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129



County of Santa Cruz

DISTRICT ATTORNEY'S OFFICE

701 OCEAN STREET, ROOM 200, P.O. BOX 1159, SANTA CRUZ, CA 95060
(831) 454-2400 FAX: (831) 454-2227 E-MAIL: dao@co.santa-cruz.ca.us

KATHRYN CANLIS
DISTRICT ATTORNEY

June 10, 2002

Board Agenda: June 25, 2002

Members of the Board of Supervisors
Governmental Center
701 Ocean Street, Room 500
Santa Cruz, California 95060

RE: Subscription Agreement Between Lexis-Nexis™ and the County of Santa Cruz

Dear Members of the Board:

The District Attorney's Office is requesting your Board's approval to enter into an agreement with Lexis-Nexis™ for the purpose of obtaining internet access to necessary legal research libraries. This agreement will also provide the additional functionality of internet access to public records and asset search engines to be used by our Investigations Bureau.

Currently, the District Attorney's Office is accessing legal research via a CD tower maintained by the County Information Services Department (ISD). ISD has notified us of this equipment's imminent failure. In addition, our current legal research vendor, West Group, has notified us that the CDs will no longer be available as of the expiration date of our current contract, June 30, 2002.

Funds in the amount of \$18,000 have been appropriated for the fiscal year 2002-2003 in the District Attorney's budget in Index 272100, subobject 3665.

IT IS THEREFORE RECOMMENDED THAT YOUR BOARD:

1. Approve the subscription agreement and related amendment between Lexis-Nexis™ and the County of Santa Cruz for fiscal year 2002-2003, and
2. Authorize the District Attorney to sign the subscription agreement and related amendment on behalf of the County.

Sincerely,

KATHRYN CANLIS
DISTRICT ATTORNEY

RECOMMENDED:

SUSAN A. MAURIELLO
COUNTY ADMINISTRATIVE OFFICER

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WATSONVILLE OFFICE

□ P.O. BOX 228 • FREEDOM, CA 95019 • 1430 FREEDOM BLVD. • WATSONVILLE, CA 95076 • TEL: (831) 763-8166 • FAX: (831) 763-8029

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: District Attorney's Office (Department)

BY: [Signature] (Signature) 6/11/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the District Attorney's Office (Department/Agency)
and Lexis-Nexis (Name/Address)

2. The agreement will provide 40 named-user passwords allowing internet access to legal research libraries and public records/asset search engines

3. Period of the agreement is from July 1, 2002 to June 30, 2003

4. Anticipated Cost is \$ ~~17,888~~ 16,800 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks:

5. Detail: ☐ On Continuing Agreements List for FY ____ - ____ . Page CC-____ Contract No: ____ OR ☐ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☒ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 272100 (Index) 3665 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered.
are not will be

Contract No: 12803

By: [Signature] Date: 06/11/02
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Kathryn Canlis (Dept/Agency Head) to execute on behalf of the

District Attorney's Office (Department/Agency)

Date: 6/11/02

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

I, _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO _____ \$ _____
Document No. JE Amount Lines H/TL Keyed By Date

22 Auditor Description Amount Index Sub object User Code

LexisNexis™ SUBSCRIPTION AGREEMENT AND ORDER FORM STATE/LOCAL GOVERNMENT PER SEARCH PRICING EFFECTIVE APRIL 1, 2002

013



You may subscribe to the Online Services by agreeing to abide by the General Terms and Conditions and the Price Schedule attached hereto and incorporated herein, as Exhibits A and S, respectively. The General Terms and Conditions and the Additional Terms represent the entire agreement for access to and use of the Online Services. The General Terms and Conditions are also set forth in the online TERMS library. In the event of a conflict or variation between the General Terms and Conditions attached hereto and those appearing in the TERMS library, the latter shall control. Your subscription is subject to acceptance by LexisNexis, which acceptance shall be evidenced by issuing one or more identification numbers to access the Online Services.

SANTA CRUZ DISTRICT ATTORNEY'S OFFICE

SUBSCRIBER

BY:

(AUTHORIZED SUBSCRIBER SIGNATURE)

NAME:

TITLE:

DATE:

CUSTOMER INFORMATION (Please type or print):

1. Organization Name: SANTA CRUZ DISTRICT ATTORNEY'S OFFICE

2. Address: 701 OCEAN STREET, ROOM 200, SANTA CRUZ, CA 95060

3. County: SANTA CRUZ

4. Country: USA

5. Telephone Number: (831) 454-2596

6. Telecopier Number: (831) 454-2227

7. Invoice Address (if different than 2) _____

a. Name of Contact and Telephone Number for the following:

Installation: _____

Billing: Administration

Policy/Legal Notification: _____

Scheduling/Training: _____

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)
Suzi Rosell		

EXHIBIT A TO LexisNexis™ SUBSCRIPTION AGREEMENT

0132

General Terms and Conditions

State/Local Government Per Search Pricing

April 1, 2002

The following terms and conditions govern your use of the LexisNexis services (the "Online Services") and the materials available therein ("Materials"):

1. LICENSE; RESTRICTIONS ON USE

1.1 You are granted a nonexclusive, nontransferable, limited license to access and use for research purposes the Online Services and Materials from time to time made available to you. This license includes:

(a) The right to electronically display Materials retrieved from the Online Services to no more than one person at a time, subject to the Supplemental Terms for Specific Materials;

(b) The right to obtain a printout of Materials via printing commands of the Online Services and to create a single printout of Materials downloaded via downloading commands of the Online Services (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 or territories (collectively, "Authorized Legal Materials"), the right to retrieve via downloading commands of the Online Services and store in machine-readable form, primarily for one person's exclusive use, a single copy of insubstantial portions of those Materials included in any individual file to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms for Specific Materials;

(d) With respect to Materials that are United States patents ("Authorized Patent Materials"), the right to retrieve via downloading commands of the Online Services and store in machine-readable form, primarily for one person's exclusive use, a single copy of not more than 200 patents at any one time; and

(e) With respect to all Materials other than Authorized Legal Materials and Authorized Patent Materials, the right to retrieve via downloading commands of the Online Services and store in machine-readable form for no more than 90 days, primarily for one person's exclusive use, a single copy of insubstantial portions of those Materials included in any individual file to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms for Specific Materials.

1.2 To the extent permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms for Specific Materials, you 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 are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Online Services. You may not print or download Materials without using the printing or downloading commands of the Online Services.

1.4 All right, title, and interest (including all copyrights and other intellectual property rights) in the Online Services and Materials (in both print and machine-readable forms) belong to the provider of the Online Services or its third party suppliers of materials. You acquire no proprietary interest in the Online Services, Materials, or copies thereof.

1.5 Except as specifically provided herein, you may not use the Online Services or Materials retrieved from the Online Services in any fashion that infringes the copyrights or proprietary interests therein.

1.6 You may not remove or obscure the copyright notice or other notices contained in Materials retrieved from the Online Services.

1.7 You may not use information included in the Online Services or Materials retrieved from the Online Services to determine a consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit.

1.8 Other provisions that govern your use of Materials are set forth in your applicable price schedule, the Supplemental Terms for Specific Materials, online descriptions of files, online notices following file selection, and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into these General Terms and Conditions.

2. ACCESS TO SERVICES

2.1 Only individuals authorized by the subscribing organization may access and use the Online Services.

2.2 You may not use an identification number to access the Online Services from outside the country for which it was issued.

2.3 Your identification number(s) may be restricted from accessing certain Materials otherwise available in the Online Services.

2.4 Materials and features may be added to or withdrawn from the Online Services and the Online Services otherwise changed without notice.

3. LIMITED WARRANTY

3.1 The provider of the Online Services represents and warrants that it has the right and authority to make the Online Services and Materials available pursuant to these General Terms and Conditions.

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 THE PROVIDER OF THE ONLINE SERVICES AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY

4.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or any Materials available or not included therein, (b) the unavailability or interruption of the Online Services or any features thereof or any Materials, (c) your use of the Online Services or Materials (regardless of whether you received any assistance from a Covered Party in using the Online Services), (d) your use of any equipment in connection with the Online Services, (e) the content of Materials, or (9) any delay or failure in performance beyond the reasonable control of a Covered Party.

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

4.3 THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS SHALL NOT EXCEED THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES. 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 THE COVERED PARTIES SHALL NOT 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, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

5. MISCELLANEOUS

5.1 These General Terms and Conditions, including the Additional Terms, may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with your applicable price schedule; all other provisions may be changed by the provider of the Online Services immediately upon notice. Your subscription for access to the Online Services may be terminated immediately upon notice to the provider of the Online Services if any change is unacceptable. Continued use of the Online Services following any change constitutes acceptance of the change.

5.2 The provider of the Online Services or the subscribing organization may terminate the subscription for access to the Online Services. The effective date of termination shall be ten days after the receipt of an appropriate notice of termination, unless a later date is specified in the notice. The provider of the Online Services may suspend or discontinue providing the Online Services to you without notice and pursue any other remedy legally available to it if you fail to comply with any of your obligations hereunder.

5.3 Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by the provider thereof. Notices shall be deemed to have been properly given on the date deposited in the U.S. mails, 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. Notices to the provider of the Online Services should be sent to your account representative.

5.4 The failure of the provider of the Online Services 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 The subscribing organization or individual may not assign its rights or delegate its duties under the subscription to access the Online Services without the prior written consent of the provider of the Online Services.

5.6 These General Terms and Conditions and the Additional Terms shall be governed by and construed in accordance with the laws of the State of Ohio.

5.7 Each third party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.

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

EXHIBIT B TO LexisNexis™ SUBSCRIPTION AGREEMENT

Price Schedule

State/Local Government Per Search Pricing

April 1, 2002

0435 134

These charges are effective as of April 1, 2002, 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 in the Online Services 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.

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 \$29. Consult the Price List available in the Online Services for detailed access charges.

1.4 ECLIPSE™ REPORTS. Charges for ECLIPSE report searches are based on the frequency in which they are executed. Reports are printed at applicable print rates.

Frequency	Each Report
On Demand	\$4
Intra Day	\$6
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
LEXSEE® feature	\$4.00/cite
LEXSTAT® feature	\$4.00/cite
Auto-Cite® service	\$3.00/cite*
SHEPARD'S Citation Service	\$3.00/cite/SHEPARD'S*
—	\$4.00/cite/SHEPARD'S Jump

*Includes printing and downloading charges.

Effective March 1, 2002, the Auto-Cite and SHEPARD'S Citation Service will increase to \$4.25 per cite. SHEPARD'S Jump will remain at \$4.00.

1.6 REAL TIME AND HISTORIC STOCK QUOTES.

	Each Quote
Market Statistics	\$1.00
Historic Price Quotes	
Historic Dividend Quotes	\$0.25*

*Includes printing and downloading charges.

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
Trademark design images	\$0.00
Patent exemplary drawing images	\$0.00
Mealey	\$0.00
Elsevier Environmental	\$3.00
Elsevier Business	\$6.00
Patent PDF images	\$6.00
Forms	\$7.50
Investext	\$10.00

1.9 DUN & BRADSTREET REPORTS. Charges for Business Information Reports will range from \$79.00 to \$570.30 depending on the user's location (e.g. USA, Canada, etc.). Charges for other Dun & Bradstreet Reports will range from \$27.00 to \$415.00 depending on the specific report requested. Consult the Price List available in the Online Services for detailed report charges.

1.10 COMPANY ANALYZER. \$25 per search and \$90 per report.

1.11 SMARTLINX. \$99 per search.

1.12 DOCUMENT LINKING. Charges are \$4 per document.

1.13 CERTIFINDER. For 5B access, charges are \$3 per initial search and \$10 per report, and for 5A access, charges are \$7 per initial search and \$10 per report.

1.14 DELAWARE SECRETARY OF STATE. \$25 per each basic report and \$35 for each detailed report.

1.15 COMPANY DOSSIER. Charges range from \$5 up to \$15 per report and from \$0 up to \$39.95 per document link.

1.16 RISK SOLUTIONS. Risk Solutions Activities range from \$0 to \$2 and Risk Solutions Reports range from \$16.50 to \$36.50, as designated in the product.

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. FAYBACK™ SERVICE CHARGE. Network Time and Connect Time charges plus a charge of \$150 per month (includes overnight delivery charges) for optional PAYBACK weekly and/or monthly magnetic tapes.

6. EQUIPMENT AND SOFTWARE CHARGES.

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

6.2 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.

6.3 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.

6.4 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.

7. 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.

8. PAYMENT TERMS. All charges incurred by Subscriber are payable within 30 days after receipt of an invoice. Subscriber shall pay all charges in accordance with any applicable "Prompt Payment Act" or similar legislation.

9. CHANGES TO THE CHARGES AND PAYMENT TERMS. Charges and payment terms may be changed only upon 30 days prior notice to subscriber.

10. COLLECTION COST. Subscriber shall be liable for all costs of collection incurred by the provider of the Online Services, including without limitations, collection agency fees, reasonable attorney's fees, and court costs, if Subscriber fails to comply with the payment obligations set forth herein.

11. MISCELLANEOUS. In the event Subscriber issues a purchase order or other document relating to the Online Services, Subscriber agrees that the document shall be for Subscriber's internal purposes only and shall in no way modify or affect any of the terms or conditions for access to the Online Services.

----- **END OF EXHIBIT &** -----



LIMITED FIXED PRICE AMENDMENT FOR GOVERNMENT MARKET

LexisNexis, a division of Reed Elsevier Inc. ("LN"), and Santa Cruz District Attorney's Office ("Subscriber") agree to amend the Subscription Agreement (the "Agreement") previously or simultaneously entered into between LN and Subscriber by adding to the Agreement the terms and conditions set forth below (the "Amendment").

1. TERM.

The term of this Amendment (the "Amendment") for new subscribers will begin on the day the Subscriber's billing account (a bill group) is activated ("act") or for existing subscribers on the first day of the calendar month immediately after the execution of the Amendment and will continue until 6/30/03, which will be composed of amendment periods as listed in Section 2.1 (the "Amendment Period(s)", collectively, the "Term").

2. PLATFORM AND MENUS

2.1 In exchange for Subscriber's monthly commitment of the following amounts to LN (the "Monthly Commitment"), Subscriber will have access to and use of the materials and features available in the services and menus ("Preferred Services" and "Alternate Service," collectively, the "Selected Services").

PREFERRED SERVICES				
MENU DESCRIPTION		MENU NUMBER		NUMBER OF USERS
CA Enhanced with Shepard's		SBOECA		37
Criminal Law and CEB Litigation		SBOB45/CEB002		37
Finder and Assets		SUB607		1
CA Public Records with National EZ Find		GSL6CA		2

ALTERNATE SERVICE	
MENU DESCRIPTION	MENU NUMBER
NO Alternate Menu	DPPUM

AMENDMENT PERIOD			MONTHLY COMMITMENT	
Beginning	Activation	to	06/30/2002	\$ -0 -
Beginning	07/01/2002	to	06/30/2002	\$ 1,400.00 = \$16,800 (yr)
Beginning		to		\$
Beginning		to		\$
Beginning		to		\$

- 2.2 Any partial month before the first full calendar month will be prorated at the first full calendar month's rate.
- 2.3 At no additional charge, Subscriber may do offline printing, online printing and saving to disk of materials retrieved from the Preferred Services.
- 2.4 This Amendment relates only to the Subscriber billing account numbers and locations (the "participating Billgroups") listed below. Only employees of the Participating Billgroups will be entitled to access the Selected Services. Each identification number issued will be used solely by the individual for which it was issued and will not be shared under any circumstances.

BILLGROUP #	LOCATION (CITY AND STATE)

3. CERTIFICATION

Subscriber certifies that on the date this Amendment is signed by Subscriber there were _____ users (judges, government professionals and total number of attorneys) in Subscriber's organization. Subscriber will immediately notify LN in writing of any change in the number of users, and the monthly commitments stated herein may increase or decrease accordingly. Upon the request of LN, Subscriber will recertify to the current total number of users.

4. ADDITIONAL CHARGES

The following additional charges will apply, unless otherwise indicated.

4.1 Subscriber will pay then current rates for Images, Dun & Bradstreet Reports and Risk Solutions retrieved through the Preferred Services.

4.2 Subscriber may have access to and use of the LN services and features not accessed through the Preferred Services via the Alternate Service. If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Service at the then current undiscounted government rates in addition to the Monthly Commitment.

Subscriber elects access to the Alternate Service

(Initial)

5. CLOSED OFFER

The offer of LN contained herein is valid until _____. In order to implement the terms and conditions contained herein by the first day of a calendar month, LN must receive this signed Amendment by the 15th day of the preceding month.

6. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information act, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the terms and conditions 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.

7. CHANGE OF CIRCUMSTANCES

In the event of a change in Subscriber's organizational structure including, but not limited to, mergers, acquisitions and divestitures, or there is organic growth within the organization, resulting in a significant change in the number of users of the Selected Services covered by this Amendment, Subscriber and LN will renegotiate in good faith to adjust the amounts payable under this Amendment to reflect the change in Subscriber's need for and use of the Selected Services.

8. ADDITIONAL TERMS

8.1 The Participating Billgroups will not be eligible for other discounts or aggregated with use of or charges for other non-participating billgroups.

8.2 For as long as this Amendment remains in effect, the Monthly Subscription Charges otherwise payable by Subscriber under the applicable Price Schedule will be waived.

8.3 Notwithstanding anything to the contrary set forth in the Agreement, the Agreement and this Amendment may not be terminated by Subscriber during the Term, except that this Amendment may be terminated by Subscriber effective (a) as of the date of any increase in the Monthly Commitment, other than an increase pursuant to Section 2.1, provided LN has received at least 10 days notice thereof from Subscriber prior to that date or (b) 10 days after LN receives notice thereof from Subscriber in the event LN discontinues a significant portion of the Materials or features in the Preferred Services pursuant to Section 8.4 below.

8.4 LN may discontinue offering to Subscriber any of the materials or features currently part of the Preferred Services. In the event LN discontinues a significant portion of the Materials or features Subscriber uses in the ordinary course of business, Subscriber may terminate this Amendment at its option pursuant to Section 8.3b above.

8.5 Upon expiration or termination of this Amendment, continued use of the Selected Services by Subscriber will be billed at the then current rates under the applicable Price Schedule.

8.6 All capitalized terms not defined herein will have the meanings given to them in the Agreement, including the applicable Price Schedule.

8.7 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:

SUBSCRIBER

BY: _____

NAME: _____

TITLE: _____

DATE: _____

LexisNexis Group, a division of Reed Elsevier Inc.

BY: _____

NAME: _____ Nancy Schibler
Sr. Pricing Analyst

TITLE: _____

DATE: _____ 6/13/02