

STATE OF OKLAHOMA
DEPARTMENT OF CENTRAL SERVICES
CENTRAL PURCHASING DIVISION
2401 NORTH LINCOLN BOULEVARD
SUITE 116
OKLAHOMA CITY OK 73105
405-522-0702

NOTICE OF CONTRACT AWARD

CONTRACT TITLE: LEXISNEXIS ONLINE LEGAL SERVICES

CONTRACT NUMBER: SW 804

CONTRACT DATES: 07/01/2010 through 06/30/2011

AGREEMENT PERIOD: 07/01/2010 through 06/30/2015

AUTHORIZED USERS.....All State Agencies, Counties, School Districts, Municipalities & Higher Education

Contract Priority.....This contract is a Non-Mandatory Statewide Contract that is available to State Agencies and Authorized Users. Prior to issuing any orders against this contract, agency data personnel shall ensure they have documented their Technology Plans to reflect a competitive process and followed the appropriate OSF DPS Planning Approval as mandated by State Statues. This documentation shall be readily available to the State Purchasing Director or designee for audit and review.

Contract Terms and Conditions....By using this contract, all end users agree to abide by the terms and condition outlined in the attached agreements any addendums that maybe issued.

Pricing Clause.....This contract allows the supplier to provide a fixed price based on the attached price lists. Products not included in the fixed price lists will be billed as a separate line item at the supplier's current price. Products that are deemed special offers will be identified as such and billed as a separate line item.

Any separate agreements not included hereto, such as special offers, amendments, etc., must be approved by DCS and must have DCS authorization for agency signature.

Contract Performance.....It is important that all concerned parties view this contract in a professional manner. It is in the best interest of the State of Oklahoma that vendor performance is monitored by Agencies and any infractions of the contract by either Agencies or Awarded Vendors will be reported to the contracting Officer listed below.

Delivery.....Deliveries to be made within thirty days after issuance date of purchase order, by a state agency. Delivery requested is critical to awarding contract (s) and failure to adhere to the terms of the contract can be grounds for cancellation of award.

F.O.B......Prices are FOB Requesting Agency and include packaging, handling, and shipping and delivery charges fully prepaid by the vendor unless otherwise stated in the Line Item Description

Contractor Services..... The State of Oklahoma shall not guarantee any minimum or maximum amount of the supplier services that may be required under this contract.

Ordering.....Any services to be furnished under this contract shall be ordered by the issuance of written purchase orders by the state agencies and authorized entities. All orders are subject to the terms and conditions of this contract. Any purchase order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

Oral Agreements.....No Oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation or contract. All modifications to the contract must be made in writing by DCS.

Cancellation Clause..... This contract shall be in force until the expiration date or until thirty (30) days after notice has been given by either party of its desire to terminate the contract. Any such termination shall not relieve the State of Oklahoma and its authorized users of its obligations to pay all fees accrued up until the date of any such termination.

Non-Appropriation Clause.....The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

Termination for Convenience.....The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

Contract Term, Renewal and Extension Option.....The initial Contract period shall begin on the effective date and shall extend through One (1) Year unless renewed, extended or terminated in accordance with applicable Contract provisions. Under Oklahoma law, DCS may not contract for a period longer than one (1) year. By mutual consent of the parties hereto, it is intended that there will be four (4) options to renew, each for duration of one (1) year. DCS, at its sole option, may choose to exercise an extension for a maximum of 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If option is exercised, DCS will notify the contractor in writing prior to contract end date.

Notification to exercise the option to renew the Contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The Contract shall be contingent upon approval by DCS. If a decision is made not to exercise an option period, notice shall be sent at least 30 days prior to the end of the current contract period.

AUDIT AND RECORDS CLAUSE: (a)As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. **(b)** The contractor is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the three-year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

Limitation of LiabilityTo the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma Law, such limitation of liability shall be void.

See Section 4 of EXHIBIT A TO LexisNexis® SUBSCRIPTION AGREEMENT

April 14, 2006, the Attorney General of Oklahoma issued Attorney General Opinion No. 06-11 that, among other things, opined that under the Oklahoma State Constitution contractual limitation of liability provisions contained in agreements with State agencies are void and unenforceable unless the amount of liability the State assumes is certain and budgeted for. While the Parties to this Agreement acknowledge the Attorney General's Opinion, the Parties further recognize that Contractor disagrees with the Attorney General's Opinion and contends that contractual limitation of liability provisions such as the one contained in this Agreement are enforceable and do not violate the State Constitution. As a result in the event that Parties to this MOU have a dispute in which the enforceability of a contractual limitation liability clause is relevant, then Parties agree that either party may initiate suit in the State District Court for Oklahoma County seeking a declaratory judgment or any other relief available in law or equity regarding, among other things, the enforceability of a contractual limit of liability. Further the Parties shall have the right to appeal any ruling from the District Court to the extent permitted by applicable law.

CHOICE OF LAW.....Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

Choice of Venue.....Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma

Information Technology Access Clause(Section 508 Compliance) Pursuant to Title 74, Section 85.7d and OAC 580:15-6-21 electronic and information technology procurements, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance.

EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc.

1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications not requiring development and/or customized by the Contractor from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards.

2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance will be necessary on the Contractor's part. Such requirements will be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the Contractor, from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the Contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards ("Standards") **after** the State has tested and confirmed that the product, system or application meets the accessibility requirements in the Standards.

Voluntary Product Accessibility Product (VPAT) Requirements.....Participating agencies to print a product VPAT by entering the product description or part number, obtained from the State of Oklahoma contractor’s website, at http://www.ok.gov/OSF/documents/isd_itas.doc.

LexisNexis Accessibility information is available at [W3C Web Content Accessibility Guidelines](#) or upon request, so that the purchasing entity can assure products conform with applicable standards.

CONTRACT MANAGEMENT FEES..... As provided by State Statute § 85.33A., the Department of Central Services assesses an administrative fee in the sum of 1% on all sales transacted by any entity under this Contract.

Contractor agrees to annotate the resultant amount on the quarterly “Contract Usage Report”; and make payment by company check to DCS – Central Purchasing Division within 30 calendar days from the completion of the quarterly reporting period stated under the section titled “Contract Usage Reporting”. To ensure the payment is credited properly, the Contractor must identify the check as an "Administrative Fee" and include the following information with the payment: *Applicable State Contract Number, report amount (s), and reporting period covered.*

The administrative fee should be mailed to:
Department of Central Services
Central Purchasing Division
P. O. Box 528803
Oklahoma City, Oklahoma 73152-8803
Attention: Attention: Hurtisine Franklin

Failure to remit the fee quarterly may result in cancellation of the contract. The State Administration Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Contract Usage Reporting RequirementsContractor shall use Excel format usage reports

- a. Reports shall be submitted quarterly regardless of quantity.
- b. Usage reports must be submitted electronically
- c. Reports must be submitted within thirty (30) - calendar days after the end of a contract quarter
- d. Contract quarterly reporting periods shall be as prescribed herein.
January 01 through March 31
April 01 through June 30
July 01 through September 30
October 01 through December 31

Reports will be submitted via e-mail to: Hurtisine_Franklin@dcs.state.ok.us

INVOICES.....Contractor shall be paid upon submission of proper invoice(s) to the agency at the prices stipulated on the contract. Invoices shall contain the purchase order number. Failure to provide proper invoices may result in delay of processing invoices for payment.

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If payment is made more than 45 days after a proper invoice has been submitted, the vendor may be entitled to claim interest penalty. Contact the Office of State Finance @ (405) 521-2141, for a copy of the regulations.

PATENTS AND ROYALTIESContractor without exception shall indemnify and hold harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured or used in the performance of the contract. If the contractor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

LexisNexis agrees to the following. "Supplier without exception shall indemnify and hold harmless the State of Oklahoma and its employees from liability related to the performance of this contract of any nature or kind, including cost and expenses for or on account of any copyrighted, patented invention, process, or article manufactured or used in the performance of the contract"

EQUAL OPPORTUNITY AND DISCRIMINATION.....The Contractor is an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive Orders 11246 and 11375. The provider assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

LOBBYINGThe Contractor certifies compliance with the Anti-Lobbying law, Section 1325, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000.00 as defined at 45 CFR 93, Section 93.105 and 93.110.

DRUG-FREE WORKPLACE.....The Contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 45 CFR part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610.

ENVIRONMENTAL PROTECTIONIf the payments pursuant to the contract are expected to exceed \$100,000.00, the Contractor must comply with the Section 306 of the Clean Air Act (42 U.S.C. 1857 (L)), Section 508 of the Clean Water Act (33 U.S.C. 1638), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R Part 15), which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities.

ASSIGNMENT.....Contractor’s obligations under this contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Department of Central Services, Central Purchasing Division.

SEVERABILITY.....If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

FAILURE TO ENFORCE.....Failure by the State of Oklahoma at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the State of Oklahoma to enforce any provisions at any time in accordance with its terms.

LICENSED SOFTWARE.....Under no circumstances will the Contractor be required to install or maintain software packages that it has reason to believe are not properly licensed. All software/software licensing previously installed by the agency remains the responsibility of the agency. Software used by the Contractor in performance of this contract is the responsibility of the Contractor.

Order of Precedence.....When there is a conflict between the Agreement, Addendum (s) to Order form, Agency Purchase Order and the Oklahoma State Statutes, the order of precedence is as follows: Oklahoma State Statutes, Agreement, Addendum to Order Form and Agency Purchase Order.

- For questions concerning this contract, please contact the undersigned-contracting officer:
- Hurtisine Franklin
- State of Oklahoma Department of Central Services
- Central Purchasing Division
- Telephone (405) 522-0436
- Fax (405) 522-1078
- E-Mail Address: Hurtisine.Franklin@dcs.state.ok.us

PRODUCT INFORMATION/ VENDOR INFORMATION

Supplier Name: LexisNexis

PeopleSoft Vendor ID: 0000071109

Address: 9443 Springboro Pike
Miamisburg OH 45342

PeopleSoft Contract ID: 00000000002492

Telephone: (303) 346-9669

Commodity Codes	Description
1000009790	Exhibit A to LexisNexis® Subscriber Agreement Primary Legal
1000009791	Add-On Libraries Primary Legal
1000009792	Exhibit A to LexisNexis® Subscriber Agreement Primary Oklahoma Legal and Public Records
1000009793	Add-On Libraries Primary Legal and Public Records
1000009794	Exhibit A to LexisNexis® Subscriber Agreement Oklahoma Primary Legal w/Citing services
1000009795	Add-On Libraries Primary Oklahoma Legal w/Citing services
1000009796	Exhibit A to LexisNexis® Subscriber Agreement Primary Oklahoma Legal w/Citing services, Case Law, Jury Verdicts,- All fifty states
1000009797	Add-On Libraries Primary Oklahoma Legal w/Citing services, Case Law, Jury Verdicts,- all fifty states

1000009798

Accurint
Data Delivery For Law Enforcement and Government

******Training and support available at no extra cost*



VENDOR CONTACT INFORMATION

Kent Stucki

Territory Sales Executive, State & Local Government

LexisNexis® Risk Solutions

Reed Elsevier, Inc.

Direct: 214.785.7079

Cell: 214.418.0937

Fax: 866.960.4318

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E-mail address: walter.purvis@lexisnexis.com

Cheryl Carter,

Solutions Consultant-

Training, education, work-flow analysis, and product consulting

Telephone: (281) 364-7894

Telephone: (281) 450-3487

E-mail address: cheryl.carter@lexisnexis.com

Misty Connors

Solutions Consultant

Training, education, work-flow analysis, and product consulting

Telephone: (937) 272-2137

E-mail address: misty.connors@lexisnexis.com

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Exhibit A LexisNexis to Subscription Agreement	Attachment A
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Primary Legal (unlimited access for all agency employees)	
1.Fixed Price List	
2. Add-on Libraries Fixed Price List	
3. LexisNexis <u>Appendix B</u> (detailed listing of included content - Primary Legal)	
Primary Legal and Public Records (unlimited access for all agency employees)	
1.Fixed Price List	
2. Add-on Libraries Fixed Price List	
3. LexisNexis <u>Appendix B</u> (detailed listing of included content - Primary Legal)	
4. LexisNexis <u>Appendix G</u> (detailed listing of included content -Public Records).	
Primary Oklahoma Legal w/Citing services (unlimited access for agency employees)	
1.Fixed Price List	
2. Add-on Libraries Fixed Price List	
3. LexisNexis <u>Appendix H</u> (detailed listing of included content - Primary Oklahoma Legal w/Citing services)	
Primary Oklahoma Legal w/Citing services, Case Law, Jury Verdicts- All fifty stated	
1.Fixed Price List	
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LexisNexis Appendix L- (All content excluded from flat rate pricing)	

Accurint Data Delivery For Law Enforcement and Government

1. Accurint Flat Transactional Rate Fixed Price List
2. Accurint Monthly Flat Rate Price List (unlimited number of searches)
3. Accurint Monthly Flat Rate Price List- **Plus** (available in addition to Accurint monthly Flat Rate)
4. Accurint excluded products and services

Accurint Overview

Accurint Order Form (Risk Solutions FL Application & Agreement)

The State of Oklahoma Terms and Conditions for Oklahoma Statewide Contract # SW804 has been duly executed, signed, and accepted by an Authorized representative of LexisNexis, a division of Reed Elsevier Inc and an authorized representative for the State of Oklahoma.

The State of Oklahoma
Department of Central Services
Central Purchasing Division
Telephone (405) 521-2110

LexisNexis
9443 Springboro Pike
Miamisburg OH 45342
Telephone: (303) 346-9669


Signature

State Purchasing Deputy Director
Title

6/9/10
Date


Signature

BRIAN K. CUMMINGS
PRICING ANALYST
Title

6/24/2010
Date

LEXISNEXIS LEGAL DEPT.
REVIEWED BY: PWD
DATE: 6/24/10



CONTRACT State of Oklahoma Dispatch via Print

Vendor ID 0000071109 REED
ELSEVIER INC LEXIS NEXIS
9443 SPRINGBORO PIKE
MIAMISBURG OH 45342-4425

Contract ID 00000000000000000000000002492	Page 1 of 1
Contract Dates 07/01/2010 to 06/30/2011 Currency USD	Rate Type CRRNT Rate Date PO Date
Description: SW #804 LexisNexis Online Lgl	Contract Maximum 0.00
TYPE: STATEWIDE	

Tax Exempt? Y Tax Exempt ID:736017987

Minimum Order Maximum / Open Line # Item ID/Item Desc Qty Amt Qty Amt

1	1000009790 SERVICES: Primary Legal LexisNexis	1.00	0.00	0.00	0.00
2	1000009791 SERVICES: Add-on Primary Legal Libraries LexisNexis	1.00	0.00	0.00	0.00
3	1000009792 SERVICES: Public Records & Primary Legal LexisNexis	1.00	0.00	0.00	0.00
4	1000009793 SERVICES: Add-on Public Recs & Prmry Lgl Libraries LexisNexis	1.00	0.00	0.00	0.00
5	1000009794 SERVICES: Okla Prmry Lgl w/Citing Srvcs LexisNexis	1.00	0.00	0.00	0.00
6	1000009795 SERVICES: Add-on OK Prmry Lgl w/Citing Srvcs Libraries LexisNexis	1.00	0.00	0.00	0.00
7	1000009796 SERVICES: All States & Okla Prmry Lgl w/Citing LexisNexis	1.00	0.00	0.00	0.00
8	1000009797 SERVICES: Add-on All states & OK Prmry Lgl w/Citing Libraries Lexisnaxis	1.00	0.00	0.00	0.00
9	1000009798 SERVICES: Accurint-Data Del for Law Enfrmnt	1.00	0.00	0.00	0.00

COMMENTS:

Initial Contract Period: One (1) year with the option to renew for four (4) additional one (1) year periods at the sme terms and conditons.

Contract Period: 07/01/2010 through 06/30/2011
Agreement Period: 07/01/2010 through 06/30/2015

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

EXHIBIT A TO LexisNexis® SUBSCRIPTION AGREEMENT

General Terms and Conditions State/Local Government Per Search Pricing September 1, 2009

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

1. GRANT OF RIGHTS; RESTRICTIONS ON USE

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

(a) The right to electronically display Materials retrieved from the Online Services for the Authorized User's individual use (e.g., no Authorized User may network others via LANs, WANs, intranets or the internet), subject to the Supplemental Terms for Specific Materials ("Supplemental Terms"). Notwithstanding the foregoing, an Authorized User may display a de minimis amount of the Materials on an incidental, infrequent basis for non-commercial purposes to other Authorized Users so long as the Authorized Users are in the same physical location and the means of display is not through the internet, an intranet or other types of networking communication like LANs, WANs;

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

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

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

(e) Notwithstanding anything to the contrary herein, the right to (1) excerpt or quote insubstantial portions of Materials in documents prepared in the ordinary course of your business to

the extent permitted by applicable copyright law; and (2) store Materials for periods in excess of the periods set forth above to the extent required for legal or regulatory compliance.

For the avoidance of doubt, downloading and storing Materials in an archival database is prohibited. The Online Services and the Materials are protected by copyright, intellectual property laws, and other laws that prevent unauthorized access and use. If you are not an Authorized User, you are not permitted to access or use the Online Services for any purpose whatsoever. If you nevertheless access and use the Online Services without authorization, your access and use will be governed by these General Terms and Conditions and you will be liable to LN for any breach of the General Terms and Conditions as well as for unauthorized access and payment for use at the rates in the applicable Price Schedule.

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

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

1.4 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and Materials in any medium belongs to LN or its third party suppliers of Materials. Neither you nor the Authorized Users acquire any proprietary interest in the Online Services, Materials, or copies thereof except the limited license set forth herein.

1.5 You and the Authorized Users may not use the Online Services or Materials in any fashion that infringes the intellectual property rights or proprietary interests of LN or any third party.

1.6 You and the Authorized Users may not remove or obscure the copyright notice or other notices contained in Materials.

1.7 You and the Authorized Users may not use information included in the Online Services or Materials to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is

defined in the United States Fair Credit Reporting Act at 15 USC §1681.

1.8 Other provisions that govern use of the Materials are set forth in the applicable Price Schedule, the Supplemental Terms, online descriptions of files, online notices following source selection, and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into the Subscription Agreement.

2. ACCESS TO SERVICES

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

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

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

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

3. LIMITED WARRANTY

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

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

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY

■ April 14, 2006, the Attorney General of Oklahoma issued Attorney General Opinion No. 06-11 that, among other things, opined that under the Oklahoma State Constitution contractual limitation of liability provisions contained in agreements with State agencies are void and unenforceable unless the amount of liability the State assumes is certain and budgeted for. While the Parties to this Agreement acknowledge the Attorney General's Opinion, the Parties further recognize that Contractor disagrees with the Attorney General's Opinion and contends that contractual limitation of liability provisions such as the one contained in this Agreement are enforceable and do not violate the State Constitution. As a result in the event that Parties to this MOU have a dispute in which the enforceability of a contractual limitation liability clause is relevant, then Parties agree that either party may initiate suit in the State District Court for Oklahoma County seeking a declaratory judgment or any other relief available in law or equity regarding, among other things, the enforceability of a contractual limit of liability. Further the Parties shall have the right to appeal any ruling from the District Court to the extent permitted by applicable law.

SUBJECT TO THE FOREGOING

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

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

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

4.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING

FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO YOUR (AND YOUR AUTHORIZED USERS) INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO LN OR ITS THIRD PARTY SUPPLIERS.

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

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

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

5. MISCELLANEOUS

5.1 These General Terms and Conditions may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with the terms of your Price Schedule; all other provisions of these General Terms and Conditions may be changed by LN immediately upon notice to you. If any changes are made to these General Terms and Conditions, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or the Authorized Users but will apply to all similarly situated LN customers using the Online Services. You may terminate the Subscription Agreement upon written notice to LN if any change to these General Terms and Conditions is unacceptable to you. For termination to be effective under this Section 5.1, written notice of termination must be provided to LN within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change to these General Terms and Conditions constitutes acceptance of the change but does not affect the foregoing termination right. Except as provided above, the Subscription Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, the Subscription Agreement may not be supplemented, modified or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic

contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

5.2 You or LN may terminate the Subscription Agreement at any time in accordance with this Section 5.2. The effective date of termination shall be 10 days after the receipt of written notice of termination, unless a later date is specified in the notice. LN may temporarily suspend or discontinue providing the Online Services to any Authorized User without affecting other Authorized Users without notice and pursue any other legal remedies if you or any Authorized User fails to comply with any obligations under the Subscription Agreement.

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

For purposes of clarification, electronic notices referred to in Sections 1.8 and 5.3 herein shall refer to automatic notices that are displayed upon selection of certain files or embedded in individual documents. Examples of such notices include, but are not limited to:

NOTICE: PLEASE REFER TO THE KENTUCKY RULES REGARDING FINALITY OF OPINIONS. TO BE PUBLISHED. [UNLESS OTHERWISE ORDERED BY THE KENTUCKY SUPREME COURT, OPINIONS DESIGNATED "TO BE PUBLISHED" BY THE COURT OF APPEALS ARE NOT TO BE PUBLISHED IF DISCRETIONARY REVIEW IS PENDING, IF DISCRETIONARY REVIEW IS GRANTED, OR IF ORDERED NOT TO BE PUBLISHED BY THE COURT WHEN DENYING THE MOTION FOR DISCRETIONARY REVIEW OR GRANTING WITHDRAWAL OF THE MOTION.]; and
NOTICE: THIS OPINION IS SUBJECT TO FURTHER EDITING. IF PUBLISHED, THE OFFICIAL VERSION WILL APPEAR IN THE BOUND VOLUME OF THE OFFICIAL REPORTS.

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

5.5 Neither you nor any Authorized User may assign your rights or delegate your duties under the Subscription Agreement to access and use the Online Services and Materials without the prior written consent of LN, which consent shall not be unreasonably withheld. The Subscription Agreement and any amendment thereto and shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

5.6 LN's ability to provide information to its customers is regulated by a variety of privacy, data protection, and other laws in a variety of jurisdictions. You acknowledge and agree that LN will perform a due diligence review of you and that the due diligence review will be heightened if you desire access to sensitive information. You agree to reasonably cooperate with LN to provide all information reasonably necessary for LN to comply with applicable laws. You further acknowledge and agree that if you fail to cooperate with LN's due diligence review, LN may decline to provide you with access to the Online Services or to certain types of information. If you have entered into a fixed price amendment with LN but LN is unable

to provide you will some of the Materials in your subscription due to your non-cooperation, LN may restrict your access in order to comply with applicable law but will be under no obligation to reduce your monthly commitment. In the rare case that LN is unable to provide you with access to any of the Materials available in the Online Services, LN will terminate the Subscription Agreement and any applicable fixed price amendment without fine or penalty to you. Finally, you also agree that during the term of the Subscription Agreement LN may perform periodic reviews of your use of regulated data in order to comply with regulatory, data security, privacy and license restrictions, and that the reviews may include, but are not necessarily limited to, asking you to verify your permissible purpose for accessing such data. You agree to cooperate with LN in any such review and to promptly produce all records and documentation reasonably requested by LN for this purpose.

5.7 If you, any of your Authorized Users, or any person you or your Authorized Users permits to use the LN Online Services or who gains access through an Authorized User's failure to properly secure his or her LN ID (a "User") should access or use regulated data in an unauthorized manner (a "Security Event"), then the following provisions will apply: (a) if required by applicable law, you will notify the individuals whose information has potentially been accessed or used that a Security Event has occurred; (b) you will notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by law; (c) the notification will not reference LN or the product through which the regulated data was provided, nor will LN be otherwise identified or referenced in connection with the Security Event, without the express written consent of LN; (d) you will be solely

liable for all claims that may arise from a Security Event caused by you, your Authorized Users or a User and you will indemnify LN for any third party claims directed against LN that arise from such Security Event; and (e) all such notifications and indemnity claims related to your Security Event will be solely at your expense.

5.8 The Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma regardless of the law that might otherwise apply under applicable principles of conflicts of law.

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

5.10 Where applicable, each affiliated company of LN and each third party supplier of Materials has the right to assert and enforce the provisions of the Subscription Agreement directly on its own behalf as a third party beneficiary.

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

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

Products that are not in the Schedule

EXHIBIT B TO LexisNexis® SUBSCRIPTION AGREEMENT

SLG

Price Schedule

State/Local Government Per Search Pricing

September 1, 2009

These charges are effective as of September 1, 2009, and shall continue thereafter until the subscribing organization or individual ("Subscriber") is notified otherwise. For more information about the pricing components, consult the Price Definitions and Price List available via the Classic Online Services using LexisNexis communications software under the administrative identification number **20B9ZWS**, at no cost to Subscriber for accessing or printing.

1. INFORMATION CHARGES

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

1.2 DISCOUNTS. The discounts set forth below shall be applied to Subscriber's Information Charges for each monthly invoice period. The discount shall be computed monthly and shall be based on the average amount of Information Charges incurred by Subscriber in the three month period beginning four months before the month Subscriber receives the discount. Discounts shall not apply to: (i) Historical Stock Quotes, (ii) Investext, (iii) MarkMonitor, (iv) MarkIntel, and (v) Multex.

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

1.3 ACCESS. Charges currently range from \$0 to \$50. Consult the Price List available in the Online Services for detailed access charges.

1.4 LEXISNEXIS® ALERT. Charges for LexisNexis Alert searches are based on the frequency in which they are executed. Reports are printed at applicable print rates.

Frequency	Each Report
Intra-Day	\$8
Intra-Day 2x	\$16
Intra-Day 3x	\$24
Daily	\$14
Business Day (M-F)	\$18
Weekly	\$21
Monthly	\$27

1.5 RESEARCH TOOLS.

EACH CASE/CITATION/REPORT	
Shepard's® Table of Authorities Report	\$1.00/report*
Auto-Cite® service	\$6.00/cite*
Shepard's® Citation Service	\$6.00/cite/SHEPARD'S*

*Includes printing and downloading charges.

Shepard's® Alert	Setup	Updates
Demand UPD	\$0.00	\$0.00
Business Day	\$0.00	\$0.00
Weekly	\$0.00	\$0.00
Bi-Weekly	\$0.00	\$0.00
Monthly	\$0.00	\$0.00

SHEPARD'S® BRIEF SUITE™ DESKTOP & BRIEFCHECK.COM	EACH LINK/RETRIEVAL/REPORT
Shepard's® BriefCheck™ Convenience	\$2.00/link*
Shepard's® BriefCheck™ Unique Document Retrieval	\$2.00/retrieval*
Shepard's® Link™ Convenience	\$2.00/link*
Shepard's® FullAuthority® Report	\$20.00/report*

Shepard's® StyleCheck™ Report \$20.00/report*

*Includes printing and downloading charges.

SINGLE DOCUMENT RETRIEVAL

through LexisNexis™ at www.lexis.com	
via embedded link (excluding Document Links)	\$6.00/link
via Get a Document by citation	\$6.00/link
through LexisNexis Research Software	
via LEXSEE® service	\$6.00/link
via LEXSTAT® service	\$6.00/link

TOC Document Linking	\$4.00/link
Enhanced Table of Content (TOC)	\$4.00/per search
Briefs, Pleadings and Motions	\$35.00/link

1.6 HISTORIC STOCK QUOTES.

EACH QUOTE	
through LexisNexis Research Software	
Historic Price Quotes	\$0.15*
Historic Dividend Quotes	\$0.25*
*Includes printing and downloading charges.	
through LexisNexis at www.lexis.com	
Historical Quotes	\$0.30 per day per quote
Results will be formatted for viewing in a tabular format and can be formatted for printing and printed to the user's local printer at no additional charge. To download the results to CSV (spreadsheet/Excel format) the charge will be \$2.00. To receive a chart, the charge will be an additional \$1.00. For each additional company that is added to the chart for comparison the cost will be \$1.00.	

1.7 PRINTING AND SAVING TO DISK.

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

1.8 IMAGES.

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

	Each Image
Anatomical Transparencies	\$0.00
Trademark design images	\$0.00
Patent exemplary drawing images	\$0.00
Elsevier Environmental	\$3.00
Elsevier Business	\$6.00
IHI patent images – International	\$6.00
Patent Family Reports	\$6.00
Forms	\$7.50
Potomac Text Document	\$8.00
Hoppenstedt	\$10.00
Investext	\$10.00
PDF Image for Judicial Profile – 7 th Circuit	\$10.00
PDF Image for Judicial Profile – 9 th Circuit	\$10.00
Global Reports	\$25.00
ISO Policy Forms	\$25.00
Miller's	\$25.00
Potomac PDF Document	\$25.00
Expert Commentary	\$50.00
Other Expert Witness Transcripts – Excerpts	\$50.00
Triodyne Expert Witness Transcripts – Excerpts	\$50.00
M&A Insight Notes	\$100.00
Other Expert Witness Transcripts – Full	\$110.00
Triodyne Expert Witness Transcripts – Full	\$110.00
Expert Commentary – Bensen on the Patent Reform Act of 2007	\$112.00
PDF Image for Premium Judicial Profile	\$200.00
Corporate Governance Quotient Profiles	\$250.00

	Each Image
M&A Insights Analysis	\$450.00
Sustainability & Risk Reports	\$1,500.00

1.9 ATTACHMENTS. Attachment charges are as follows per attachment retrieved, including printing and downloading:

	Each Attachment
Attorney Text Book of Medicine	\$0.00
JurisCharts: Tax	\$20.00
JurisCharts with Analysis: Tax	\$30.00
Mealey	\$0.00
Patent images – US domestic	\$5.00
McClatchy Graphics	\$6.00
Newscom, LLC	\$6.00
WPNPHO – World Picture Network – Full Size	\$6.00
Enhanced Form: Open Fillable word processing version of form	\$10.00
All Case Law Jurisdictions – Case in Brief	\$30.00
Caselaw Official Reports	\$25.00
Elsevier Science	\$30.00
Core Form: Open word processing version of form	\$35.00
Briefs, Pleadings & Motions	\$35.00
Netter Medical Illustrations	\$20.00
Core Critical Issues Pamphlet	\$20.00
Core Emerging Issues Commentary	\$20.00
50 State Comparative Legislation & Regulations	\$25.00
JurisCharts: Insurance	\$125.00
Enhanced Critical Issues Pamphlet	\$133.00
Enhanced Emerging Issues Commentary	\$133.00
Premium Current Critical Issues Pamphlet	\$50.00
Premium Emerging Issues Commentary	\$50.00
Advanced Practice Strategies Medical Illustrations	\$175.00
Download Interactive Analytical Report	\$50.00
Download PDF chart of Multi-Jurisdictional Survey with Analysis Now	\$30.00
JurisCharts with Analysis: Insurance	\$30.00

1.10 DUN & BRADSTREET REPORTS.

Charges for Business Information Reports will range from \$84.00 to \$599.00 depending on the user's location (e.g. USA, Canada, etc.). Charges for other Dun & Bradstreet Reports will range from \$72.00 to \$130.00 depending on the specific report requested. Consult the Price List available in the Online Services for detailed report charges.

1.11 ANALYZER. \$0 per search and \$200 per report.

1.12 SMARTLINX.

\$99 per search

\$0 for a Public Record (PUBREC) report

\$0 for a Click Search

1.13 DELAWARE SECRETARY OF STATE. \$35 per report.

1.14 COMPANY DOSSIER. Charges range from \$5 up to \$50 per report and from \$0 up to \$50 per document link.

1.15 RISK SOLUTIONS. Charges for Telephone Look-Up will be \$0.75 per search, Reverse Telephone Look-Up will be \$0.75 per search, Name and Address Verification will be \$3.00 per search, and InstantID® will be \$3.00 per search. Get A Report charge will be \$99.00 per search. Charges for Report Component will range from \$0 to \$6.00 per report. Charges for Web Documents will range from \$10.00 to \$20.00 per document. Consult the Price List available in the Online Services for detailed report charges.

Offline Civil and Criminal Court Records ("OCCCR") fees depend on the jurisdiction. OCCCR fees may consist of some or all of the following charges:

OCCCR FEES	
Search Type fee	\$16.00 – 175.00 per search
Court Access fee	\$1.00 to \$40.00 per search
Excess Case fee (1 to 5 cases)	\$0.00
Excess Case fee (6 or more cases)	\$1.00 per case
Previous 10-Year Date Range fee	\$6.00 per search

1.16 EDGAR ONLINE. \$15 for Excel Reports and \$22 for Non-Excel Reports.

1.17 INVESTEXT DOCUMENTS. Two Most Recent Reports will be \$9.00 per page, and Archive Reports will be \$45.00 per report.

1.18 MARKMONITOR®. The following sources from the gateway searches will be \$35.00 per search: DomainSmart, eBannermonitor, eBoardmonitor, eDomainmonitor, eLinkmonitor, eNetmonitor, eSitemontior, TMIQ, Inbox and ReverseWhois.

1.19 ELSEVIER SCIENCE JOURNALS. \$50 - \$100 per search.

1.19 COURTLINK.

1.19.1 COURTLINK VIA LEXIS.COM. Charges for CourtLink products retrieved via lexis.com.

COURTLINK	CHARGES
CourtLink Docket Search	Range \$9.50 - \$57.00
CourtLink Docket Retrieval	\$5.00 & \$9.00
CourtLink Docket Update	\$4.00
CourtLink OSD Image (pdf)	\$5.00

1.19.2 COURTLINK VIA COURTLINK PLATFORM. Charges for CourtLink products retrieved via the CourtLink platform.

COURTLINK	CHARGES
Alert	Range \$0.30 - \$59.00 per case found
Track	Range \$3.30 per update to \$19.75 per update
Search & Retrieve	Range from \$5.00 - \$200.00 per search
CourtLink OSD Image pdf (Document Ordering)	\$5.00 - \$50.00

Consult the CourtLink Fee Schedule available at <https://w3.courtlink.lexisnexis.com/Help/Pricing/pricing.htm> for detailed report charges. In the event of a conflict between the range prices above and the CourtLink Fee Schedule, the CourtLink Fee Schedule will control.

Notwithstanding anything to the contrary set forth herein, nothing in the Agreement shall prohibit Subscriber from redistributing Colorado court-created docket materials ("Colorado Docket Materials"). Any such redistribution of Colorado Docket Materials will be done at Subscriber's own risk. LN will not be responsible for any claim or cause of action that may be brought against Subscriber by a third party in connection with Subscriber's redistribution of the Colorado Docket Materials.

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

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

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

5. EQUIPMENT AND SOFTWARE CHARGES.

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

5.2 The Access Equipment shall be maintained by the provider of the Online Services at its then current standard charges. Contact your account representative for current charges. Subscriber may terminate rental of any Access Equipment upon 10

days written notice. Access Equipment must be returned to the provider of the Online Services in the same condition in which it was received, reasonable wear and tear excepted.

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

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

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

7. PAYMENT TERMS. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §41.4a and 62 O.S. §41.4b.

8. CHANGES TO CHARGES AND DISCOUNTS. Per Search charges and discounts may be changed upon 30 days prior notice, which notice shall be with your invoice or otherwise provided in writing.

9. COLLECTION COST. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §41.4a and 62 O.S. §41.4b.

10. MISCELLANEOUS. In the event Subscriber issues a purchase order or other document relating to the Online Services, LN and Subscriber agree that the document shall in no way materially modify or affect any of the terms or conditions of the DCS SW 804 Agreement between the parties.

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

Primary Legal

Primary Legal – Unlimited access for all employees of the agency

Number of Users	Year 1 Monthly Charge per User Rate	Year 2 Monthly Charge per User Rate	Year 3 Monthly Charge per User Rate	Year 4 Monthly Charge per User Rate	Year 5 Monthly Charge per User Rate
1-25	\$77	\$79	\$80	\$82	\$83
26-50	\$75	\$77	\$79	\$80	\$82
51-100	\$72	\$73	\$75	\$77	\$79
101-150	\$70	\$71	\$73	\$75	\$77
151+	Custom Pricing				

2. Databases, features and services included in the monthly Charge per User (Included Charges)

Lexis.com access to the following:

- Case law – all states and federal, selected international
- Statutes – all states and federal, selected international
- Court rules – all states and federal
- Administrative regulations, registers, and decisions, including attorney general decisions – all states and federal
- Municipal codes & charters
- Patents and copyrights
- Law digests – all states
- Law directories
- Uniform and model Acts
- Congressional legislative history sources
- Mealey’s NewsBriefs
- Restatements
- Law reviews and journals
- *Shepard’s* Citations Service
- Other miscellaneous legal materials

See detailed listing of content in LexisNexis Appendix B for *lexis.com* user-friendly features and services all of which are **included in the monthly flat-rate subscription pricing.**

See LexisNexis Appendix L for a listing of content that is **excluded from all flat-rate subscription pricing.**



Primary Legal

Libraries that may be added to the Monthly Charge per User. Supplier shall indicate if each established password is required to subscribe to the Monthly Charge per User prior purchasing add-on libraries. Monthly charge shall be a Flat Monthly Rate.

Add-on Libraries	Monthly Charge per User	Password required to subscribe to Monthly Charge per User Y/N
American Jurisprudence	Included at no extra charge along with subscriptions to Primary Legal for agencies with 11 or more attorneys only.	Yes. Access to all <i>lexis.com</i> services require a user ID and password.
American Law Reports	\$15 for agencies with 11 or more attorneys.	
Litigation Library (Appendix C)	<ul style="list-style-type: none"> • Basic: \$50 • Enhanced: \$155 • Premium: \$216 	
Municipal Core Library (Appendix D)	<ul style="list-style-type: none"> • Basic: \$72 • Enhanced: \$170 • Premium: \$358 	
Newsroom	<ul style="list-style-type: none"> • News – Large Group File: \$55 (Appendix E) • West Regional News: \$20 (Appendix F) 	
Oklahoma Analytical Library Includes Matthew Bender's <u>Oklahoma Business Organizations</u> and <u>Oklahoma Estate Planning</u> treatises	\$13	
Public Records with SmartLinx (Appendix G)	\$46	



Primary Legal, Public Records

Primary Legal and Public Records – Unlimited access for all employees of the agency

Number of Users	Year 1 Monthly Charge per User Rate	Year 2 Monthly Charge per User Rate	Year 3 Monthly Charge per User Rate	Year 4 Monthly Charge per User Rate	Year 5 Monthly Charge per User Rate
1-25	\$121	\$123	\$124	\$126	\$127
26-50	\$119	\$121	\$123	\$124	\$126
51-100	\$116	\$117	\$119	\$121	\$123
101-150	\$114	\$115	\$117	\$119	\$121
151+	Custom Pricing				

2. List databases, features and services included in the monthly Charge per User (Included Charges)

Includes all databases listed in the Primary Legal Pricing Sheet plus billions of public records through *lexis.com* and SmartLinx, including:

- Multiple person locators
- Multiple business locators
- Multiple telephone sources
- Assets, including motor vehicles, watercraft, aircraft and more
- Nationwide bankruptcies, liens and judgments
- Court records, including criminal, civil, sexual offender, foreclosures, bankruptcies, liens, and judgments, and more.
- Professional licenses
- Real property records
- Death records
- Much more

See detailed listing of content in LexisNexis Appendix B (Primary Law) and LexisNexis Appendix G (Public Records), for *lexis.com* user-friendly features and services all of which are **included in the monthly flat-rate subscription pricing.**

See LexisNexis' **Appendix L** for a listing of content that is **excluded from all flat-rate subscription pricing.**



Primary Legal, Public Records

Libraries that may be added to the Monthly Charge per User. Supplier shall indicate if each established password is required to subscribe to the Monthly Charge per User prior purchasing add-on libraries. Monthly charge shall be a Flat Monthly Rate.

Add-on Libraries	Monthly Charge per User	Password required to subscribe to Monthly Charge per User Y/N
American Jurisprudence	Included at no extra charge along with subscriptions to Primary Legal for agencies with 11 or more attorneys only.	Yes. Access to all <i>lexis.com</i> services require a user ID and password.
American Law Reports	\$15 for agencies with 11 or more attorneys.	
Litigation Library (Appendix C)	<ul style="list-style-type: none"> • Basic: \$50 • Enhanced: \$155 • Premium: \$216 	
Municipal Core Library (Appendix D)	<ul style="list-style-type: none"> • Basic: \$72 • Enhanced: \$170 • Premium: \$358 	
Newsroom	<ul style="list-style-type: none"> • News – Large Group File: \$55 (Appendix E) • West Regional News: \$20 (Appendix F) 	
Oklahoma Analytical Library Includes Matthew Bender's <u>Oklahoma Business Organizations</u> and <u>Oklahoma Estate Planning</u> treatises	\$13	



Primary Oklahoma Legal w/Citing services

Primary Oklahoma Legal w/Citing Services- Unlimited access for all employees of the agency

Number of Users	Year 1 Monthly Charge per User Rate	Year 2 Monthly Charge per User Rate	Year 3 Monthly Charge per User Rate	Year 4 Monthly Charge per User Rate	Year 5 Monthly Charge per User Rate
1-25	\$33	\$34	\$35	\$36	\$37
26-50	\$32	\$33	\$34	\$35	\$36
51-100	\$31	\$32	\$33	\$34	\$35
101-150	\$30	\$31	\$32	\$33	\$34
151+	Custom Pricing				

Databases, features and services included in the monthly Charge per User (Included Charges)

- Oklahoma case law
- Oklahoma Administrative Code (including archived versions)
- Oklahoma regulation tracking reports
- Oklahoma Register
- Oklahoma Advance Legislative Service
- Oklahoma Constitution
- Oklahoma court rules
- Oklahoma municipal codes
- Oklahoma statutes (including archived versions)
- Oklahoma bills and bill tracking reports
- Oklahoma attorney general and administrative decisions
- Oklahoma law reviews
- *Shepard's* Citations Service

See detailed listing of content in LexisNexis **Appendix H**, for *lexis.com* user-friendly features and services all of which are **included in the monthly flat-rate subscription pricing**.

See LexisNexis' Appendix L for a listing of content that is **excluded from all flat-rate subscription pricing**.



Primary Oklahoma Legal w/Citing services

Libraries that may be added to the Monthly Charge per User. Supplier shall indicate if each established password is required to subscribe to the Monthly Charge per User prior purchasing add-on libraries. Monthly charge shall be a Flat Monthly Rate.

Add-on Libraries	Monthly Charge per User	Password required to subscribe to Monthly Charge per User Y/N
All State Cases (Appendix I)	\$50	Yes. Access to all <i>lexis.com</i> services require a user ID and password.
All State Statutes (Appendix I)	Included with All State Cases	
All State Admin Code (Appendix I)	Included with All State Cases	
Regional Case Law (Appendix I)	Oklahoma Case Law included with All State Cases	
All Federal Cases (Appendix J)	\$66	
American Jurisprudence	\$15 for agencies with 11 or more attorneys only.	
American Law Reports	\$15 for agencies with 11 or more attorneys only.	
Litigation Library (Appendix C)	<ul style="list-style-type: none"> • Basic: \$50 • Enhanced: \$155 • Premium: \$216 	
Municipal Core Library (Appendix D)	<ul style="list-style-type: none"> • Basic: \$72 • Enhanced: \$170 • Premium: \$358 	
Newsroom	<ul style="list-style-type: none"> • News – Large Group File: \$55 (Appendix E) • West Regional News: \$20 (Appendix F) 	
Oklahoma Analytical Library Includes Matthew Bender's <u>Oklahoma Business Organizations</u> and <u>Oklahoma Estate Planning</u> treatises	\$13	
Public Records with SmartLinx (Appendix G)	\$46	



Primary Oklahoma Legal w/Citing Services + Case Law, Jury Verdicts, access to all Fifty States- Unlimited access for all employees of the agency

Number of Users	Year 1 Monthly Charge per User Rate	Year 2 Monthly Charge per User Rate	Year 3 Monthly Charge per User Rate	Year 4 Monthly Charge per User Rate	Year 5 Monthly Charge per User Rate
1-25	\$111	\$113	\$115	\$118	\$120
26-50	\$109	\$111	\$113	\$116	\$118
51-100	\$106	\$108	\$110	\$112	\$114
101-150	\$103	\$105	\$107	\$109	\$111
151+	Custom Pricing				

Databases, features and services included in the monthly Charge per User (Included Charges)

Includes all databases listed in the “Primary Oklahoma Legal w/Citing Services” Pricing Sheet plus:

- All state case law
- All state statutes
- All state administrative codes
- All state registers
- All state administrative and attorney general opinions
- All state court rules
- Jury verdicts and settlements from all available states on *lexis.com*

See detailed listing of content in LexisNexis **Appendix H** (Oklahoma Legal), **Appendix I** (All State Cases and Codes), and **Appendix K** (Verdicts and Settlements) for *lexis.com* user-friendly features and services, all of which **are included in the monthly flat-rate subscription pricing monthly subscriptions.**

See LexisNexis’ **Appendix L** for a listing of content that is **excluded from all flat-rate subscription pricing.**



Primary Oklahoma Legal w/Citing Services + Case Law, Jury Verdicts, access to all Fifty States- Unlimited access for all employees of the agency

Libraries that may be added to the Monthly Charge per User. Supplier shall indicate if each established password is required to subscribe to the Monthly Charge per User prior purchasing add-on libraries. Monthly charge shall be a Flat Monthly Rate.

Add-on Libraries	Monthly Charge per User	Password required to subscribe to Monthly Charge per User Y/N
All State Cases	Included at no additional charge	Yes. Access to all <i>lexis.com</i> services require a user ID and password.
All State Statutes	Included at no additional charge	
All State Admin Code	Included at no additional charge	
Regional Case Law	Included at no additional charge	
All Federal Cases (Appendix J)	\$66	
American Jurisprudence	\$15 for agencies with 11 or more attorneys.	
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Public Records with SmartLinx (Appendix G)	\$46	

**LexisNexis® ORDER FORM
FOR Oklahoma MSA
EFFECTIVE APRIL 1, 2010**

SUBSCRIBER

BY: _____
(AUTHORIZED SUBSCRIBER SIGNATURE)

NAME: _____

TITLE: _____

DATE: _____

OK MSA
NUMBER _____

CUSTOMER INFORMATION (Please type or print):

1. Organization Name: _____
2. Address: _____

3. County: _____
4. Country: _____
5. Telephone Number: _____
6. Telecopier Number: _____
7. Email Address: _____
8. Invoice Address (if different than 2) _____
9. Name of Contact, Telephone Number and E-mail Address for the following:
Installation: _____
Billing: _____
Policy/Legal Notification: _____
Scheduling/Training: _____
10. Entity Web Address _____

CUSTOMER CREDENTIALING PROCESS

As a global provider of information, LexisNexis is taking a proactive approach to protect consumers and our customers. One aspect of this approach is the credentialing of customers. LexisNexis has built a strong, process-controlled system to protect sensitive information from those individuals without a permissible use to view such data; it is essential that LexisNexis knows who is requesting that data, what is being requested, and why to meet both contractual obligations with data providers and internal control standards. LexisNexis is entrusted with highly sensitive, personally identifiable information and takes this responsibility very seriously.

LexisNexis respects the privacy of your personal information. Information obtained during the credentialing process will not be used for any other purpose.

MAIN CONTACT INFORMATION - An individual designated as a Main Contact will be presumed to have authority to verify account information and request changes to said information. For credentialing purposes only, each Main Contact must provide the following information requested below. Credentialing will be performed on the principals and individual(s) listed below, as well as the organization. Please note that the credentialing process may include telephone contact with the individual(s) listed below; please provide a business telephone number through which the Main Contact may be reached. LexisNexis respects the privacy of your personal information; information obtained during the credentialing process will not be used for any other purpose. For more detailed information, please see LexisNexis' Privacy Statement at <http://www.lexisnexis.com/terms/privacy>.

Last Name _____ First Name _____ M.I. _____
 Title _____ Telephone _____
 Email Address _____
 1. First five digits of your Social Security number _____ - _____
 2. Full date of birth _____
 3. Complete Home Address _____
 4. State where individual holds professional license and/or where business is licensed or incorporated. _____ Bar/Registration Number/Corporate Registration Number _____

ADDITIONAL ADMINISTRATOR OR CONTACT INFORMATION (Optional) - Please refer to preceding text for additional information.

Last Name _____ First Name _____ M.I. _____
 Title _____ Telephone _____
 Email Address _____
 1. First five digits of your Social Security number _____ - _____
 2. Full date of birth _____
 3. Complete Home Address _____
 4. State where individual holds professional license and/or where business is licensed or incorporated. _____ Bar/Registration Number/Corporate Registration Number _____

AGENCY INFORMATION

Subscriber certifies that Subscriber has not been the subject of any proceeding regarding any trust related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that Subscriber has not been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to LN or its data, including but not limited to, any matter involving potential violations of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) and its implementing regulations (collectively, "GLBA"), the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related laws (the "DPPA"), the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA"), the Fair Debt Collection Practices Act (FDCPA) (15 U.S.C. § 1692-1692p) or similar legal or regulatory guidelines. If any such matter has occurred, Subscriber shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of this Agreement.

PERMISSIBLE USE CERTIFICATION – Please select all choices applicable to the organization.

GLBA PERMISSIBLE PURPOSE

Some LexisNexis Services use and/or display nonpublic personal information, which is governed by the privacy provisions of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) and its implementing regulations (collectively, "GLBA"). Customer certifies it has the permissible use under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will only use such information obtained from LexisNexis Services for such purpose(s) selected below or, if applicable, for the purpose indicated by Customer electronically while using the LexisNexis Services:

(At least one must be INITIALED to be permitted access to GLBA data.)

- | | |
|--------|---|
| | No permissible use; |
| 1. | As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer; |
| 1. (B) | As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications (Accurint Only); |
| 2. | To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability; |
| 3. | In required institutional risk control programs; |
| 4. | In resolving customer disputes or inquiries; |
| 5. | Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer; |
| 6. | Use by persons acting in a fiduciary or representative capacity on behalf of the consumer; |
| 7. | In complying with federal, state, or local laws, rules, and other applicable legal requirements; |
| 8. | To the extent specifically permitted or required under other provisions of law & in accordance with the Right to Financial Privacy Act of 1978, to LE agencies, self regulatory organizations, public safety. |

DPPA PERMISSIBLE PURPOSE

Some LexisNexis Services use and/or display personal information, the use of which is governed by the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related state laws (collectively, "DPPA"). Customer certifies it has a permissible use under the DPPA to use and/or obtain such as marked below, and Customer further certifies it will only use such information obtained from LexisNexis Services for such purpose(s) selected below or, if applicable, for the purpose indicated by Customer electronically while using the LexisNexis Services:

(At least one must be INITIALED to be permitted access to DPPA data.)

- | | |
|----|---|
| | No permissible use; |
| 1. | In connection with any proceeding (including arbitration) in any court or government agency, or before any self-regulatory body, including investigation in anticipation of litigation; |

- | | | |
|--|----|--|
| | 2. | To verify the accuracy of information about a person who provided the information to you (or your client) but only if used to recover on a debt against the person or to pursue legal remedies against the person for fraud; |
| | 3. | Use by a government agency but only in carrying out its functions; |
| | 4. | Use by any person acting on behalf of a government agency but only in carrying out the agency's functions; |
| | 5. | Use by an insurer (or its agent) in connection with claims investigation activities, antifraud activities, rating or underwriting; |
| | 6. | In connection with motor vehicle safety or theft, or driver safety (except for a motor vehicle manufacturer); |
| | 7. | Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code. (Accurint Only) |

With regard to the information that is subject to the DPPA, some state law permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will only use the information described in Sections A and B of this Permissible Use Certification in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

Customer acknowledges by signing above that completion of this document does not guarantee successful credentialing or the creation of a LexisNexis account.

Customer agrees that the Main Contact may be contacted and provide any additional information, if needed, in order to process this credentialing request.

CERTIFICATION

Subscriber certifies that on the date this Order Form is signed by Subscriber there are ____ judges and attorneys, and ____ government professionals for a total of ____ users (the "Reference Number") in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will recertify to the Reference Number.

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