable time of your compliance with Company's warranty remedy procedures. Outside the United States or Canada, neither these remedies nor any product support services offered by Company are available without proof of purchase from an authorized international source.

A7.3 THE PRECEDING WARRANTIES ARE THE ONLY WARRANTIES RELATED TO THE PRODUCT, DOCUMENTATION AND SUPPORT SERVICES AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

A7.4 If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, You also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (30 DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE 30 DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to You. This limited warranty gives You specific legal rights. You may have other rights which vary from state/jurisdiction to state/jurisdiction.

A7.5 Company is acting on behalf of its suppliers for the purpose of disclaiming, excluding, and/or limiting obligations, warranties, and liability as provided in this Agreement, but in no other respects and for no other purpose.

A8. LIMITATION OF LIABILITY

IN NO EVENT WILL COMPANY OR ITS SUPPLIERS HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN TORT, CONTRACT, STATUTE, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOSS OF OR DAMAGE TO DATA, PROFITS OR BUSINESS INTERRUPTION LOSSES, SUSTAINED OR ARISING FROM OR RELATED TO THE PRODUCT, DOCUMENTATION OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL AT ALL TIMES AND IN THE AGGREGATE AMOUNT BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM OR CAUSE OF ACTION AROSE. NO ACTION OR PROCEEDING AGAINST COMPANY MAY BE COMMENCED MORE THAN ONE YEAR AFTER THE CLAIM ARISES EXCEPT FOR COMPANY CLAIMS RELATING TO COLLECTION OF FEES DUE AND PAYABLE BY YOU. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

COMPANY SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENT, GROSSLY NEGLIGENT, OR WILLFUL ACTIONS OR INACTIONS OF ANY THIRD PARTY UNLESS SUCH THIRD PARTY HAS BEEN DIRECTLY ENGAGED BY COMPANY AS A SUBCONTRACTOR TO PERFORM SERVICES ON COMPANY'S BEHALF FOR YOU AND THEN ONLY TO THE EXTENT OF THE LENGTH OF THE ENGAGEMENT. FURTHERMORE AND EXCEPT FOR AUTHORIZED COMPANY SUBCONTRACTORS, THIS LIMITATION SHALL APPLY EVEN TO THOSE THIRD PARTIES THAT MAY HAVE BEEN CERTIFIED PURSUANT TO A COMPANY CERTIFICATION PROGRAM OR RECOMMENDED OR REFERRED TO YOU BY COMPANY.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

A9. INVOICES AND PAYMENT

A9.1 Fees relating to software, subscription, services, or any related charges, shall be payable in full upon order, or, if invoiced by the Company, within 30 days of the date of Company's invoice.

A9.2 Payments provided for in this Agreement shall, when overdue, be subject to a late payment charge calculated at a rate of one and one-half percent (1.5%) per month until paid; provided, however, if the amount of such late payment charge exceeds the maximum permitted by law for such charge, then the charge shall be reduced to the maximum amount allowed. You shall be liable for all costs of collection incurred by Company including without limitation collection agency fees, reasonable attorney's fees and court costs if You fail to comply with the payment obligations set forth herein.

A10. MISCELLANEOUS

A10.1 Governing Law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. This Agreement shall be governed in all respects by the laws of the State of New York, United States, without regard to conflicts of law principles. Any action, suit, or proceeding arising under or in connection with the Product, Technical Support Services or this Agreement must be commenced within one year after the claim or cause of action arises.

A10.2 Technical Information. By licensing the Product, You agree that Company and its affiliates may collect, use and compile and monitor statistical information based on non-personally identifiable information gathered or transmitted to Company or its affiliates via the Product for the purpose of verifying proper authorization of all copies of the Product in use by You, as well as for the purpose of improving our Products and services and for new product and technology development.

A10.3 Modifications. The terms and conditions of this Agreement, the GSA Order, and Schedule Contract GS-35F-0119Y may be changed or modified in accordance with the General Services Administration Acquisition Regulation (GSAR) 552.238-81. Modifications made pursuant to GSAR 552.238-81 do not affect any termination rights contained herein.

A10.4 Severability. If any term of this Agreement is held invalid or unenforceable for any reason, the parties agree that such invalidity will not affect the validity of the remaining provisions of this Agreement, and further agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

A10.5 Waiver. None of the requirements of this Agreement shall be considered waived by either party unless the waiver is in writing, and then only by persons executing this Agreement or other duly authorized agents or representatives. The waiver by either party of a breach or a violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach or violation.

A10.6 Assignment. Neither party may assign (voluntarily, by operation of law, or otherwise) this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, Company may assign this Agreement to any Affiliate or successor on notice to You. As a condition to assignment, your assignee must agree to assume and be bound by all terms and conditions of this Agreement.

A10.7 Compliance with Rights Granted. You agree that, upon request from Company or Company's authorized representative, You will within 30 days fully document and certify any and all use of the Product at the time of the request is in conformity with your valid and authorized rights granted by Company.

A10.8 Entire Agreement. This Agreement (which includes the associated Software Order) is the entire agreement between You and Company relating to the Product and supersedes all prior or contemporaneous oral or written communications and representations with respect to the Product or any other subject matter covered by this Agreement.

A10.9 Parties Bound. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, legatees, successors, and permitted assignees.

A10.10 Force Majeure. Except with respect to Your obligation to make timely payments, neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, explosions, earthquakes, floods, wars, water, the elements, labor disputes, government requirements, civil or military authorities, acts of God or by the public enemy, inability to secure raw materials or transportation,

facilities, acts or omissions of carriers or suppliers, or other causes beyond its control whether or not similar to the foregoing.

A10.11 Notices. All notices under this Agreement (except for requests for Service) shall be in writing and shall be given by mail, postage prepaid or by overnight delivery addressed to the respective parties, if to You, at Your address set forth in the applicable Software Order, or to Company at:

LexisNexis –Software Solutions
Attn: Product Manager
1801 Varsity Drive
Raleigh, North Carolina 27606
United States of America

With a copy to:

LexisNexis
Attention: Chief US Legal Officer
9443 Springboro Pike
Miamisburg, Ohio 45342 United States of America

Such notice shall be deemed to have been given 3 business days after properly addressed and deposited in the mail, or the next business day after deposit with an overnight courier. Either party may change its notice address upon notice to the other party in compliance with this provision.

A10.12 Independent Contractor. All work performed under the Agreement by a party shall be performed as an independent contractor and not as an agent of the other. No persons furnished by either party shall be considered the other party's employees or agents, and each party shall be responsible for its own employees' compliance with all laws, rules, and regulations involving employment of labor, working conditions, payment of wages, and payment of taxes, such as unemployment, social security, and other payroll taxes, including applicable contributions from such persons when required by law.

A11. DEFINITIONS

“Affiliate” means a corporation, partnership, or other legal entity that controls, is controlled by, or is under common control with that party, either directly or through another Affiliate, but only while that control relationship exists; "control" of an entity means the power to direct the management and policies of that entity through a controlling vote on the board of directors or similar

governing body of that entity or the ownership of interests entitled to more than 50% of the votes of that entity.

"Authorized Users" mean your total number of authorized employees, agents, representatives, or contractors to whom You provide access to the Product which you have licensed from Company

"CPU" means a single computer, a central processing unit or logical partition (if a computer or server has more than one processor or logical partition).

"Documentation" means a written guide in any form or media describing the use and operation of Product, together with any related supporting documentation.

"Intellectual Property Rights" mean all current and future patents, patent applications (including, without limitation, all reissues, divisions, renewals, extensions, continuations and continuations-in-part), copyrights (including but not limited to rights in audiovisual works and moral rights), trade secrets, trademarks, service marks, trade names and all other intellectual property rights and proprietary rights, whether arising under the laws of the United States or any other country, state or jurisdiction.

"License" shall have the meaning ascribed to it in Section A1.1 above. In particular and in addition, a license may be of the following types:

"Concurrent Use" means that the Software may be installed on a multiple CPUs or on a central server, but may only be accessed and used by a specified number of Authorized Users simultaneously.

"Enterprise" means that the Software may be installed and made available to all Authorized Users within your organization, provided that, in some instances the total number of Authorized Users may be limited.

"Seat" means that the Software may be installed on desktop computers for use by any Authorized User allowed access to that computer.

"Server" means that the Software may be installed on a single server for use enterprise-wide by Your Authorized Users.

"User" means that the Software may be installed on multiple CPUs so long as it is accessed and used by only the Authorized User for which it was intended. (e.g., may be installed on an Authorized User's desktop, laptop, or accessed

remotely from Your server. A license must be purchased for each intended Authorized User)

"Product" means the proprietary computer software program identified in the associated Software Order. "Product" is the following, including the original and all whole or partial copies: 1) machine-readable instructions and data, 2) components, 3) audio-visual content (such as images, text, recordings, or pictures), 4) related software materials, and 5) software use documents or keys, and documentation.

"Services" or **"Maintenance & Technical Support Services"** mean via an "Annual Maintenance Plan" the delivery of Updates and Upgrades and technical support to be provided pursuant to the terms of a separate agreement.

"Software" means computer programs in machine-readable form for use on designated CPU(s). Software does not include any version of Source Code and any operating system software installed on the CPU.

"Software Order" means that document setting forth the number of units, Subscription Fees, License Fees, and support Services fees, if applicable, associated with the Product. The Software Order may be in the form of an invoice, acknowledgement or proposal and may be in paper form or may be comprised of the online form you completed or the information you provided orally, when ordering a Product license and any confirmation of the information you provided, including but not limited to your election with regard to Term, and is a part of this Agreement.

"Source Code" means a high level program in that is not machine-readable.

"Updates" means subsequent service releases of Company Software which are generally made available for supported Software, other than media and handling charges, to correct design faults, discrepancies or defects ("bugs") in the Product. Updates are generally designated by a change in the number appearing to the right of the initial decimal point in the Product's version number (i.e., 1.1 vs. 1.0).

"Upgrades" means subsequent releases of the Product that contains an improvement in the Product that generally includes enhancements and new functionality, and is generally designated by a change in the number appearing to the left of the initial decimal point in the Product's version number (i.e., 2.0 vs. 1.0).

"You" includes your divisions and departments within your organization, but does not include clients, co-counsel, independent third parties or non-Affiliates. You agree that You shall be responsible for any use of the Product by your Affiliates.

B. ANNUAL MAINTENANCE PLAN

B1 SERVICES; MODIFICATION OF NUMBER OF AUTHORIZED USERS

You may choose to subscribe to an Annual Maintenance Plan for Services provided by Company pursuant to terms and conditions set forth below in the Annual Maintenance Plan Agreement (the "AMP Agreement"). The following terms, in addition to the AMP terms shall apply to any Updates/Upgrades, changes to the number of Authorized Users permitted to use the Product under this Agreement, and mobile access and use of the Product:

B1.1 Delivery of Updates/Upgrades. Company will only make Updates or Upgrades generally available to its users who have subscribed to an Annual Maintenance Plan. Use of any Updates/Upgrades provided to You under an Annual Maintenance Plan is subject to the terms and conditions of this Agreement and the terms of the applicable software agreement previously entered into by You for the Product.

Except for the immediate purpose of data conversion from the previous version to the Upgrade, after implementing the Upgrade You may no longer continue to use the earlier version of the Product. All Upgrades are provided to You on a per software copy exchange basis. You agree that by installing and implementing an Upgrade, You voluntarily terminate your right to use any previous version of the Product.

B1.2 Number of Authorized Users. The number of Authorized Users under this Agreement shall be permanently modified in the event You subscribe to an Annual Maintenance Plan covering less than the original number or any subsequent number of Authorized Users. You hereby acknowledge and agree that in the event You would like to restore the previous number of Authorized Users then You will be billed for the additional licenses and maintenance applicable to those additional Authorized Users at Company's then current rates.

Time Matters / Billing Matters Transaction Terms

Time Matters and Billing Matters software products (collectively referenced as the “Products” and individually referenced as the “Product”) are owned by LexisNexis, a division of RELX Inc. or its affiliated companies (“LexisNexis”). Your use of a Product is governed by the terms and conditions of an End User License Agreement (“EULA”), which includes a Limited Warranty.

Software Returns and Refunds. LexisNexis will refund the full license fee for the Product (not including any shipping and handling fees) one time only to the contracting Licensee, provided that you return the Product within 30 days of your purchase of the license to use the initial version of the Product (the "Limited Warranty Period"). No refunds are available or will be offered after the first to occur of: 1) 30 days from your purchase of the license to use the initial version of the Product; or 2) your registration of the Product (registration may occur prior to the end of the 30-day Limited Warranty Period). To receive a refund, you must: a) call LexisNexis at 1-800-328-2898 during the Limited Warranty Period; and b) uninstall all versions of the Product and return all materials related to the Product, including all documentation ("Return"). A refund is generally issued by LexisNexis within 60 days of the Return. Fees for shipping and handling are not reimbursable and are not refundable. NO refund will be provided if you have previously returned any version of the Product. Additional user licenses and upgrades of the Product do NOT extend or restart the 30-day Limited Warranty Period.

The Limited Warranty shall be voided if there is any evidence of any attempt to (i) remove the Product serial number or Licensee name from the Product, or (ii) decompile, reverse engineer, modify, or develop derivative products from the Product, or (iii) otherwise violate the EUSA.

Software Registration. Registration of the Product is required prior to the expiration of the 30-day Limited Warranty period or the Product may stop functioning within 7 days. The Product is fully functional and you are entitled to maintenance and technical support, during the Limited Warranty period.

Annual Maintenance Plan Program. Maintaining a current subscription to the annual maintenance plan program will provide you with access to Product releases, technical support, and web-based Product training and information (“Services”). In the event you do not enroll in the annual maintenance plan

program for the fees then in effect, you will not be entitled to any Services. Adding users after the Product is first licensed does not entitle you to additional Services for such users unless additional subscriptions for Services applicable to those additional users are obtained at the then-current rates. Fees paid under the annual maintenance plan program are not refundable for any reason. Terms and conditions applicable to the annual maintenance plan program may be found at <http://pm.lexisnexis.com/terms>.

BY PLACING THIS ORDER YOU CERTIFY THAT YOU ARE PURCHASING ANNUAL MAINTENANCE PLAN(S) ("AMP(S)") FOR THE TOTAL NUMBER OF USERS/TIMEKEEPERS CURRENTLY LICENSED TO USE THE RELATED SOFTWARE. IF YOU HAVE ORDERED AMPS FOR FEWER THAN THE TOTAL NUMBER OF USERS/TIMEKEEPERS COVERED BY YOUR LICENSE, YOU ACKNOWLEDGE AND AGREE THAT YOUR LICENSE FOR SUCH USERS/TIMEKEEPERS IS PERMANENTLY MODIFIED TO REDUCE THE NUMBER OF USERS/TIMEKEEPERS TO THE NUMBER OF USERS/TIMEKEEPERS COVERED BY THIS ORDER. THEREAFTER, A SUBSCRIPTION FOR A NEW LICENSE WILL BE REQUIRED TO INCREASE THE NUMBER OF USERS/TIMEKEEPERS.

Uncollected Amounts. All fees are due and payable upon Licensee's order for Products and Services and must be remitted to LexisNexis within thirty (30) days of the invoice date for transactions requiring an invoice. In the event Licensee fails to make payment to LexisNexis when due, LexisNexis reserves the right to cancel the Products and Services ordered without further notice to Licensee. Upon cancellation of the Products and Services, Licensee shall have no further right to use any Products or receive any Services.

Payments provided for herein shall, when overdue, be subject to a late payment charge calculated at a rate of one and one-half percent (1.5%) per month until paid; provided, however, that if the amount of such late payment charge exceeds the maximum permitted by law for such charge, such charge shall be reduced to such maximum amount. Licensee shall be liable for all costs of collection incurred by LexisNexis including, without limitation, collection agency fees, reasonable attorney's fees and court costs if Licensee fails to comply with the payment obligations set forth herein.

Annual Maintenance Plan Agreement for Time Matters / Billing Matters Products

ANNUAL MAINTENANCE PLAN AGREEMENT

This Annual Maintenance Plan Agreement (the “Agreement”) is effective as of the date an Order for Services (defined below) is submitted to LexisNexis, a division of RELX Inc. (“LexisNexis”) by the undersigned person or entity accepting these terms and conditions (“Licensee”) upon written (which can include email) confirmation and acceptance by LexisNexis (“Effective Date”). This Agreement provides for Maintenance and Support Services of Covered Software currently licensed by LexisNexis to Licensee pursuant to an applicable end user license agreement (“License Agreement”).

DEFINITIONS

"Covered Software" means the Software titles and numbers of licenses/users set forth on an order for Services.

"CPU" means a single computer, a central processing unit or logical partition (if a computer or server has more than one processor or logical partition).

"Documentation" means a written guide in any form or media describing the use and operation of Software, together with any related supporting documentation.

"Fix(es)" means a Workaround or Hot Fix and/or additional or replacement lines of Software code provided by LexisNexis to remedy a Problem in the Software that caused it to not operate substantially in accordance with its written specifications.

“Lapse” means an interruption in the continuous Maintenance and Support Services coverage (or allowing an agreement for Maintenance and Support Services to expire without renewing).

“Major Release” means a major release for the Software which may contain new features, enhancements and Problem corrections. A Major Release will generally include significant new functionality, database schema, underlying technology or user interface changes. Major Releases are designated by a change in the version number to the left of the decimal point.(e.g., “3.0”, to “4.0”).

“Minor Release” means a minor release for the Software which generally will contain fewer changes than a Major Release but will generally include any Fixes and may contain some new features, enhancements and Problem corrections. Minor Releases are designated by a change in the version number to the right of the decimal point (e.g., “3.1”, to “3.2”).

"Order for Services" means the form or telephonic request completed by or on behalf of Licensee that sets forth the Covered Software including Software titles, number of users, and the annual maintenance plan (“AMP”) which includes the Services and is a prerequisite for entering into this Agreement.

"Problem" means Software that does not operate substantially in accordance with its written specifications; or Documentation that is not correct.

“Service Pack” means a special release required to support specific regulatory changes (ex., mandated 1099 format changes) or to provide specific corrections to address Problems of a serious nature or significant impact. A Service Pack will typically not introduce new features or enhancements but may include a number of corrections.

"Services" or "Maintenance and Support Services" mean availability of Software Major Releases, Minor Releases, Fixes, access to web-based training and product information, and technical support to be provided Licensee pursuant to the terms of this Agreement or the repair or replacement of the Software in the event it does not operate in accordance with its written specifications under the limited warranty.

"Software" means the proprietary computer software programs in machine-readable form for use on designated CPU(s). Software includes the original and all whole or partial copies and the following materials: 1) machine-readable instructions and data, 2) components and releases, 3) audio-visual content (such as images, text, recordings, or pictures), 4) related software materials, and 5) software use documents or keys, and Documentation. Software does not include any version of Source Code and any operating system software installed on the CPU.

"Source Code" means a high level program that is not machine-readable.

“Special Services” means services not within the scope of this agreement, but that may be performed by LexisNexis for additional charge.

“Supported Version” means the current major version of the Software and the

two immediately prior Major Releases.

"System Administrator" means an employee or agent of Licensee with sufficient training and experience to identify and isolate Problems, provide sufficient information and assistance to LexisNexis to be able to reproduce such Problems, perform the required functions of the System Administrator, or communicate effectively with Company's support personnel. The System Administrator or his/her delegate shall be the single point of contact with LexisNexis when reporting Problems. "Workaround" or "Hot Fix" means a manual process or a program executable or separate utility program that addresses a specific Problem in the Software. Workarounds and Hot Fixes are intended to provide an interim solution until it can be incorporated into the Software via a release of a Major Release, Minor Release or Service Pack.

1. MAINTENANCE AND SUPPORT SERVICES

Provided Licensee timely pays the fees set forth on the attached Order for Services and a License Agreement is in effect for a Supported Version of the Covered Software, the following Maintenance and Support Services shall be available to Licensee:

- Access to "Software Releases" (Major Releases, Minor Releases, Service Packs, and Workarounds)
- Access to Telephone Support in accordance with Section 1.2 below
- Access to self-service *Anytime Training* on the web located at <http://lexisnexis.com/university>
- Access to the Software via mobile device in accordance with the terms and conditions of the License Agreement and any mobility agreement with LexisNexis which may be in effect.

The Maintenance and Support Services may be changed or modified in accordance with GSAR 552.238-81. In the event of a conflict between this Agreement and the License Agreement concerning which Services apply and how such Services will be provided, the License Agreement shall control interpretation.

1.1 Delivery of Software Releases. Whenever LexisNexis makes Software Releases generally available to its users who have purchased Services, LexisNexis will grant Licensee a copy of the new release containing the updated/upgraded version of the Covered Software. Licensee's use of all such Software Releases is governed by the terms of the License Agreement entered into by Licensee for the Software.

Except for the immediate purpose of data conversion from the previous version to the updated/upgraded version of the Covered Software, after implementing the update/upgrade Licensee may no longer continue to use the earlier version of the Software. All updates/upgrades are provided to Licensee on a per copy exchange basis. Licensee agrees that by installing and implementing an update/upgrade, Licensee's right to use any previous version of the Covered Software is terminated.

1.2 Access to Telephone Support. LexisNexis will make a member of its technical support staff available by telephone to Licensee's System Administrator to assist Licensee in the standard business use of the Covered Software provided the Covered Software is a Supported Version. Licensee's System Administrator will be responsible for the daily maintenance of the Software per the Documentation, and will provide the first line technical support of the Software to Licensee's users. Telephone Support includes assistance relating to any Fixes. Telephone Support shall be available 8:00 am – 8:00 pm EST/EDT Monday through Friday, excluding holidays recognized by LexisNexis.

2. **USE GRANT FOR REMOTE ASSISTANCE**

Licensee may permit any device to access and use Licensee's authorized copy of the Software for the sole purpose of providing Licensee with Services; provided, such access and use is in accordance with this Agreement and the License Agreement.

Licensee agrees that LexisNexis may collect and use technical information gathered as part of the Maintenance and Support Services provided to Licensee, if any, related to the Software. LexisNexis may use this information to ensure proper authorization of all copies of the Software as well as to improve LexisNexis' products or provide customized services or technologies to Licensee. LexisNexis will not disclose this information in a form that personally identifies Licensee to any third parties.

3. **CONFIDENTIAL INFORMATION**

As used in this Agreement, "Confidential Information" means (a) proprietary or trade secret information which is clearly labeled or designated in writing as confidential, proprietary or the like by the disclosing party, and (b) information disclosed orally with a designation of such information as secret, confidential or proprietary prior to or during the oral disclosure and a subsequent reduction of such information to a writing labeled confidential, proprietary or the like and sent to the party to whom the disclosure was made within 15 days after the oral disclosure. Information shall not be considered Confidential Information

to the extent that such information is: (w) already known to the receiving party free of any restriction at the time it is obtained from the other party; (x) subsequently learned from an independent third party free of any restriction and without breach of this Agreement; (y) or becomes publicly available through no wrongful act of the receiving party; or (z) required to be disclosed by applicable law.

LN and Licensee each agrees that it will not, during the term of this Agreement and for one year thereafter, disclose to any other person or entity any Confidential Information received from the other, except (a) to the extent necessary or desirable to perform under this Agreement, (b) in connection with any pending action related to this Agreement, or (c) as required by a court of competent jurisdiction. Notwithstanding the provisions of this Section 3, the parties may disclose Confidential Information to their respective accountants, attorneys, and other similar professional advisors as long as the entity to which Confidential Information is disclosed is subject to obligations of confidentiality with the same effect as those specified in this Section 3.

4. MAINTENANCE AND SUPPORT SERVICES EXCLUSIONS

In accordance with the License Agreement and unless otherwise agreed to in writing by LexisNexis, the Maintenance and Support Services and the charges associated with said Services do not cover or include the following:

- i. Support of Software which has been modified or repaired other than by LexisNexis or by a third party engaged by LexisNexis;
- ii. Making specification changes or performing Services connected with the relocation of Software;
- iii. Modification or replacement of Software, repair of damage, or increase in service time caused by failure to continually provide a suitable operational environment with all facilities prescribed by the applicable documentation; including, but not limited to, the failure to provide or the failure of adequate electrical power, temperature or humidity control, or computing environment;
- iv. Modification or replacement of Software, repair of damage, or increase in service time caused by the use of the Software for other than the purposes for which it is authorized or not in accordance with the Software operating guidelines;
- v. Modification or replacement of Software, repair of damage, or increase in service time caused by:
 - * accident
 - * natural or man-made disaster which shall include but not be limited to fire, water, wind, and lightning
 - * transportation
 - * neglect or misuse

- vi. Modification or replacement of Software, or increase in service time caused by the use of the Software in combination with other products (e.g., Microsoft® SQL Server or SQL Server Express or other LexisNexis products);
- vii. Backing up or restoring programs and/or data;
- viii. Keying, importing, converting or manipulation of data;
- ix. On-site or formal classroom training on the operation and use of the Software;
- x. Creation of any new non-standard, customer-defined reports;
- xi. Initial installation of the Software and any subsequent releases; or
- xii Use of the Software other than in accordance with system requirements
- xiii. Support of Software which is not Covered Software.

The foregoing services may be performed on a billable Special Service basis or as part of a separate professional services agreement. In accordance with the terms and conditions of Schedule Contract GS-35F-0119Y, Company and Licensee agree to identify and special service to be performed and negotiate the price and other terms and conditions associated with performing the special service before the special service is performed.

5. OBLIGATIONS OF LICENSEE

Licensee's rights to use a Software release commence upon installation. Therefore, Licensee agrees that it shall download and complete the installation of all Software releases prior to the expiration of the Term of this Agreement. Upon the termination or expiration of this Agreement, Licensee shall have no rights to install any Software releases even if such releases were downloaded during the Term of this Agreement.

Licensee shall provide LexisNexis with access to Licensee's facilities and equipment to permit LexisNexis to perform its obligations hereunder. No charge shall be made for such access and LexisNexis will provide prior notification when such access is required;

If applicable, Licensee shall maintain a proper network connection near any CPU used with the Software being maintained by LexisNexis hereunder and provide access to a voice grade local telephone;

Licensee shall be responsible for obtaining and maintaining any required third party hardware and/or software, including updates thereto;

Licensee's System Administrator must be present in the event LexisNexis provides any on-site Service. If applicable, Licensee agrees that if a representative is not present when LexisNexis' technician arrives on site that

no Service will be performed.

6. SOFTWARE UPDATES, UPGRADES, FIXES AND WORKAROUNDS

Licensee agrees that all updates and upgrades of the Covered Software, including all Fixes and Workarounds furnished to Licensee, shall be deemed to be part of such Covered Software subject to the terms and conditions of the License Agreement for the Software.

7. WARRANTY; LIMITATIONS OF LIABILITY

7.1 Warranty. LexisNexis warrants to Licensee that Services hereunder will be performed in a professional manner and in accordance with good usage and accepted practices as established in the community in which such Services are performed. If such Services are not so performed and if Licensee notifies LexisNexis within a fifteen (15) day period commencing on the date of completion of the Services, LexisNexis will, at its sole and commercially reasonable discretion, consider correcting any commercially reasonable problems and deficiencies.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.2 Limitation of Liability. IN NO EVENT WILL LEXISNEXIS, ITS PRODUCT DEVELOPERS OR SUPPLIERS HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN TORT, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOSS OF OR DAMAGE TO DATA, PROFITS OR BUSINESS INTERRUPTION LOSSES, SUSTAINED OR ARISING FROM OR RELATED TO THE PRODUCT, DOCUMENTATION OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LEXISNEXIS' LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL AT ALL TIMES AND IN THE AGGREGATE AMOUNT BE LIMITED TO THE AMOUNT ACTUALLY PAID BY LICENSEE TO LEXISNEXIS UNDER THIS AGREEMENT. NO ACTION OR PROCEEDING AGAINST LEXISNEXIS MAY BE COMMENCED MORE THAN ONE YEAR AFTER THE CLAIM ARISES EXCEPT FOR LEXISNEXIS CLAIMS RELATING

TO COLLECTION OF FEES DUE AND PAYABLE BY LICENSEE. THIS SECTION SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so that portion of the above limitation or exclusion may not apply to you.

8. SEVERABILITY OF PROVISIONS; WAIVER

This Agreement constitutes the entire agreement with respect to the Maintenance and Support Services specified in the Order for Services. If any provision of this Agreement is unlawful, void or unenforceable, or conflicts with any provision of the License Agreement, then such provision of this Agreement shall be deemed severable from the remaining provisions of this Agreement and shall not affect the validity and enforceability of such remaining provisions of this Agreement and the License Agreement. None of the requirements of this Agreement shall be considered as waived by either party unless the same is done in writing, and then only by persons executing this Agreement or other duly authorized agents or representatives. The waiver by either party of a breach or a violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach or violation.

9. TERM OF AGREEMENT

This Agreement shall commence on the Effective Date and shall remain in effect through the last day of the same calendar month in the following calendar year (“Initial Term”). Licensee may renew this Agreement for an additional period (a “Renewal Period”) provided Licensee is bound by an effective License Agreement for use of the Software. The Initial Term and any Renewal Period(s) are collectively referred to herein as the “Term”.

Licensee’s renewal of this Agreement shall be subject to payment of the Maintenance and Support Fees which may be adjusted in accordance with LexisNexis’ then-current prices which may increase over the Maintenance and Support Fees applicable during the Initial Term or any prior Renewal Period(s) and include additional charges associated with reinstatement due to any Lapse.

10. ASSIGNMENT

Neither party may assign (voluntarily, by operation of law, or otherwise) this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, LexisNexis may assign this Agreement to any affiliate or successor on notice to Licensee. As a condition to assignment, Licensee’s assignee must agree to assume and be bound by all terms and conditions of this Agreement.

11. PAYMENTS

All Maintenance and Support Fees are due and payable upon Licensee's acceptance of this Agreement as set forth in Section 12 below and within thirty (30) days of the invoice date for any Renewal Periods or any Special Services. In the event Licensee fails to make payment to LexisNexis when due, LexisNexis reserves the right to cancel the Services without further notice to Licensee. Upon cancellation of the Services, Licensee shall have no further right to receive any Services.

Payments provided for in this Agreement shall, when overdue, be subject to a late payment charge calculated at a rate of one and one-half percent (1.5%) per month until paid; provided, however, that if the amount of such late payment charge exceeds the maximum permitted by law for such charge, such charge shall be reduced to such maximum amount. Licensee shall be liable for all costs of collection incurred by LexisNexis including without limitation collection agency fees, reasonable attorney's fees and court costs if Licensee fails to comply with the payment obligations set forth herein.

12. AGREEMENT AND ACCEPTANCE; GOVERNING LAW; CANCELLATION

Licensee's placement of an Order for Services and payment of the applicable fees constitutes acceptance of this Agreement. This Agreement is not effective until it has been confirmed by LexisNexis. This Agreement is limited to use of the Software in North America ("NA"). Maintenance and Support for Software used outside of NA may be subject to different terms and conditions. Any action, suit, or proceeding arising under or in connection with this Agreement must be commenced by Licensee within one year after the claim or cause of action arises. This Agreement shall be governed in all respects by the laws of the State of New York, in the United States of America without regard to its conflicts of law provisions.

At its sole option, LexisNexis may use a third party or Matthew Bender & Company, Inc. (a RELX Inc./LexisNexis affiliate), as Company's billing, payment and invoicing agent for selected products and services offered by the LexisNexis division of RELX Inc. and affiliated companies.

ON OR BEFORE THE TENTH CALENDAR DAY AFTER THE EFFECTIVE DATE OF A WRITTEN ORDER FOR SERVICES, LICENSEE MAY CANCEL THIS AGREEMENT BY SENDING A WRITTEN NOTICE OF CANCELLATION TO LEXISNEXIS WHICH NOTICE IS RECEIVED BY LEXISNEXIS WITHIN SUCH TEN-DAY

**PERIOD. NOTICE OF CANCELLATION SHALL BE SENT TO
LEXISNEXIS VIA EMAIL SENT TO PMSALES@LEXISNEXIS.COM
OR VIA FACSIMILE TO THE ATTENTION OF PM SALES AT 1-800-
643-1280.**