

56A
Rice

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

~~JOSEPH A. FOSTER~~
ATTORNEY GENERAL



ANN M. RICE
DEPUTY ATTORNEY GENERAL

March 21, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice (DOJ) to amend a three year **sole source** agreement with LexisNexis, 7 Ridge Road, Branford, Connecticut 06405 (Vendor #177769) approved on July 22, 2015 #127A by correcting the pricing structure of the existing contract and by increasing the contract price limitation by \$2,692 from \$255,298 to \$257,990 upon approval of the Governor and Executive Council through July 31, 2018. 100% General Funds.

Funds to support this increase request are anticipated to be available upon the continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office as needed and justified: 02-20-20-200010-2601-057-500534, Department of Justice, Attorney General, Books, Periodicals and Subscriptions as displayed in ATTACHMENT A.

EXPLANATION

The request, as approved on July 22, 2015 #127A, is sole source due to the fact that LexisNexis continues to provide consistent research material and training at a very low 1% increase per year. Up until 2012, the Department of Justice had used a Vendor Westlaw but found, through competitive negotiations, that LexisNexis was approximately \$2,000 less per month, saving the Department \$24,000 per year. The Department of Justice will, once again, pursue competitive bidding for August 1, 2018 when this contract expires.

The Department of Justice (DOJ) uses on-line research to provide attorneys and paralegals with all the up to date case law, rules statutes from NH and other jurisdictions,

law review articles, and other legal resources. Attorneys regularly use the on-line research tool for drafting legal pleadings and developing legal arguments. LexisNexis provides immediate access to all these materials.

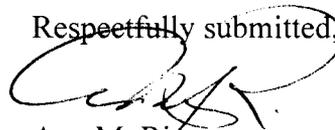
The yearly pricing structure for this contract runs from August 1 to July 31. The original Governor and Executive Request calculated the contract price as beginning July 1 rather than August 1 for Fiscal Year's 2016 and 2017. As a result, and as displayed in ATTACHMENT A, the original contract price was supposed to be \$254,880 but was contracted at \$255,298.

The increase, based on the approved original contract price, includes access to Nichols on Eminent Domain, a specialized law library focused on the law of eminent domain. This is a five user subscription which will be primarily used by the Transportation and Construction Bureau of the DOJ in the course of their daily business.

The Department's access to Lexis-Nexis for Microsoft Office (LNO), included in the original contract, remains intact. LNO provides close integration between Lexis-Nexis and Microsoft Office products such as Microsoft Word. This integration will provide increased productivity as it facilitates the use of Lexis-Nexis material in legal pleadings and court documents.

Please let me know if you have any questions concerning this request. Your consideration is greatly appreciated.

Respectfully submitted,



Ann M. Rice
Deputy Attorney General

#1654311

ATTACHMENT A
Department of Justice Contract Agreement With Lexis Nexis
Pricing Structure

Fiscal Year	Date Range	Current Monthly Base Cost	Current Microsoft LNO Monthly Cost	Current Monthly Total Cost	Current Fiscal Year Cost	Monthly Base Cost Increase For Eminent Domain	Revised Monthly Base Cost	Revised Monthly Total Cost Including Microsoft LNO	Revised Fiscal Year Cost
2016	08/01/2015 to 06/30/2016	\$6,447	\$425	\$6,872	\$75,592	\$0	\$6,447	\$6,872	\$75,592
2017	07/01/2016 to 07/31/2016	\$6,447	\$425	\$6,872	\$84,730	\$0	\$6,447	\$6,872	\$85,322
	08/01/2016 to 04/30/2017	\$6,640	\$438	\$7,078		\$0	\$6,640	\$7,078	
	05/01/2017 to 06/30/2017	\$6,640	\$438	\$7,078		\$296	\$6,936	\$7,374	
2018	07/01/2017 to 07/31/2017	\$6,640	\$438	\$7,078	\$87,268	\$296	\$6,936	\$7,374	\$89,786
	08/01/2017 to 06/30/2018	\$6,839	\$451	\$7,290		\$202	\$7,041	\$7,492	
2019	07/01/2017 to 07/31/2017	\$6,839	\$451	\$7,290	\$7,290	\$202	\$7,041	\$7,492	\$7,290
Current and Revised Yearly Totals:					<u>\$254,880</u>				<u>\$257,990</u>



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

April 3, 2017

David A. Rienzo
Assistant Attorney General
Department of Justice
State of New Hampshire
33 Capitol Street
Concord, NH 03301

Dear Attorney Rienzo:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with RELX, Inc., f/k/a LexisNexis, Inc. as described below and referenced as DoIT No. 2016-029.

This is a request for approval to amend existing contract DOJ 2016-029 LexisNexis. The contract amendment includes upgrading the Department's users to Lexis Advanced which provides online research, immediate up-to-date access to information regarding case law, rules statutes from NH and other jurisdictions, law review articles, as well as other legal resources, and adds access to the legal library known as Nichols on Eminent Domain for the attorneys and staff in the Transportation and Construction Bureau.

The amount of this contract is \$2,692, increasing the current contract from \$255,298 to \$257,990. This amendment will be effective upon the date of Governor and Council approval through July 31, 2018.

A copy of this letter should accompany the Department of Justice's submission to Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", written over a horizontal line.

Denis Goulet

DG/kaf
Contract #2016-029

cc: Rebecca Bolton, DoIT

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
LEXIS ADVANCED UPGRADE
CONTRACT 2015-047
CONTRACT AMENDMENT 1

This amendment (hereinafter called the Amendment) is by and between the Department of Justice and Lexis-Nexis, Inc. (hereinafter called the Contractor).

WHEREAS, pursuant to an Agreement (hereinafter called the Contract) approved by the Governor and Council on July 22, 2015, item #127A, the Contractor agreed to perform certain services upon the terms and conditions specified in the Contract, and in consideration of payment by the Department of Justice of certain sums specified therein;

WHEREAS, pursuant to the provisions of paragraph 18 of the Contract, the Contract may be amended, waived or discharged by written instrument executed by the parties thereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire;

WHEREAS, the Contractor and the Department of Justice have agreed to amend the Contract in certain aspects;

NOW, THEREFORE, in consideration of the foregoing, the covenants and conditions contained in the Contract, and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Contract

The Contract is hereby amended as follows:

- A. Amend P-37, Block 1.8, Price Limitation by \$2692 from \$255298 to \$257,990.
- B. Amend Exhibit A Scope of Services by appending the following: AND THE ATTACHED ADDENDUM ENTITLED Lexis Advance[®] Upgrade Amendment for State/Local Government. .

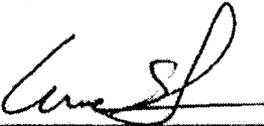
2. Effective Date of Amendment

This Amendment shall take effect upon the date of approval by Governor and Council

3. Continuance of Agreement

Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.

Pauline Marshall, Pricing Analyst
LexisNexis, Inc. *Lance Salyers,*
Senior Director

10/15/16 1/25/17

Date



Kathleen Carr
Director of Administration

9-8-16

Date

Approved by the Attorney General (Form, Substance and Execution)



Attorney

2 Feb 2017

Date

Approved by Governor and Executive Council

Date



"Subscriber" Name: NEW HAMPSHIRE DEPARTMENT OF JUSTICE
Account Number: 1000SAJWQ
"LN": LexisNexis, a division of RELX Inc.

This Add-On Addendum ("Addendum") amends and supplements the terms of the Lexis Advance Subscription Agreement entered into between LN and Subscriber (the "Agreement").

1. Term: This Addendum will begin on 12/1/2016 and be coterminous with the Agreement.
2. Services or Number of Users to Be Added: The purpose of this Addendum is to add Lexis Advance content or Authorized Users (or both) as indicated below.

Check applicable box:

Added Lexis Advance Content & Features:

FEATURES & CONTENT TO BE ADDED	SOURCE/MENU NO. OR SKU	NUMBER OF USERS
Nichols on Eminent Domain	1010391	5
<input type="checkbox"/> See attached Rider No. 1 for additional Preferred Services		
COMMITTED TERM (MUST RUN COTERMINOUS WITH THE AGREEMENT)		NEW MONTHLY COMMITMENT
Beginning	12/1/2016 to 7/31/2017	\$ 6,936
Beginning	8/1/2017 to 7/31/2018	\$ 7,041
Beginning	_____ to _____	\$ _____
Beginning	_____ to _____	\$ _____

Adding Authorized Users:

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

NUMBER OF GOVERNMENT PROFESSIONAL USERS TO BE ADDED	PER USER, PER MONTH ADD-ON RATE (TO BE ADDED TO MONTHLY COMMITMENT)
	\$ _____

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

3. Miscellaneous:

- 3.1 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement.
- 3.2 Acceptance by LN may be evidenced by signature, issuance of LN IDs or granting access to the additional content or users.
- 3.3 Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

AGREED TO AND ACCEPTED BY:

Subscriber: NEW HAMPSHIRE DEPARTMENT OF JUSTICE
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature: <i>Kathleen Coan</i>
Printed Name: Kathleen Coan
Job Title: Director of Administration
Date: 9-8-16

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]
Authorized Signature: <i>[Signature]</i> <i>LB</i> <i>12/25/17</i>
Name: Lance Salyers
Job Title: Senior Director
Date: 10/18/16



"Subscriber" Name: NEW HAMPSHIRE DEPARTMENT OF JUSTICE	Lexis.com Account Number: 1597C3
"LN": LexisNexis, a division of RELX Inc.	

This Lexis Advance Upgrade Amendment (the "Amendment") is between LN and Subscriber and is intended to revise the LN business agreement (which may be referred to as a Subscription Agreement, Lexis Advance Subscription Agreement for Law Firms, Fixed Price Committed Period, etc. and which establishes a committed term for use of the Online Services in exchange for a fixed and/or discounted monthly commitment) (the "Agreement"), previously executed between the parties, as the same may have been previously amended.

1. **Purpose of Amendment.** This Amendment will serve as Subscriber's acknowledgment that its subscription will be upgraded from *lexis.com* to Lexis Advance within a commercially reasonable period after Subscriber's execution of this Amendment. As a result of this Amendment, Subscriber's access to *lexis.com* will be terminated as of 9/30/2016 (prior to this time, Subscriber will have access to the content in *lexis.com* described in the Agreement) and the Agreement will also be revised as stated below.

2. **Lexis Advance Content, Term, and Charges.** This Section 2 revises and restates the materials and features included in Subscriber's fixed rate plan, the charges applicable to Subscriber, and the Committed Term of the Agreement. Subscriber's access to materials outside of the fixed rate plan will be governed by the Agreement.

2.1 During the Term (as defined below), Subscriber will have access to the Lexis Advance Content & Features listed below. In addition, Subscriber will also be provided with access to the premium features Shepard's Graphical and Research Map at no additional charge during the Term.

Lexis Advance Content & Features		
Products	SKU Number	Number of User
National Primary Enhanced	1011511	58
Core Public Records with Smartlink Person, Business and Location Reports	1004801	58
ALR & AMJUR Library	1011970	58
All Company & Financial	1011804	58
News	1010610	58
NH Practice Library	1011552	58
Manual of Federal Practice: Forms	1011264	58
Manual of Federal Practice	1511963	58
Collier Bankruptcy Case Update	1010094	58
Collier Commercial Bankruptcy Analytical	1010099	58
Collier on Bankruptcy	1010099	58
Bender's Forms of Discovery Interrogatories	1010054	58
Bender's Forms of Discovery Treatise	1010056	58
Federal Criminal Practice and Procedure Analytical	1010164	58
Federal Litigation Guide	1010173	58
Federal Rules of Evidence Manual	1010177	58
Federal Trial and Evidence Analytical	1010186	58
SEC Filings	1011962	58

[1] See attached Exhibit No. 1 for additional Content & Features

2.2 The Term of the Agreement will be for Committed Terms listed in the table below Section 2.3 (the "Term"). Upon the expiration of the Committed Term, the Agreement and Amendments will automatically terminate at the end of the Committed Term in absence of a renewing amendment.

2.3 During the Term, Subscriber will pay to LN each month the "Monthly Installment" amount listed below for access to and use of the Lexis Advance Content & Features listed in Section 2.1.

Committed Period	Monthly Installment
8/5/2016 - 9/30/2016	\$0
10/1/2016 - 7/31/2017	\$6,640
8/1/2017 - 7/31/2018	\$6,839

2.4 Subscriber acknowledges the pricing and content provided in this Amendment depend in part on the number of users listed for each product selected. Subscriber certifies that as of the date Subscriber signs this Amendment the number of attorneys receiving LN IDs (including attorney, judge or professional user or other support personnel) in Subscriber's office as Subscriber has specified below is true and accurate. Subscriber will be entitled to receive up to three (3) LN IDs for each number of users listed above for each product selected. Each LN ID must be issued for individual use by the attorney, judge or professional user or other support personnel. Subscriber will immediately notify LN in writing on each event of an increase in the Reference Number. At the reasonable request of LN, Subscriber will certify in writing the then-current Reference Number. If there is a change in the Reference Number, LN may, in its sole discretion, on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Installment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

Number of Government Professional Users:	58
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3. Miscellaneous

Except as expressly revised in this Amendment, all other terms and conditions of the Agreement will remain in full force and effect. If there are any conflicts or inconsistencies between this Amendment and the Agreement, this Amendment will control.

4. Closed Offer

The prices and other terms are subject to change to if Subscriber has not submitted a signed original or copy on or before 9/20/2016.

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

AGREED TO AND ACCEPTED BY:

Subscriber: NEW HAMPSHIRE DEPARTMENT OF JUSTICE	
(MUST BE COMPLETED BY SUBSCRIBER)	
Authorized Subscriber Signature:	<i>[Handwritten Signature]</i>
Printed Name:	<i>KEVIN P. COOPER</i>
Job Title:	<i>Director of Administration</i>
Date:	<i>9-2-16</i>

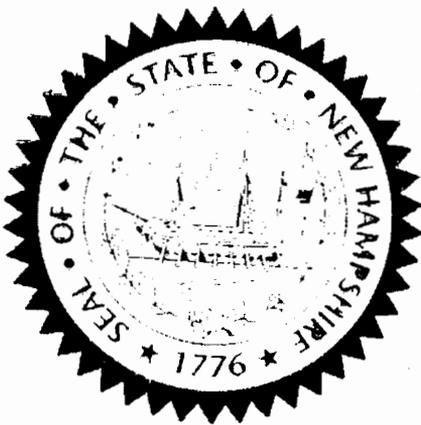
CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached <input type="checkbox"/>)	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS
NA, We have this.			

State of New Hampshire

OFFICE OF SECRETARY OF STATE



I, DAVID M. SCANLAN, Deputy Secretary of State of the State of New Hampshire, do hereby certify that the attached is a true copy of Application for Amended Certificate of Authority of RELX Inc. formerly REED ELSEVIER INC. as filed in this office on September 3, 2015 and held in the custody of the Secretary of State.



In Testimony Whereof, I hereto set my hand
and cause to be affixed the Seal of the State,
at Concord, this 12th day of August A.D. 2016

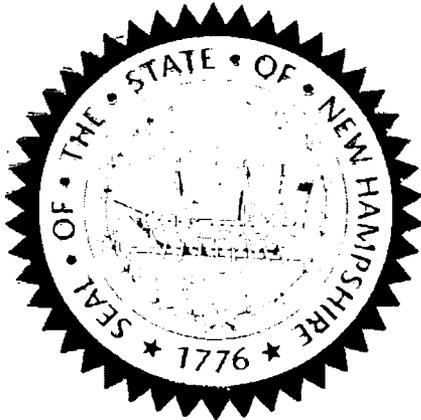
A handwritten signature in black ink, appearing to read "D. M. Scanlan".

Deputy Secretary of State

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RELX Inc. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on June 26, 1989. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of August, A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



Via Facsimile/Email and Courier Mail

March 3, 2017

David Rienzo
Director, Law Office Infrastructure
New Hampshire Department of Justice
33 Capitol Street
Concord, NH 03301

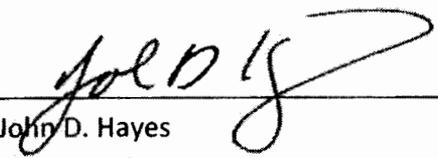
RE: LexisNexis Signature Authority for Agreements Named Lexis Advance Add-On Addendum for State/Local Government and Lexis Advance Upgrade Contract 2015-047 Amendment 1

Dear Mr. Rienzo:

This letter confirms that the Lexis Advance Add-On Addendum for State/Local Government with the term beginning December 1, 2016 and its related Lexis Advance Upgrade Contract 2015-047 Amendment 1 between LexisNexis, a division of RELX Inc., and New Hampshire Department of Justice, signed by our representative, Lance Salyers, on October 18, 2016 is in effect; and that the signatory, Lance Salyers (Senior Director, Specialized Legal Markets), can bind LexisNexis under said Agreements.

If there is anything else needed, please contact me at 937-247-0205 or John.D.Hayes@lexisnexis.com.

Sincerely,



John D. Hayes
Vice President
Global Financial Controller



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED LexisNexis, a Division of RELX Inc. 9443 Springboro Pike Miamisburg OH 45342 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Guarantee & Liability Ins Co		26247
	INSURER B: ACE American Insurance Company		22667
	INSURER C: Lloyd's Syndicate No. 2987		AA1128987
	INSURER D: Lloyd's Syndicate No. 2623		AA1128623
	INSURER E: Zurich Insurance Plc		AA1780059
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570061020282 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OGLG24876512	01/01/2016	01/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			8376848 17	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	837684517	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	E&O-PL-Primary			QK1504205 SIR applies per policy terms & conditions	12/31/2015	12/30/2016	Aggregate \$1,000,000 Per Occurrence \$1,000,000

Certificate No : 570061020282

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage.

CERTIFICATE HOLDER LexisNexis, a Division of RELX Inc. 9443 Springboro Pike Miamisburg OH 45342 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc.</i>
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ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397



JOSEPH A. FOSTER
ATTORNEY GENERAL

ANN M. RICE
DEPUTY ATTORNEY GENERAL

G4C
7-22-15
#127A

July 9, 2015

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, NH 03301

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice (DOJ) to enter into a three year **sole source** agreement with LexisNexis, 7 Ridge Road, Branford, Connecticut 06405 (Vendor #177769) for a three year period which includes a one percent increase each year, totaling \$255,298, to provide on-line legal research services effective August 1, 2015 through July 31, 2018 upon approval of the Governor and Executive Council. 100% General Funds

Funds to support this request are anticipated to be available in the following account in State FY2016, State FY2017, State FY2018 and State FY2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office as needed and justified: 02-20-20-200010-2601-057-500534, Department of Justice, Attorney General, Books, Periodicals and Subscriptions as follows:

FY2016-August 1, 2015 to June 30, 2016 (11months @ \$6,872 Per Month = \$75,592.00)
FY2017-July 1, 2016 to June 30, 2017 (12 Months @\$7,078 Per Month = \$84,936.00)
FY2018-July 1, 2017 to June 30, 2018 (12 Month @ \$7,290 Per Month = \$87,480.00)
FY2019-July 1, 2018 to July 31, 2018 (1 Month @ \$7,290 Per Month = \$7290.00)

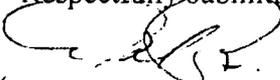
EXPLANATION

The request is sole source due to the fact that LexisNexis continues to provide consistent research material and training at a very low 1% increase per year. Up until 2012, the Department of Justice had used a Vendor Westlaw but found, through competitive negotiations, that LexisNexis was approximately \$2,000 less per month, saving the Department \$24,000 per year. The Department of Justice will, once again, pursue competitive bidding for August 1, 2018 when this contract expires.

The Department of Justice (DOJ) used on-line research to provide the attorneys and paralegals with all the up to date, case law, rules statutes from NH and other jurisdictions, law review articles, and other legal resources. Attorneys regularly use the on-line research tool for drafting legal pleadings and developing legal arguments. LexisNexis provides immediate access to all these materials.

Please let me know if you have any questions concerning this request. Your consideration is greatly appreciated.

Respectfully submitted,



Joseph A. Foster
Attorney General

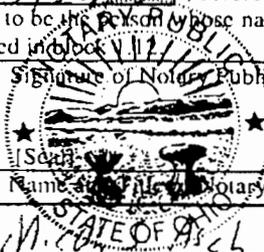
JAF/jaf
#1235839

Subject: Agreement with Lexis Nexis FORM NUMBER P-37 (version 1/09)

AGREEMENT
The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Department of Justice</u>		1.2 State Agency Address <u>33 Capital Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>LexisNexis</u>		1.4 Contractor Address <u>7 Ridge Road, Branford, Connecticut 06405</u>	
1.5 Contractor Phone Number <u>(203) 208-1956</u>	1.6 Account Number <u>2601-500534</u>	1.7 Completion Date <u>July 31, 2018</u>	1.8 Price Limitation <u>\$ 255,298 (3 years)</u>
1.9 Contracting Officer for State Agency <u>Ann Rice, Deputy Attorney General</u>		1.10 State Agency Telephone Number <u>(603)271-1202</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Patrick Bello Pricing Analyst</u>	
1.13 Acknowledgement: State of <u>Ohio</u> , County of <u>Montgomery</u> On <u>5/29/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  <u>Mitchell I. Reed</u>			
1.13.2 Name of Notary or Justice of the Peace <u>M. Reed, Proposal Manager</u>			
1.14 State Agency Signature <u>Kathy Carr</u>		1.15 Name and Title of State Agency Signatory <u>Kathy Carr, Director of Administration</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>2/2/15</u> On: <u>July 14, 2015</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulac, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A
SCOPE OF SERVICES

SUBSCRIPTION FOR ONLINE LEGAL RESEARCH SERVICES AS AGREED UPON
PER THE AGREEMENT ATTACHED.

EXHIBIT B
PRICE LIMITATIONS

The Department of Justice will reimburse LexisNexis on a monthly basis for a three year
period for a total dollar amount of \$255,298 as follows:

FY 2016 – August 2015- June 2016 = \$75,592 (11 mo. \$@ \$6,872 per month)

FY 2017 – July 2016- June 2017 = \$84,936 (12 mo @ \$7,078 per month)

FY 2018 -- July 2017- June 2018 = \$87,480 (12 mo @ \$7,290 per month)

FY 2019 – July 2018 = \$7,290

(All commitments contingent upon the approval of the Biennial budgets)

*Pending the passing of the biennial budgets

EXHIBIT C

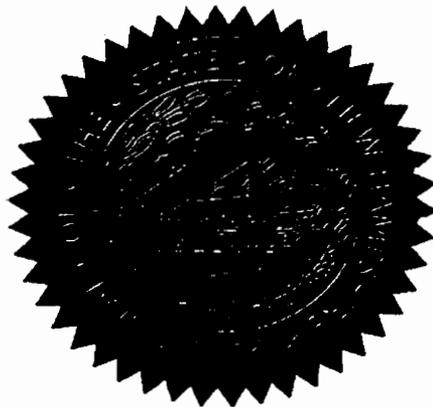
1. The following language is hereby deleted from Section 4 of the Agreement: "to withhold payment until such funds become available, if ever, and shall have the right".
2. The last sentence is hereby deleted from Section 5.2 of the Agreement.
3. Section 6.1 of the Agreement is hereby revised to state the following: "6.1 In connection with the performance of the Services, both parties shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon that party, including, but not limited to, civil rights and equal opportunity laws. In addition, both parties shall comply with all applicable copyright laws."
4. The last sentence is hereby deleted from Section 7.3 of the Agreement.
5. The following language is hereby deleted from Section 8.2.1 of the Agreement: "or lesser".
6. Section 8.2.2 is hereby deleted in its entirety from the Agreement.
7. Section 8.2.3 is hereby deleted in its entirety from the Agreement.
8. Section 9.2 of the Agreement is hereby revised to state the following: "All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State, except for data received to be kept for regulatory, compliance, and accounting purposes, upon demand or upon termination of this Agreement for any reason."
9. A new Section 9.4 is hereby added to the Agreement as follows: "Notwithstanding the foregoing, Contractor's obligation to maintain the confidentiality of the State's data will not apply where it: (1) was already in the Contractor's possession before disclosure by the State, and it was received by the Contractor without the obligation of confidence; (2) is independently developed by the Contractor; (3) is or becomes publicly available without breach of this Agreement; (4) is rightfully received from a third party without an obligation of confidence; or (5) is released in accordance with a valid order of a court or governmental agency, provided that (a) the Contractor notifies the State of such order promptly upon receipt of the order and (b) makes a reasonable effort at the State's expense, to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential data solely for the purposes intended to be served by the original order of production."
10. Section 10 is hereby deleted in its entirety from the Agreement.
11. The following language is added to the end of Section 12 of the Agreement: "Notwithstanding the foregoing, Contractor may freely assign or transfer this Agreement without consent but with prior notice to any parent, subsidiary, or affiliate of Reed Elsevier Inc., or any successor in interest to Reed Elsevier Inc."
12. Section 20 is hereby deleted in its entirety from the Agreement.
13. Section 24 is hereby deleted in its entirety from the Agreement.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LexisNexis is a New Hampshire trade name registered on January 7, 2010 and that REED ELSEVIER INC. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of July, A.D. 2015



William M. Gardner

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Erin Preston, certify that I am the Pricing Analyst of Reed Elsevier Inc., a corporation duly organized and in good standing in the Commonwealth of Massachusetts; that Patrick Bello has authority to execute legally binding documents on behalf of the LexisNexis division of the corporation in connection with that certain contract for the licensing of services by New Hampshire Department of Justice, and that such authority is in full force and effect on the date hereof.

By: Erin Preston
Pricing Analyst

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

On this 13th day of July, 2015, before me personally came Patrick Bello, whose signature appears above, to me known, and known to me to be the Pricing Analyst of Reed Elsevier Inc., the corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the Pricing Analyst of said corporation resides in Springboro, Ohio.



Micah S. Asch
Notary Public
MICAH S. ASCH, Notary Public
in and for the State of Ohio
Commission Expires Nov. 2, 2015

New Hampshire Department of Labor

Employers' Workers' Compensation Insurance Coverage Verification

Select Coverage Date: Default = Today's Date
 Employer Name: Contains Starts With

OR

Federal Employer Identification Number

Worker's Compensation Insurance Coverage Provider: ZURICH AMERICAN INS CO
 Policy Number: WC837684516
 Coverage Date: 07/14/15

[Return to Policy Results](#)

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Employer Name	Street Address	City	State	Zip
ELSEVIER INC	2 NEWTON PL	NEWTON.	MA	02458-1637
KNOVEL CORP	2 NEWTON PL	NEWTON	MA	02458-1637
LEXIS NEXIS A DIVISION OF REED ELSEVIER INC	2 NEWTON PL	NEWTON	MA	02458-1637
LEXISNEXIS RISK SOLUTIONS INC	2 NEWTON PL	NEWTON	MA	02458-1637
LN CLAIMS SOLUTIONS INC	2 NEWTON PL	NEWTON	MA	02458-1637
LN RISK SOLUTIONS FL INC	2 NEWTON PL	NEWTON	MA	02458-1637
MATTHEW BENDER & CO INC	2 NEWTON PL	NEWTON	MA	02458-1637
REED ELSEVIER INC	2 NEWTON PL	NEWTON	MA	02458-1637

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SLG
**SUBSCRIPTION PLAN AMENDMENT
 FOR STATE/LOCAL GOVERNMENT**

"Subscriber": NEW HAMPSHIRE DEPARTMENT OF JUSTICE	"LN": LexisNexis, a division of Reed Elsevier Inc.
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This Subscription Plan Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Subscriber (the "Agreement"). This Amendment shall also serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

1. TERM

The term of this Amendment will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" shall have the meaning set forth in the Agreement.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
1597C3	Concord, NH
1604F9	Concord, NH

3. CERTIFICATION

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

Number of Government Professional Users:	58
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3.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

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

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

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

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

4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials.

PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARD'S	COMMITMENT PERIOD(S)	MONTHLY COMMITMENT
(a) LEXIS only and Related Services	SB0LX0	Full	Beginning 8/1/2015 to 7/31/2016	\$ 6,447
(b) Law Review	SB0078		Beginning 8/1/2016 to 7/31/2017	\$ 6,640
(c) NEXIS Service Per Agreement	SB0NX3		Beginning 8/1/2017 to 7/31/2018	\$ 6,839
(d) New Hampshire General Practice	SL0033		Beginning _____ to _____	\$ _____
(e) NH Criminal Law Enhanced	NH0004		Beginning _____ to _____	\$ _____
(f) NH Civil Litigation Enhanced	NH0002		Beginning _____ to _____	\$ _____
(g) NH Employment Law Premium(Print)	NH0006		Beginning _____ to _____	\$ _____
(h) NH Practice Series - Transaction	NH0016			
(i) NH Real Estate Law Enhanced	NH0015			
(j) M Bender's Forms of Discovery	MB0010			
(k) American Jurisprudence and ALR	ZZYWV1			
(l) M. Bender Collier On Bankruptcy	MB0015			
(m) Selected Business	JLSPR1			
(n) Public Records, plus SmartLink	RK00SL			
(o) Public Records Docket	SPR001			
<input type="checkbox"/> See attached Rider No. 1 for additional Preferred Pricing Materials				

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.


Subscriber elects access to the Alternate Pricing Materials

7. CLOSED OFFER

The offer of LN contained herein is valid until July 10, 2015. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

9. SUPPORT AND TRAINING

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

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

10. MISCELLANEOUS

10.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

10.2 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

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

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

AGREED TO AND ACCEPTED BY:

NEW HAMPSHIRE DEPARTMENT OF JUSTICE
SUBSCRIBER

LexisNexis, a division of Reed Elsevier Inc.

BY: Kathleen Carr Kathleen Carr

BY: [Signature]

NAME: Kathleen Carr

NAME: Lance Salyers

TITLE: Director of Administration

TITLE: Senior Director

DATE: 4/28/2015

DATE: 4/1/16

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE



This Lexis for Microsoft Office – Lexis Advance Edition (“Lexis for Microsoft Office”) Order (“Order”) amends and supplements the terms of the Subscription Agreement and Order Form (the “Agreement”), previously executed between LexisNexis, a division of Reed Elsevier Inc. (“LN”) and NEW HAMPSHIRE DEPARTMENT OF JUSTICE (“Subscriber”).

1. Term.

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

2. Technical Requirements.

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

3. License.

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

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

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

LEXIS FOR MICROSOFT OFFICE			
“COMMITMENT PERIOD”	NUMBER OF AUTHORIZED USERS OF LEXIS FOR MICROSOFT OFFICE (Offering 1000352)	NUMBER OF AUTHORIZED USERS OF LEXIS FOR MICROSOFT OFFICE – WITH DOCUMENT TOOLS (Offering 1000761)	“LEXIS FOR MICROSOFT OFFICE MONTHLY SOFTWARE CHARGE”
8/1/2015 - 7/31/2016		58	\$425
8/1/2016 - 7/31/2017		58	\$438
8/1/2017 - 7/31/2018		58	\$451
			\$
			\$

4.2 For purposes of this Order, the term “Authorized User” shall have the meaning set forth in the Agreement. LN will monitor the number of Authorized Users of Lexis for Microsoft Office. In the event that the average monthly users in any three month period exceeds the greater of 5 Authorized Users or 105% of the Authorized Users set forth above, LN may adjust the Lexis for Microsoft Office Commitment upon written notice to Subscriber effective as of the first day of the

following month to reflect the current number of users. Additionally, Subscriber will certify in writing the then-current number of Authorized Users of Lexis for Microsoft Office at LN's request from time to time.

5. Installation.

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

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

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

- Individual Desktop Installation - Lexis for Microsoft Office will be downloaded from the LN website on an individual desktop basis
- Subscriber Network Installation - Lexis for Microsoft Office is downloaded from the LN website and Subscriber distributes the Software to multiple desktops or on an organization-wide basis
- Installation for existing Lexis® Search Advantage Subscriber – If Subscriber currently subscribes to Lexis® Search Advantage, LN and Subscriber will execute a new Statement of Work to Subscriber's existing Lexis® Search Advantage Agreement to document the additional integration services that will be necessary to integrate Lexis for Microsoft Office and Lexis® Search Advantage within Subscriber's environment.
- Custom Installation – In a custom installation, LN performs professional services work beyond providing instructions and general guidance for downloading Lexis for Microsoft Office. Professional services rendered by LN may include, but are not limited to, writing custom code to install Lexis for Microsoft Office within Subscriber's environment, installation services at Subscriber's site in order to download and install software on individual desktops and across the enterprise automatically, or specific effort to install the Lexis for Microsoft Office server version within the client environment. The custom installation may include electronic transmissions of computer software and electronic data retrieval of computer software. Custom installations may also include "load and leave" deliveries in which LN visits Subscriber's site, installs the software, then takes the physical medium away when finished. The nature of the services to be provided to Subscriber, the charges for the custom installation services, and the terms regarding the services will be documented in a Statement of Work issued against a separate Master Integration Services Agreement to be executed by the parties. A custom installation will not include the transfer of tangible personal property or transfer of title to the Software.

6. Miscellaneous.

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

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

Order, this Order will control. The Agreement and this Order represent the entire agreement between the parties with respect to Lexis for Microsoft Office. All prior agreements, proposals, purchase orders, representations, promises or understandings, whether oral or in writing, concerning Lexis for Microsoft Office are superseded in their entirety by this Order.

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

AGREED TO AND ACCEPTED BY:

NEW HAMPSHIRE DEPARTMENT OF JUSTICE
SUBSCRIBER
 BY: Kathleen Carr
 NAME: Kathleen Carr
 TITLE: Director of Administration
 DATE: 4/28/2015

LexisNexis, a division of Reed Elsevier Inc.
 BY: [Signature]
 NAME: Lance Salyers
 TITLE: Senior Director
 DATE: 4/1/16

Subscriber Implementation Information	
IT Administrator Name: <u>John Palmer / Frank Kuhl</u>	<u>Department of Information Technology</u>
IT Administrator Address: <u>33 Capitol / 25 Capital</u>	<u>Concord NH 03301</u>
IT Administrator Phone Number: <u>603-546-1501 / 603-568-4746</u>	
IT Administrator Email Address: <u>John.Palmer@doit.nh.gov / Frank.Kuhl@doit.nh.gov</u>	
Location of Primary Data Center(s) <u>33 Hazen Drive, Concord NH 03301</u>	
Subscriber User Locations (City, State)	Percentage of Users (%)
<u>33 Capitol Street, Concord NH</u>	<u>100%</u>

Name	Lexis for Microsoft Office Access	
	<input type="checkbox"/> Lexis for Microsoft Office or	<input type="checkbox"/> Lexis For Microsoft Office - With Document Tools
	<input type="checkbox"/> Lexis for Microsoft Office or	<input type="checkbox"/> Lexis For Microsoft Office - With Document Tools
	<input type="checkbox"/> Lexis for Microsoft Office or	<input type="checkbox"/> Lexis For Microsoft Office - With Document Tools
	<input type="checkbox"/> Lexis for Microsoft Office or	<input type="checkbox"/> Lexis For Microsoft Office - With Document Tools
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	<input type="checkbox"/> Lexis for Microsoft Office or	<input type="checkbox"/> Lexis For Microsoft Office - With Document Tools
	<input type="checkbox"/> Lexis for Microsoft Office or	<input type="checkbox"/> Lexis For Microsoft Office - With Document Tools

EXHIBIT A

LEXIS® FOR MICROSOFT® OFFICE END USER LICENSE AGREEMENT

1. SUBSCRIPTION LICENSE GRANT.

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

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

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

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

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

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

4. SOFTWARE SUPPORT.

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

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

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

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

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

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

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

5. YOUR RESPONSIBILITIES.

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

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

6. LIMITED WARRANTY.

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

7. FEES AND PAYMENT FOR SUBSCRIPTION.

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

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

8. TERMINATION.

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

9. LIMITATIONS OF LIABILITY.

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

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

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

12. MISCELLANEOUS.

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

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

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

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

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

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

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

[End of Exhibit A]

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