Exhibit H: LexisNexis, a division of RELX Inc. | Contractor's Terms & Conditions

NOTICE: THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOUR USE OF THE LEXISNEXIS ONLINE SERVICES.

TERMS & CONDITIONS FOR USE OF THE ONLINE SERVICES
January 1, 2023

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 RELX Inc. and its affiliated companies (collectively "LN"). The terms "you" and "your" in uppercase or lowercase, "Subscriber", "Client", and "Customer" shall mean the Department of General Services, Procurement Division for the State of California ("DGS" or the "State") and authorized users under the DGS or State entering into subscription agreements with LN under the Master Service Agreement as set forth in Exhibit A.

By executing a Subsidiary Agreement with LN, you understand and acknowledge that the content being provided is (i) the sole and exclusive property of LN; and (ii), is subject to certain intellectual property rights owned by, or licensed to, LN (such content and intellectual property rights are collectively referred to as "Contractor IP"). Contractor shall retain all right, title, and interest in Contractor IP and your right to use Contractor IP shall be set forth in these Contractor's Terms and Conditions.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE

1.1. You and your 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 found later in this document. 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 mode of display is not through the Internet, an intranet or other types of networking communication like LANs or 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 this Master Service Agreement and the applicable User Agency subscription agreement;

(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; (2) distribute Authorized Printouts to persons who are not Authorized Users (including by emailing through the functionality of the Online Services) on an occasional, infrequent basis as permitted by applicable copyright law; and (3) store Materials for periods in excess of the periods set forth above to the extent required for legal or regulatory compliance provided all other Materials are purged promptly upon the expiration of this Master Service Agreement or the applicable User Agency subscription agreement; and

(f) 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 or Materials 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 Master Service Agreement.

1.2. To the extent permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms, you and your 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 your 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. RELX Group and the RE symbol are trademarks of RELX Intellectual Properties SA, used under license. Neither you nor your Authorized Users acquire any proprietary interest in the Online Services, Materials, or copies thereof, except the limited rights granted herein.

1.5. Neither you nor your Authorized Users may use the Online Services or Materials in any fashion that infringes the intellectual property rights or proprietary interests of LN or any third party. Your use of the Online Services and Materials must comply with all applicable laws, rules or regulations.

1.6. Neither you nor your Authorized Users may remove or obscure the copyright notice or other notices contained in Materials.

1.7. Neither you nor your Authorized Users may 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 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 this 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 are neither identified on, nor shall you provide access to the Online Services to any individuals or entities identified on, (a) OFAC's list of Specially Designated Nationals ("SDN List"), (b) the UK's HM Treasury's Consolidated List of Sanctions Targets, (c) the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, (d) any other applicable sanctions lists, or (e) any person 50 percent or more owned, directly or indirectly, individually or in the aggregate by a person(s) identified in (a) through (d)*

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. However, prior to LN changing any of the fees/rates set forth in the Master Service Agreement or removing or adding a new product; LN will first notify the State Contract Administrator, with 90 days' prior notice, to assess if an amendment

to the Master Service Agreement is required if such changes are deemed material by the State of California.

2.5. Subject to Section 2.4 above, the Online Services may contain a feature that will allow your Authorized Users to create work folders or work spaces ("Folders") from within research sessions that are associated solely with their respective LN IDs. The Folders are designed to allow your Authorized Users to save copies of Materials made available by LN, as well as links to materials made available on the Internet or other documents that you or your Authorized Users' own or otherwise have the right to upload to Folders. LN represents and warrants that: (a) the Folders will be under the exclusive control of your Authorized Users; and (b) LN will not access or otherwise review the content of Folders without your authorization. Notwithstanding the foregoing, LN may access or disclose the content of Folders to the extent necessary to facilitate features and functions of the Online Services and to comply with contractual and legal obligations including, but not limited to, an administrative or judicial proceeding. Authorized Users are solely responsible for the content of their respective Folders. You represent and warrant that the Authorized Users have the right and authority to upload any and all content to the Folders that is not provided by LN. Authorized Users are prohibited from uploading content to the Folders that is defamatory, libelous, pornographic or obscene, unless such content is reasonably related to professional responsibilities. In addition, Authorized Users are strictly prohibited from uploading content to the Folders that is unlawful or that is considered protected health information under the Health Accountability and Portability Protection Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH). Authorized Users are solely responsible for securing or saving the content of their respective Folders before the expiration or termination of this Master Service Agreement or the applicable User Agency subscription agreement, if desired. LN has no obligation to provide the content of Folders to you or your Authorized Users after the termination of this Agreement. All LN Materials contained in Folders remain subject to the storage limitations and other license terms and restrictions set forth in this Agreement.

3. LIMITED WARRANTY

3.1. LN represents and warrants that it has the right and authority to make the Online Services and Materials available to you and your Authorized Users as authorized expressly in the Master Service 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

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, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

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, third party alliance entities, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or third party alliance entity 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 THIS MASTER SERVICE 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 A PARTY'S OBLIGATIONS OR 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, or copyright 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 this Master Service 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 this Master Service 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, including the Additional Terms may be changed only if such changes are dictated by governmental/regulatory directive or by a content licensor ("Directive"). If any changes are made to these General Terms and Conditions by Directive, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or our Authorized Users but will

apply to all similarly situated LN customers using the Online Services You may terminate the Agreement upon written notice to LN if any change to these General Terms and Conditions by Directive is unacceptable to you. Except as provided above, these General Terms and Conditions may not be supplemented, modified, changed or otherwise revised unless ninety (90) days' notice is provided to the State Contract Administrator and an amendment is signed by duly authorized representatives of both parties.

5.2. LN may temporarily suspend or discontinue providing access to the Online Services to any or all Authorized Users in breach of this Agreement and, if lawfully permissible, will provide the State Contract Administrator with prior notice of such suspension or discontinuation of use for an Authorized User(s) and LN may pursue any other legal remedies available to it.

5.3. RESERVED.

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 this Master Service Agreement without the prior written consent of LN, which consent shall not be unreasonably withheld.

5.6. LN's ability to provide Materials is regulated by a variety of privacy, data protection, and other laws in a variety of jurisdictions ("Data Laws") and by the licenses under which it obtains Materials ("Licenses"). You acknowledge that LN will perform a due diligence review of your account upon registration and that the due diligence review will be heightened if you desire to access sensitive, non-public Materials about individuals. You also acknowledge that LN will perform periodic reviews of you and your Authorized Users' use of Materials subject to Data Laws or Licenses ("Regulated Data") in order to comply with Data Laws and license restrictions, and that the review may include asking you or your Authorized Users to verify that use of Regulated Data was for a permissible purpose. You and your Authorized Users will cooperate with LN in any such due diligence or regulatory review and will promptly produce all relevant records and documentation reasonably requested by LN. All reviews will be at LN's expense. If there is any failure to cooperate with LN, or if any review reveals the lack of a permissible purpose to access Regulated Data, LN may deny access to the Online Services or to Regulated Data. If you fail to cooperate with LN, then LN will notify the State Contract Administrator as soon as lawfully permissible, in respect to a failure to cooperate. However, during any period of non-cooperation and as long as LN is unable to provide Regulated Data to you, to the extent it is based on your non-cooperation, then LN is not under any obligations to reduce the fees to the extent it cannot provide Regulated Data to you.

5.7. If you, any of your Authorized Users, or any person you or your Authorized Users permits to use the Online Services or who gains access through an Authorized User's failure to properly secure his or her LN ID or computer (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

(e) all notifications related to the Security Event will be solely at your expense. *You are responsible for ensuring the legality of the personal data that you or Authorized Users provide to LN for processing. If and to the extent that you or Authorized Users provide personal data to LN for account registration or otherwise, the parties acknowledge that such information will be processed by LN in accordance with the data protection laws and the LexisNexis privacy policy applicable to the Online Services at https://www.lexisnexis.com/global/privacy/privacy-policy.page, except where LN is processing such information on your behalf, the terms of the LexisNexis Data Processing Addendum at https://www.lexisnexis.com/global/privacy/processing-terms.page will apply. If and to the extent that you transfer personal data to LN in a territory outside the originating territory, the LexisNexis Data Transfer Terms at https://www.lexisnexis.com/global/privacy/transfer-terms.page will apply as necessary in respect of such transfer.*

5.8. Omitted

5.9. The Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of Master Service 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 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 Agreement directly on its own behalf as a third party beneficiary.

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These Supplemental Terms for Specific Materials contain terms applicable to certain Materials. You may not have access to all of the Materials referenced herein.

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(b) The products shall not be reproduced, revealed, or made available in whole or in part to anyone (including voluntarily in legal proceedings) else unless required by law. You may retain D&B materials accessed through LexisNexis for up to 12 months, after which you shall immediately delete, destroy or return all originals and copies of such D&B materials, except such materials as you may be required, by applicable law or government regulation for backup purposes - - materials retained for such backup purposes shall not be used for any other purpose and shall be destroyed promptly after the retention period required by such law or regulation expires.

(c) D&B and its third party information providers make no representations or warranties of any kind with respect to the products, including but not limited to, the accuracy, completeness, timeliness, merchantability or fitness for a particular purpose of the products or of the media on which the product is provided and you agree that D&B and its third party information providers shall not be liable to you for any loss or injury arising out of or caused, in whole or in part, by negligent acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the products.

(d) You agree that D&B and its third party information providers will not be liable for consequential, incidental, special, punitive or other indirect damages, even if advised of the possibility of such damages. You also agree that D&B's and its third party information providers' aggregate liability, if any, for any and all losses or injuries to you arising out of any acts or omissions of D&B and its third party information providers in connection with a particular order or service, regardless of the cause of the loss or injury (including negligence) and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the amount paid by you for the products or $5000, whichever is greater, and you covenant and promise not to sue D&B and its third party information providers for an amount greater than such sum.

(e) D&B does not guarantee that certain marketing information collected on individual business contacts meets the requirements of any applicable local, state, federal or international law, rule or regulation related to its usage including, but not limited to, wireless suppression lists, wireless domain lists, commercial e-mail laws, telemarketing laws and "Do-Not-Call" lists. Certain marketing information collected on individual business contacts has not been obtained directly from the data subjects and the data subjects have not opted in or otherwise expressly consented to having their information sold for marketing purposes.

(f) You acknowledge and agree that the products are proprietary to D&B and comprise: (a) works of original authorship, including compiled information containing D&B's selection, arrangement and coordination and expression of such information or pre-existing material it has created, gathered or assembled; (b) confidential and trade secret information; and (c) information that has been created, developed and maintained by D&B at great expense of time and money, such that misappropriation or unauthorized use by others for commercial gain would unfairly or irreparably harm D&B. You agree that you will not commit or permit any act or omission by your agents, employees, or any third party that would impair D&B's copyright or other proprietary and intellectual rights in the products. You will not use any D&B trade names, trademarks, service marks or copyrighted materials in listings or advertising in any manner without the prior written approval of D&B.

13. Dun & Bradstreet Limited (formerly ICC Databases)

1. You may use the Dun & Bradstreet Limited supplied data, information and services for research purposes only, and may not publish, reproduce, reprint, broadcast or otherwise make available or sell any material contained in said data, information or services whether in hardcopy, electronically transmitted or any other form, and whether for commercial, educational or other purpose, other than your own internal purposes.
2. Dun & Bradstreet Limited uses extensive procedures to ensure that its data, information and services contain a fair representation or interpretation of the original material from which the data, information and services were drawn, but Dun & Bradstreet Limited shall not for any reason whatsoever be held responsible for any damage, loss, cost, claim or expense incurred by you as a result of your use or reliance upon, or interpretation of, any material contained in the data, information or services.

14. Experian Data – Applicable Only To Those Subscribers Who Have Access to GLBA Regulated Credit Header Data

<u>VIN Gateway Services Direct Auto Market Restrictions</u>

In no event may you or any of your Authorized Users sell, license or otherwise provide any VIN Gateway Services or LN products or services using the VIN Gateway Data to any entity that is engaged in any of the following business activities: (i) vehicle dealers; (ii) vehicle original equipment manufacturers; (iii) vehicle auction companies; (iv) automotive portals, or (vii) automotive aftermarket suppliers, including the sales and marketing functions of such companies ("Direct Auto Market"), except to the following departments of such entities: (i) the legal, collections, human resources or other corporate support departments/functions of such Direct Auto Market companies, (ii) financial institutions, or (iii) automobile finance companies. Additionally, use of the VIN Gateway Data for any of the following purposes is prohibited:

A. Recall/Advisory Activities: Using VIN Gateway Data to identify specific vehicle owners' names and addresses (typically all owners linked to a range of VIN numbers) for the purpose of notifying them of a product recall or safety advisory issued by an auto manufacturer, supplier or agent.
B. Warranty Activities: Using VIN Gateway Data to identify specific records, (e.g. odometer readings, transfer of ownership) associated with a VIN number to identify whether or not a vehicle is still under warranty and providing this determination to, or in connection with, motor vehicle manufacturers, independent warranty or service contract providers.
C. Customer Surveys: Using VIN Gateway Data to identify owners of a specific make, model and/or category of vehicles for the purpose of conducting primary consumer research (e.g. telephone interviews, mail surveys) to determine consumer automobile preferences and /or vehicle purchasing trends.
D. Vehicle Statistics: Using VIN Gateway Data to compile periodic new and/or used vehicle statistics (e.g. recent sales, vehicles in operation) by geography, vehicle classification, dealer, lender, and/or make/model for the purpose of automobile market share reporting for manufacturers and dealer, indirect lending market share reporting for automotive lenders, retail site planning, promoting automotive brands or dealerships to consumers, and/or dispute resolution between retailers and manufacturers.
E. Share of Garage Analysis: Using VIN Gateway Data to determine the current vehicles owned by an individual, household or group for the purposes of market research or direct marketing, or determining vehicle purchasing patterns over time (e.g. frequency of purchases, loyalty to specific brands).
F. Vehicle Ownership Profiles/Modeling: Using VIN Gateway Data to build direct marketing models for the purpose of promoting vehicles and auto financing products to consumers.
G. Vehicle History Reports: Augmenting VIN Gateway Data with accident data, odometer readings, emission readings or state issued vehicle brand data for the purpose of developing a 'Vehicle History Report' competing against AutoCheck and CARFAX by providing vehicle valuations to potential buyers, seller, dealers, Original Equipment Manufacturers, auction houses or financers of automobiles. This in no way limits use of the VIN Gateway Data to verify the vehicles owned by a consumer or business or to assess the value of vehicles during the process of underwriting, policy auditing, adjusting, examining or settling of a property claim. Furthermore, Subscriber shall not provide, sell or license the branded title indicator or lease/lienholder information to any End User/Distributor outside of the insurance industry.
H. Fleet Marketing: Using VIN Gateway Data for the purpose of direct marketing to identify and target businesses who own vehicle fleets.
I. Direct Marketing: Using the Licensed Data for direct marketing activities such as direct mail or telemarketing.
J. OEM/AOT: Using VIN Gateway Data for removal of non-owner records of original equipment manufacturers or in connection with providing services to motor vehicle manufacturers.
K. Dealer Audit: Using VIN Gateway Data in connection with original equipment manufacturer performance monitoring of auto vehicles or dealers.
L. Modeling: VIN Gateway Data shall not be resold or sublicensed for modeling purposes. Resale of any result derived from a model is not prohibited.

Access Security Requirements for GLB 5A Data (Fully Displayed or Truncated Social Security Number Information Retrieved from Credit Header Data)

The following information security controls are required to reduce unauthorized access to consumer information. It is your responsibility to implement these controls. If you do not understand these requirements or need assistance, it is your responsibility to get an outside service

provider to assist you. Experian reserves the right to make changes to these Access Security Requirements without prior notification. The information provided herewith provides minimum baselines for information security.

In accessing GLBA 5A Data, you agree to follow these Experian security requirements. These requirements are applicable to all systems and devices used to access, transmit, process, or store Experian data.

M. Implement Strong Access Control Measures

1. If using third party or proprietary systems to access the LexisNexis Online Services, ensure that the access must be preceded by authenticating users to the application and/or system (e.g. application based authentication, Active Directory, etc.) utilized for accessing LexisNexis data/systems.
2. If the third party or third party software or proprietary system or software, used to access the LexisNexis Online Services, is replaced or no longer in use, the passwords should be changed immediately.
3. Create a unique user ID for each user to enable individual authentication and accountability for access to the Online Services. Each user must also have a unique logon password.
4. Develop strong passwords that are:
   - Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters);
   - Contain a minimum of eight (8) alphabetic and numeric characters for standard user accounts;
   - For interactive sessions (i.e. non system-to-system) ensure that passwords/passwords are changed periodically or that enhancements such as multi-factor authentication are implemented (every 90 days is recommended)
5. Passwords (e.g. user/account password) must be changed immediately when:
   - Any system access software is replaced by another system access software or is no longer used
   - The hardware on which the software resides is upgraded, changed or disposed without being purged of sensitive information
   - Any suspicion of password being disclosed to an unauthorized party (see section D.3 for reporting requirements)

   It is understood that the practice of encryption of sensitive data at rest will be implemented in the year 2017 for you, it being understood that in the meantime you shall implement other compensating controls when the data is at rest, including physical security, access controls, or vulnerability assessments
6. Ensure that passwords are not transmitted, displayed or stored in clear text; protect all end user (e.g. internal and external) passwords using, for example, encryption or a cryptographic hashing algorithm also known as “one-way” encryption. When using encryption, ensure that strong encryption algorithms are utilized (e.g. AES 256 or above).
7. Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations. Systems should be manually locked before being left unattended.
8. Active logins to credit information systems must be configured with a 30-minute inactive session timeout.
9. You must NOT install Peer-to-Peer file sharing software on systems used to access, transmit or store Experian data
10. Ensure that Subscriber’s employees do not access their own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose

11. Implement physical security controls to prevent unauthorized entry to Subscriber's facility and access to systems used to obtain credit information. Ensure that access is controlled with badge readers, other systems, or devices including authorized lock and key.

N. Maintain a Vulnerability Management Program Implement Strong Access Control Measures
   1. Keep operating system(s), firewalls, routers, servers, personal computers (laptops and desktops) and all other systems current with appropriate system patches and updates.
   2. Configure infrastructure such as firewalls, routers, servers, tablets, smart phones, personal computers (laptops and desktops), and similar components to industry standard security practices, including disabling unnecessary services or features, and removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
   3. Implement and follow current best security practices for computer virus detection scanning services and procedures: Use, implement and maintain a current, commercially available anti-virus software on all systems, if applicable anti-virus technology exists. Anti-virus software deployed must be capable to detect, remove, and protect against all known types malicious software such as viruses, worms, spyware, adware, Trojans, and root-kits.
      Ensure that all anti-virus software is current, actively running, and generating audit logs; ensure that anti-virus software is enabled for automatic updates and performs scans on a regular basis.
      If you suspect an actual or potential virus infecting a system, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.

O. Protect Data
   1. Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
   2. Experian data is classified Confidential and must be secured to in accordance with the requirements mentioned in this document at a minimum.
   3. Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
   4. Encrypt all Experian data and information when stored electronically on any system including but not limited to laptops, tablets, personal computers, servers, databases using strong encryption such as AES 256 or above. An alternative to encryption at rest is compensating controls designed to mitigate the risk of data exposure.
   5. Experian data must not be stored locally and permanently on smart tablets and smart phones such as iPads, iPhones, Android based devices, etc.
   6. When using smart tablets or smart phones to access Experian data, ensure that such devices are protected via device pass-code
   7. Applications utilized to access Experian data via smart tablets or smart phones must protect data while in transmission using an industry-recognized, strong, encryption method.
   8. Only open email attachments and links from trusted sources and after verifying legitimacy.
   9. When no longer in use, ensure that hard-copy materials containing Experian data are crosscut shredded, incinerated, or pulped such that there is reasonable assurance the hard-copy materials cannot be reconstructed.
   10. When no longer in use, electronic media containing Experian data is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).

P. Maintain an Information Security Policy

1. Suitable to complexity and size of the organization, establish and publish information security and acceptable user policies identifying user responsibilities and addressing requirements in line with this document and applicable laws and regulations.
2. The FACTA Disposal Rules requires that Subscriber implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
3. Implement and maintain ongoing mandatory security training for those who have access to Experian information and awareness sessions for all staff to underscore the importance of security in the organization.
4. When using third party service providers (e.g. application service providers) to access, transmit, store or process Experian data, ensure that service provider is compliant with the Experian Independent Third Party Assessment (EI3PA) program, and registered in Experian's list of compliant service providers. If the service provider is in the process of becoming compliant, it is Subscriber's responsibility to ensure the service provider is engaged with Experian and an exception is granted in writing. Approved certifications in lieu of EI3PA can be found in the Glossary section.

Q. Build and Maintain a Secure Network
1. Protect Internet connections with dedicated, industry-recognized firewalls that are configured and managed using industry best security practices.
2. Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
3. Administrative access to firewalls and servers must be performed through a secure internal wired connection or over a secured private network only.
4. Any stand-alone computers that directly access the Internet must have a desktop firewall deployed that is installed and configured to block unnecessary/unused ports, services, and network traffic.
5. Change vendor defaults including but not limited to passwords, encryption keys, SNMP strings, and any other vendor defaults.
6. For wireless networks connected to or used for accessing or transmission of Experian data, ensure that networks are configured and firmware on wireless devices updated to support strong encryption (for example, IEEE 802.11i) for authentication and transmission over wireless networks.
7. When using service providers (e.g. software providers) to access LexisNexis systems, access to third party tools/services must require multi-factor authentication.

R. Regularly Monitor and Test Networks
1. Perform regular tests on information systems that serve Experian data and are exposed to the Internet (port scanning, virus scanning, internal/external vulnerability scanning). Ensure that issues identified via testing are remediated according to the issue severity (e.g. fix critical issues immediately, high severity in 15 days, etc.)
2. Ensure that audit trails are enabled and active for systems and applications used to access, store, process, or transmit Experian data; establish a process for linking all access to such systems and applications. Ensure that security policies and procedures are in place to review security logs on daily or weekly a periodic basis and that follow-up to exceptions is required.
3. Use current best practices to protect telecommunications systems and any computer system or network device(s) used to provide Services hereunder to access LexisNexis systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by: protecting against intrusions; securing the computer systems and network devices; and protecting against intrusions of operating systems or software.

S. Mobile and Cloud Technology

1. Storing Experian data permanently on mobile devices is prohibited. Any exceptions must be obtained from Experian in writing; additional security requirements will apply.
2. Mobile applications development must follow industry known secure software development standard practices such as OWASP and OWASP Mobile Security Project adhering to common controls and addressing top risks.
3. Mobile applications development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.
4. Mobility solution server/system should be hardened in accordance with industry and vendor best practices such as Center for Internet Security (CIS) benchmarks, NIS, NSA, DISA and/or other.
5. Mobile applications and data shall be hosted on devices through a secure container separate from any personal applications and data. See details below. Under no circumstances is Experian data to be exchanged between secured and non-secured applications on the mobile device.
6. In case of non-consumer access, that is, commercial/business-to-business (B2B) users accessing Experian data via mobile applications (internally developed or using a third party application), ensure that multi-factor authentication and/or adaptive/risk-based authentication mechanisms are utilized to authenticate users to application.
7. When using cloud providers to access, transmit, store, or process Experian data ensure that:
   Appropriate due diligence is conducted to maintain compliance with applicable laws and regulations and contractual obligations
   Cloud providers must have gone through independent audits and are compliant with one or more of the following standards, or a current equivalent as approved/recognized by Experian: ISO 27001
   PCI DSS
   EI3PA
   SSAE 16 – SOC 2 or SOC3
   FISMA
   CAI / CCM assessment

T. General

1. No more than once per year, at Experian's expense, Experian will have the right to audit the security mechanisms Subscriber maintains to safeguard access to Experian information, systems and electronic communications. Audits may include examination of systems security and associated administrative practices. Audits shall be reasonable in scope and duration.
2. In cases where Subscriber is accessing Experian information and systems via third party software, Subscriber agrees to make available to LN upon request, audit trail information and management reports generated by the vendor software, regarding Subscriber individual authorized users.
3. Subscriber shall be responsible for and ensure that third party software, which accesses the LexisNexis Online Services, is secure, and protects this vendor software against unauthorized modification, copy and placement on systems which have not been authorized for its use.
4. Subscriber shall conduct software development (for software which accesses LexisNexis information systems; this applies to both in-house or outsourced software development) based on the following requirements: Software development must follow industry known secure software development standard practices such as OWASP adhering to common controls and addressing top risks.

Software development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.
Software solution server/system should be hardened in accordance with industry and vendor best practices such as Center for Internet Security (CIS) benchmarks, NIS, NSA, DISA and/or other

5. Under Section H.1 above, reasonable access to audit trail reports of systems utilized to access the Online Services shall be made available to LexisNexis upon request, for example during breach investigation or while performing audits.
6. Data requests must include the IP address of the device from which the request originated (i.e., the requesting client's IP address), where applicable.
7. Subscriber shall report actual security violations or incidents that impact Experian data to LexisNexis within twenty-four (24) hours or per agreed contractual notification timeline. Subscriber agrees to provide notice to LexisNexis of any confirmed security breach that may involve data related to the contractual relationship, to the extent required under and in compliance with applicable law. Telephone notification is preferred at 888-872-5375, Email notification will be sent to Security.investigations@lexisnexis.com.
8. Subscriber acknowledges and agrees that Subscriber (a) has received a copy of these requirements, (b) has read and understands its obligations described in the requirements, (c) will communicate the contents of the applicable requirements contained herein, and any subsequent updates hereto, to all employees that shall have access to the Experian data through the Online Services, and (d) will abide by the provisions of these requirements when accessing Experian data.
9. Subscriber understands that its use of the Online Services and computing resources may be monitored and audited by LexisNexis, without further notice.
10. Subscriber acknowledges and agrees that it is responsible for all activities of its employees/Authorized Users, and for assuring that mechanisms to access the Online Services and data are secure and in compliance with its LexisNexis agreement.
11. When using third party service providers to access, transmit, or store Experian data, additional documentation may be required by LexisNexis.

U. General requirements:

1. Subscriber shall designate an employee to be its Head Security Designate, to act as the primary interface with LexisNexis on systems access related matters. Subscriber's Head Security Designate will be responsible for establishing, administering and monitoring all Authorized User's access to the Online Services which are delivered over the Internet ("Internet access"), or approving and establishing Security Designates to perform such functions.
2. Subscriber's Head Security Designate or other Security Designates shall in turn review all employee requests for Internet access approval. The Head Security Designate or its Security Designate shall determine the appropriate access to each LexisNexis product based upon the legitimate business needs of each employee. LexisNexis reserves the right to terminate any accounts it deems a security threat to its systems and/or consumer data.
3. Unless automated means become available, Subscriber shall request employee's (Internet) access via the Head Security Designate/Security Designate. Those employees approved by the Head Security Designate or Security Designate for Internet access ("Authorized Users") will be individually assigned unique access identification accounts ("User ID") and passwords/passphrases (this also applies to the unique Server-to-Server access IDs and passwords/passphrases). LexisNexis' approval of requests for (Internet) access may be granted or withheld in its sole discretion. LexisNexis may add to or change its requirements for granting (Internet) access to the services at

any time (including, without limitation, the imposition of fees relating to (Internet) access upon reasonable notice to Subscriber), and reserves the right to change passwords/passphrases and to revoke any authorizations previously granted. Note: Partially completed forms and verbal requests will not be accepted.

4. An officer of Subscriber agrees to notify LexisNexis in writing immediately if it wishes to change or delete any employee as a Head Security Designate, Security Designate, or Authorized User; or if the identified Head Security Designate, Security Designate or Authorized User is terminated or otherwise loses his or her status as an Authorized User.

V. Roles and Responsibilities

1. Subscriber agrees to identify an employee it has designated to act on its behalf as a primary interface with LexisNexis on systems access related matters. This individual shall be identified as the "Head Security Designate." The Head Security Designate can further identify a Security Designate(s) to provide the day to day administration of the Authorized Users. Security Designate(s) must be an employee and a duly appointed representative of the Subscriber and shall be available to interact with LexisNexis on information and product access, in accordance with these Experian Access Security Requirements for LexisNexis End-Users. Subscriber's duly authorized representative (e.g. contracting officer, security manager, etc.) must authorize changes to Subscriber's Head Security Designate. The Head Security Designate will submit all requests to create, change or lock Security Designate and/or Authorized User access accounts and permissions to LexisNexis' systems and information. Changes in Head Security Designate status (e.g. transfer or termination) are to be reported to LexisNexis immediately or the Head Security Designate's access terminated.
2. The Head Security Designate is acting as the duly authorized representative of Subscriber.
3. The Security Designate may be appointed by the Head Security Designate as the individual that Subscriber authorizes to act on behalf of the business in regards to LexisNexis product access control (e.g. request to add/change/remove access). Subscriber can opt to appoint more than one Security Designate (e.g. for backup purposes). Subscriber understands that the Security Designate(s) it appoints shall be someone who will generally be available during normal business hours and can liaise with LexisNexis' Security Administration group on information and product access matters.
4. The Head Designate shall be responsible for notifying their corresponding LexisNexis representative in a timely fashion of any Authorized User accounts (with their corresponding privileges and access to application and data) that are required to be terminated due to suspicion (or actual) threat of system compromise, unauthorized access to data and/or applications, or account inactivity.

W. Designate

1. Must be an employee and duly appointed representative of Subscriber, identified as an approval point for Subscriber's Authorized Users.
2. Is responsible for the initial and on-going authentication and validation of Subscriber's Authorized Users and must maintain current information about each (phone number, valid email address, etc.).
3. Is responsible for ensuring that proper privileges and permissions have been granted in alignment with Authorized User's job responsibilities.
4. Is responsible for ensuring that Subscriber's Authorized Users are authorized to access LexisNexis products and services.
5. Must disable Authorized User ID if it becomes compromised or if the Authorized User's employment is terminated by Subscriber.

6. Must immediately report any suspicious or questionable activity to LexisNexis regarding access to LexisNexis' products and services
7. Shall immediately report changes in their Head Security Designate's status (e.g. transfer or termination) to LexisNexis.
8. Will provide first level support for inquiries about passwords/passphrases or IDs requested by your Authorized Users.
9. Shall be available to interact with LexisNexis when needed on any system or user related matters.

Glossary

Term	Definition
Computer Virus	A Computer Virus is a self-replicating computer program that alters the way a computer operates, without the knowledge of the user. A true virus replicates and executes itself. While viruses can be destructive by destroying data, for example, some viruses are benign or merely annoying.
Confidential	Very sensitive information. Disclosure could adversely impact your company.
Encryption	Encryption is the process of obscuring information to make it unreadable without special knowledge.
Firewall	In computer science, a Firewall is a piece of hardware and/or software which functions in a networked environment to prevent unauthorized external access and some communications forbidden by the security policy, analogous to the function of Firewalls in building construction. The ultimate goal is to provide controlled connectivity between zones of differing trust levels through the enforcement of a security policy and connectivity model based on the least privilege principle.
Information Lifecycle	(Or Data Lifecycle) is a management program that considers the value of the information being stored over a period of time, the cost of its storage, its need for availability for use by authorized users, and the period of time for which it must be retained.
IP Address	A unique number that devices use in order to identify and communicate with each other on a computer network utilizing the Internet Protocol standard (IP). Any All participating network devices - including routers, computers, time-servers, printers, Internet fax machines, and some telephones - must have its own unique IP address. Just as each street address and phone number uniquely identifies a building or telephone, an IP address can uniquely identify a specific computer or other network device on a network. It is important to keep your IP address secure as hackers can gain control of your devices and possibly launch an attack on other devices.
Peer-to-Peer	A type of communication found in a system that uses layered protocols. Peer-to-Peer networking is the protocol often used for reproducing and distributing music without permission.
Router	A Router is a computer networking device that forwards data packets across a network via routing. A Router acts as a junction between two or more networks transferring data packets.
Spyware	Spyware refers to a broad category of malicious software designed to intercept or take partial control of a computer's operation without the consent of that machine's owner or user. In simpler terms, spyware is a type of program that watches what users do with their computer and then sends that information over the internet.

Experian Independent Third-Party Assessment Program	The Experian Independent 3rd Party Assessment is an annual assessment of an Experian LexisNexis' ability to protect the information they purchase from Experian. EI3PA℠ requires an evaluation of a LexisNexis' information security by an independent assessor, based on requirements provided by Experian. EI3PA℠ also establishes quarterly scans of networks for vulnerabilities.
ISO 27001 27002	IS 27001 is the specification for an ISMS, an Information Security Management System (it replaced the old BS7799-2 standard) The ISO 27002 standard is the rename of the ISO 17799 standard, and is a code of practice for information security. It basically outlines hundreds of potential controls and control mechanisms, which may be implemented, in theory, subject to the guidance provided within ISO 27001.
PCI DSS	The Payment Card Industry Data Security Standard (PCI DSS) is a proprietary information security standard for organizations that handle cardholder information for the major debit, credit, prepaid, e-purse, ATM, and POS cards.
SSAE 16 SOC 2, SOC3	Statement on Standards for Attestation Engagements (SSAE) No. 1 SOC 2 Report on Controls Related to Security, Availability, Processing Integrity, Confidentiality, and Privacy. The SOC 3 Report, just like SOC 2, is based upon the same controls as SOC 2, the difference being that a SOC 3 Report does not detail the testing performed (it is meant to be used as marketing material).
FISMA	The Federal Information Security Management Act (FISMA) is United States legislation that defines a comprehensive framework to protect government information, operations and assets against natural or man-made threats. FISMA was signed into law part of the Electronic Government Act of 2002.
CAI /CCM	Cloud Security Alliance Consensus Assessments Initiative (CAI) was launched to perform research, create tools and create industry partnerships to enable cloud computing assessments. The Cloud Security Alliance Cloud Controls Matrix (CCM) is specifically designed to provide fundamental security principles to guide cloud vendors and to assist prospective cloud customers in assessing the overall security risk of a cloud provider.

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

2.5. Proprietary Rights

2.5.1. The Product and Materials and any copyrights, trademarks, patents, intellectual property rights and other proprietary rights in and to the Product and Materials are owned by LN and its contractors and content suppliers. Customer acquires no proprietary interest in the Product, Materials, or copies thereof.

3. Pricing; Payment

3.1. Pricing listed in this Agreement does not include any applicable taxes, which shall also be due from Customer (if applicable).

3.2. Customer will have the time set forth Exhibit B of the MSA to pay each invoice.

3.3. In the event Customer is a government agency or body, this is a multi-year contract, and sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, LN may terminate this Agreement effective on the last day of the last Order Period that was funded by providing Customer with at least 10 days prior written notice. Customer will not be obligated to make payments for services or amounts incurred after the end of the last funded fiscal period. No penalty or expense shall accrue to Customer in the event this provision becomes effective.

4. Term and Termination

4.1. The term of this Agreement will begin on the first day of the first Order Period specified above and will end on the last day of the last Order Period ("Term").

4.2. Customer may not terminate this Agreement under any terms related to the Products provided during the Term; provided however, either party may terminate this Agreement during the Term for a material breach by the other, and if LN terminates then LN will refund to the Customers any pre-paid fees already paid by Customer to LN that pertain to services that are after the effective date of termination. Prior to exercising such right of termination, the non-breaching party must first provide the breaching party with 30 days prior written notice setting forth with specificity the nature of the breach. If such breach remains uncured 30 days after the aforementioned breach notice is given, the non-breaching party may terminate immediately upon written notice. If Customer terminates this Agreement pursuant to this Section, then Customer will pay all charges incurred up to the date of termination.

4.3. LN may terminate this Agreement immediately upon written notice to Customer in the event: (i) any subcontracting agreement between LN and its third party suppliers expires or is terminated, (ii) any LN supplier becomes insolvent or makes an assignment for the benefit of creditors, or (iii) any LN supplier is unable or fails to perform the services that are required in order for LN to perform their obligations

hereunder. Notwithstanding anything to the contrary in this Agreement, LN may suspend or discontinue providing the Product to Customer or its Authorized Users (in whole or part) without notice and pursue any other remedy legally available to it if Customer fails to comply with any of Customer's obligations hereunder

5. Warranties; Liabilities/Remedies

5.1. LN represents and warrants that it has the right and authority to make the Products available to Customer and its Authorized Users as authorized expressly by this Agreement.

5.2. EXCEPT AS OTHERWISE PROVIDED IN SECTION 5.1, THE PRODUCTS 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, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING. LN DOES NOT WARRANT THE ACCURACY, RELIABILITY OR CURRENTNESS OF THE MATERIALS.

5.3. 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 Products or any Materials available or not included therein, (b) the unavailability or interruption of the Products or any features thereof or any Materials, (c) Customer's or an Authorized User's use of the Product or Materials regardless of whether Customer received any assistance from a Covered Party in using the Product or Materials), (d) the loss or corruption of any data or equipment in connection with the Product, (e) the content, accuracy, or completeness of Materials, all regardless of whether Customer or an Authorized User received assistance in the use of the Product or Materials from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content referred to in the Materials.

5.4. "Covered Party" means (a) LN, its affiliates including Matthew Bender, and any officer, director, employee, subcontractor, agent, successor, or assign of LN 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.

5.5. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF OR RELATING TO THE PRODUCTS OR MATERIALS OR THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, WHETHER IN ONE CLAIM OR IN MULTIPLE CLAIMS, EXCEED THE LESSER OF CUSTOMER'S ACTUAL DIRECT DAMAGES OR THE AMOUNT CUSTOMER PAID FOR THE PRODUCT IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. CUSTOMER'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH CUSTOMER OR ITS AUTHORIZED USERS MAY HAVE AGAINST ANY COVERED PARTY.

5.6. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COVERED PARTIES SHALL NOT BE LIABLE (WHETHER RELATED TO STATUTE, TORT, STRICT LIABILITY, CONTRACT, BREACH OF WARRANTY OR OTHERWISE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, EVEN IF A COVERED PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING

IN CONNECTION WITH THE PRODUCT, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO OBLIGATIONS OR CUSTOMER'S (AND ITS AUTHORIZED USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO LN OR ITS THIRD PARTY SUPPLIERS.

5.7. LN ALSO SHALL NOT BE LIABLE FOR, AND SHALL BE EXCUSED FROM, ANY FAILURE TO PERFORM OR DELAY IN PERFORMANCE DUE TO CAUSES BEYOND THEIR REASONABLE CONTROL, INTERRUPTIONS OF POWER OR TELECOMMUNICATIONS SERVICES, ACT OF WAR, TERRORISM OR NATURE, GOVERNMENTAL ACTIONS, FIRE, FLOOD, NATURAL DISASTERS OR SIMILAR EVENTS.

5.8. If there is a breach of the warranty in Section 5.1 above, then LN at its option and expense, shall either defend or settle any action and hold Customer harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark or copyright infringement related to use of the Products or Materials, asserted against Customer by such third party (excluding any decisions or advice made or given as a result of the use of or reliance upon the Materials) provided: (i) all use of the Products and Materials was in accordance with this Agreement; (ii) the claim, cause of action or infringement was not caused by Customer or its Authorized Users; (iii) Customer gives LN prompt notice of any such claim; and (iv) Customer gives LN the right to solely control and direct the investigation, defense and settlement of each such claim. Customer, at LN's expense, shall reasonably cooperate with LN in connection with the foregoing.

5.9. Should the Product or the operation thereof or Materials become, or in the opinion of LN be likely to become, the subject of a claim of infringement, Customer shall permit LN, at its sole option and expense, either (i) to procure for Customer the right to continue using the Product or Materials, (ii) to replace or modify the same so that it becomes non-infringing; or (iii) terminate Customer's use of the Product (thus, terminating the portion of this Agreement related to the related Product) upon notice to Customer and grant Customer a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

5.10. The provisions of Sections 5.8 and 5.9 shall constitute Customer and its Authorized Users sole and exclusive remedy for the respective matters specified therein.

5.11. LN shall have no responsibility to Customer under this Section 5 with respect to any use of the Products or Materials in a manner not authorized by this Agreement; or for any abuse or modification of the Products or Materials by Customer or its Authorized Users.

5.12. Customer, at its expense, shall defend, or at its option, settle and hold LN harmless for any action or proceeding of any kind or description based upon a third party's claim arising from or related to employees or inmate's use or misuse of the Product or any other online service the employees or inmates are able to access via the Product provided (i) the claim or cause of action was not caused by LN; (ii) Customer is given prompt notice of any such claim; and (iii) Customer is given the right to control and direct the investigation, defense and settlement of each such claim to the fullest extent permitted by law. LN, at the expense of Customer, shall reasonably cooperate with Customer in connection with the foregoing. If notified promptly in writing of any claim, demand or a judicial action brought against LN based on an allegation the employees or inmate's use or misuse of the Product or any other online services accessed via the Product constituted the claim, injury or cause of action, then Customer will pay all costs, including reasonable attorneys' fees, associated with resolving such claim and will pay the judgment or settlement amount (if any).

5.13. On an annual basis, and upon 10 days written notice from LN, Customer will reasonably cooperate with LN to audit to ensure that the Customer's and its Authorized User's requirements under this Agreement are being fulfilled. Any audit will be during Customer's normal business hours and at a mutually agreeable date and time and will be conducted in a manner such that it shall not unreasonably impact Customer's business operations.

6. Miscellaneous

6.1. Reserved

6.2. If LN accepts an order for a Product on a purchase order issued by Customer ("PO"), the terms and conditions of the PO are for Customer's internal purposes only and shall in no way modify or affect the terms of this Agreement.

6.3. Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed physically on or near, or electronically in, the Product. Furthermore, this 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. 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.

6.4. This agreement may be changed from time to time only if such changes are dictated by governmental/regulatory directive or by a content licensor ("Directive"). For all other provisions in this Agreement, LN will notify the State Contract Administrator, providing 90 days' notice, to assess if an amendment is necessary to the Master Service Agreement. If any changes are made to this Agreement by Directive, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you but will apply to all similarly situated LN customers using these services. You may terminate the Agreement upon written notice to LN if any changes to this Agreement by Directive are unacceptable to you. Except as provided above, this Agreement may not be supplemented, modified or otherwise revised unless ninety (90) days' notice is provided to the State Contract Administrator and an amendment is signed by duly authorized representatives of both parties.

6.5. The sections of this Agreement that by their nature survive termination or expiration of this Agreement shall so survive termination or expiration of the Agreement.

6.6. The failure of LN or any third party supplier 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.

6.7. 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.

6.8. This agreement shall be governed by and construed in accordance with the laws of the State of California regardless of the law that might otherwise apply under applicable principles of conflicts of law.

6.9. This Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this 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 this Agreement.

6.10. Neither Customer nor any Authorized User may assign rights or delegate duties under this Agreement without the prior written consent of LN, which consent shall not be unreasonably withheld. This Agreement and pricing herein is preferred pricing that is based on the overall characteristics that the listed customer has represented and the Products and Materials subscribed to hereunder. This Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

ADDITIONAL TERMS FOR DP-TYPE PRODUCTS

The following terms are additional terms for the implementation of DP-Type Products. For DP-Type Products, the terms for all Products in the additional corresponding section above also apply. If there is a conflict between the below terms and any other terms in this Agreement for this particular DP-Product, the below terms will control. LN and Matthew Bender & Company, Inc. ("MB") provide DP-type Products.

I. Preliminary Definitions (other definitions elsewhere herein)

I.1. "Product" includes the Distributed Product (or "DP") that includes the Materials and the Distributed Media on or through which the Materials are provided to the Customer by LN/MB.

I.2. "Distributed Media" means the set of one or more DVDs and/or External Hard Drives provided by LN/MB to Customer that contains the Materials.

II. DP-Type Service

II.1. During the Term, LN/MB will provide Customer and its Authorized Users with access to and use of the Product. The number of copies of the Product and the delivery locations for such Product are set forth above.

II.2. LN/MB will use reasonable efforts to update the Distributed Media on monthly or quarterly basis (depending upon the materials).

II.3. Customer understands and acknowledges that LN/MB may use one or more of its approved subcontractors to install any Kiosk Prison Solution ordered.

III. Pricing; Payment

III.1. In exchange for access to and use of the Distributed Media, Customer will pay LN/MB the charges set forth above, which includes all charges for shipping and handling.

III.2. MB will serve as LN's billing agent during the Term. MB will provide Customer with one consolidated invoice for the Distributed Media which shall be provided to Customer as set forth above. Customer will pay the commitments to MB and MB will remit to LN that portion of the commitments that is due to LN under this Agreement.

IV. Termination

IV.1. Upon termination of this Agreement, at the direction of LN/MB, Customer will either cease all use of and destroy the Distributed Media, or return the Distributed Media to LN/MB at LexisNexis, 701 East Water Street, Charlottesville, Virginia 22902, or such other address as LN/MB may direct.

V. Warranties; Liabilities/Remedies; other

V.1. CUSTOMER'S EXCLUSIVE REMEDY AND LN/MB'S SOLE OBLIGATION WITH RESPECT TO DEFECTIVE DISTRIBUTED MEDIA WILL BE THE RIGHT TO RETURN THE DEFECTIVE DISTRIBUTED MEDIA FOR A REPLACEMENT COPY AT NO ADDITIONAL CHARGE.

V.2. ALL REFERENCES IN THE “ADDITIONAL TERMS FOR ALL PRODUCTS” SECTION ABOVE TO LN SHALL BE READ AS LN/MB AS IT RELATES TO THE DP-TYPE PRODUCTS.

ADDITIONAL TERMS FOR OS-TYPE PRODUCTS

The following terms are additional terms for the implementation of OS-Type Products. For OS-Type Products, the terms for all Products in the additional corresponding section above also apply. If there is a conflict between the below terms and any other terms in this Agreement for this particular OS-Product, the below terms will control. LexisNexis, a division of RELX Inc. ("LN") provides OS-type Products.

A. Preliminary Definitions (other definitions elsewhere herein)

A.1. "Product" includes the service (or "OS") that includes the Materials and the Online Services on or through which the Materials are provided to the Customer by LN.

A.2. "Online Services" means the online services provided by LN to Customer that contains the Materials.

B. Additional License Terms for types of OS Access

B.1. STAFF ACCESS (additional terms for Staff on Behalf of Inmates access <u>and</u> Staff Only access, as may be provided pursuant to this Agreement)

B.1.1. This Section B.1 relates only to the Customer's Billgroups and locations (the "Staff on Behalf of Inmates Participating Billgroups," the "Staff Only Participating Billgroups," collectively, the "Staff Participating Billgroups") set forth in this Agreement and the Authorized Users under the Staff Participating Billgroups.

B.1.2. For Staff Participating Billgroups, an "Authorized User" is further restricted to mean only individuals to whom Customer assigns an LN identification number under a Staff Participating Billgroup ("LN ID"). Such Authorized Users may only be Customer's employees, temporary employees, and contractors.

B.1.3. Customer agrees that each LN ID may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. Customer will manage its roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User no longer works for Customer or Customer otherwise wishes to terminate the Authorized User's access to the Online Services. Customer is responsible for all use of the Online Services accessed with LN IDs, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Subscriber's employees. Customer will implement policies and procedures to prevent unauthorized use of LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

B.1.4. Customer certifies that on the date this Order is signed by Customer there are the number of staff professionals as set forth above (the "Reference Number") in Customer's organization. Upon the request of LN, Customer will recertify to the Reference Number.

B.1.5. In consideration of Customer's payment to LN of the commitment amounts specified above, the Staff Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified by source/menu number above as available in the Online Services. If Customer is an existing LN customer and this is a revision to Customer's Materials for Staff and commitment, fees will be prorated for the month (or other period as indicated) in which the change becomes effective if the change occurs other than on the first day of the month (or other period as indicated).

B.1.6. At no additional charge, the Staff Participating Billgroups may do offline printing, online printing and saving to disk of Materials related to the type of access provided for under this Agreement, as shown above.

B.2. INMATE ACCESS (additional terms for Inmate access, as may be provided pursuant to this Agreement)

B.2.1. This Section B.2 relates only to the Customer's Billgroups and locations (the "Inmate Participating Billgroups") set forth in this Agreement and the Authorized Terminals under the Inmate Participating Billgroups.

B.2.2. "Authorized Terminals" means an individual computer (e.g., laptop, workstation, etc.) kiosk or dumb terminal for which there is embedded an LN identification number to access the LN Online Services under an Inmate Participating Billgroup ("LN ID"). For Inmate access, "Authorized Users" are restricted to only Customer's employees and inmates under Customer's control and supervision accessing and using the Online Services via the Authorized Terminals.

B.2.3. Customer is responsible for all use of the Online Services accessed via the Authorized Terminals, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Customer's employees and inmates. Customer will implement policies and procedures to prevent unauthorized use of the Authorized Terminals and LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

B.2.4. Customer certifies there are only up to the number of Authorized Terminals listed in this Agreement above that are available for inmates to access and use the LN Online Services. Customer agrees that pricing provided to Customer depends in part on the number of Authorized Terminals. At the request of LN from time to time, Customer will re-certify in writing the then-current number of Authorized Terminals. If there is a change in the number of Authorized Terminals during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Customer, increase or decrease the commitment listed above by an amount that does not exceed, on a percentage basis, the change in the number of Authorized Terminals. In this Agreement above, Customer will list the total number of facilities (unique locations) and total inmate population for all facilities. Customer hereby certifies that each LN ID may only be used by the Customer facility and Authorized Terminal to which it is assigned and may not be shared with or used by any other facility or on any other Authorized Terminal.

B.2.5. In consideration of Customer's payment to LN of the commitment amounts specified above, the Inmate Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified above by source/menu number as available in the Online Services. If Customer is an existing LN customer and this is a revision to Customer's Materials and commitment, fees will be prorated for the month (or other period as indicated) in which the change becomes effective if the change occurs other than on the first day of the month (or other period as indicated).

B.2.6. Access to the Product will not include any email, fax or download capabilities to address security concerns inherent in allowing inmates to access and use online services via the Internet.

B.2.7. The parties acknowledge certain security concerns inherent in allowing prisoners to access and use the LN online services via the Internet. Accordingly, during the Term, Customer shall implement and maintain certain online security standards by using equipment and system settings that provide blocking an inmate's use of: (i) navigation Universal Resource Locators ("URLs") outside of intended product scope; (ii) manipulation of URL strings through the product browser; and (iii) web email links. Customer is responsible for limiting access to servers and URLs defined by LN and such servers and URLs may be changed from time to time by LN. Customer will make changes as needed or requested, but will maintain the responsibility of an inmate's access through its system. Customer shall maintain industry standard online security procedures and in the event such standards vastly improve, then Customer will use reasonable

commercial efforts to meet or exceed such standards with respect to use of the LN services. LN may require a third party facility security assessment before service is started or re-instatement of service after a security issue. LN may require a first party security questionnaire be completed before service is started as stated in this Agreement.

B.2.8. Customer will provide to LN the Internet Protocol address(es) ("IP Address(es)") available for each facility location that will be accessing the LN services in the table on the Configuration and Pricing Sheet. LN may periodically and at request of Customer review failed authentication reports of these IP Address(es) or monitor them to assure that correct materials of the Online Services are being accessed by only those locations authorized or any access to unauthorized websites or email services.

B.2.9. Customer agrees that they are providing access specifically for inmates only and that no other LN service(s) may be used by, or on, behalf of an inmate. If Customer has normal accounts outside of inmate access, Customer must maintain a separation of accounts. It is also agreed that Customer shall not provide any inmate the authentications credential(s) (this includes just the product ID without a password) or access to any electronic or paper records that provide LN billing information.

B.2.10. Notwithstanding the foregoing in Sections B.2, in the event LN becomes aware of any abuse, misuse or security breach situations of the LN services or any Materials contained therein, then LN reserves the right to immediately suspend all facility access without notice until such incident is resolved to LN's satisfaction. Customer agrees that the resolution may require documented and certified proof of correction. Customer takes responsibility for any security breach or situation where an inmate has access to something prohibited.

Print Sections

Terms Applicable to Print or Electronic Publications
The terms and conditions listed below govern access to, and use of Publications as supplied by RELX Inc. and its affiliated companies (collectively "RELX") and the materials and content available therein ("Materials") (together, the "Publication Services") by the User Agencies.

The following are definitions for additional terms used below.

"Publications" include Electronic Publications and print publications.

"Electronic Publications" include electronic publications such as CD-ROM, DVD-ROM, flash drive, PDF, eBook, video, audio, or other publications distributed electronically, provided that such electronic publications are single-copy/single-user only.

"Updates" are any supplementation, release, replacement volume, new edition and/or updates to the Publication.

1) **Subscriptions –** RELX will provide subscription services for the Publications designated on the Subscription Agreement. Publication subscriptions include automatic shipments of Updates during the subscription period indicated in the Subscription Agreement and will be billed when shipped at the then-current MSA rates including available discounts. Then-current rates are determined by the process below in "Additional pricing information for subscriptions." Anniversary billed Publications will be billed at the then-current rates. The RELX sales representative will provide frequency and historical pricing information related to Publications and Updates upon request.

2) **RESERVED**

3) **Additional pricing information for subscriptions**:
   a) Unless otherwise indicated, pricing (including any grand total, retail price, and other pricing), does not include tax. All prices are F.O.B. destination; freight prepaid by RELX, to the User Agency's receiving point.
   b) By placing an order, the User Agency agrees it has been advised of the number of Updates and the cost related to the Updates that were made to the Publications during the prior year. Renewal and Update price estimates are based on prior year costs and do not reflect actual costs associated with future renewal and Updates, which will likely include an increase over prior year's subscription price. The number of Updates and the upkeep costs may vary due to developments in the law and other publishing issues, but the User Agency may use such provided prior year frequency and price of Updates as a rough estimate of future shipments. The User Agency may call Support at 800-833-9844 for additional information on Update frequency and price.

4) **Cancellation and Return Information**:
   a) The User Agency may cancel any subscription at any time by calling Customer Support at 800.833.9844; by mailing (postage paid) written notice of cancellation to us at RELX Attn: Publications Customer Support, 9443 Springboro Pike, Miamisburg, Ohio 45342; or via https://support.lexisnexis.com/print . If a User Agency cancels a Subscription on any component of a product bundle or multi-media subscription, then the User Agency will not be eligible for any of the

discounts offered in connection with such order. The User Agency will receive a supplemental invoice for the remaining components of the product bundle or multi-media subscription order at their list price.

b) Shipments must be returned within 30 days of receipt, at the User Agency's expense, for full credit of the purchase price, less shipping and handling fees and any other discount credits. All returns must be returned unused in the same condition as received. A copy of the invoice received with the shipment should be included with the User Agency's return. A return shipping label is not provided. A User Agency can send its return to the following address:

RELX
ATTN: LN/MB Publications
136 Carlin Road
Conklin, NY 13748-1531

c) If a User Agency cancels a Service Subscription between 31 and 60 days after the invoice date and the User Agency return the product at its expense, it will receive a 5/6th credit of the price for the annual subscription. To receive any credit, the User Agency must return all product(s) shipped during the applicable subscription period at its expense within the applicable cancellation period listed above.

d) If a User Agency returns a Non-Service Subscription at its expense within 30 days of shipment, the User Agency will receive full credit for the purchase price. No credit will be given for returns more than 30 days after shipment. Return of a shipment, other than the initial purchase, will not cancel the subscription.

e) No credit will be given more than 60 days after the invoice date for shipments to the 48 contiguous United States.

f) All eBooks and CDs are non-cancellable and nonreturnable.

g) For any returns, a 20% restocking fee may be charged.

5) Grant of License and Restrictions on Use re: Electronic Publications

a) The User Agency is granted, during the term of the subscription to the Publication ordered, a nonexclusive, non-transferable, limited license to access and use the Electronic Publications and Materials from time to time made available by RELX to that User Agency only for the internal purposes of: (a) research or study; and (b) providing professional services to the User Agency's clients. Electronic Publications provided under these Terms are single-user. Multiple copies of an Electronic Publication may be purchased, but each copy may only be provided to one Authorized User, and may not be shared, loaned or otherwise used by other than that Authorized User (defined below) to whom it is first assigned.

b) With respect to access to the Electronic Publications, User Agencies agree that: only the ordering User Agency's employees, temporary employees, current students, faculty, and contractors dedicated to performing work exclusively for such User Agency (to the extent those categories of persons are appropriate to the User Agency's situation) that are also US-based are eligible to access and use the Electronic Publications and Materials ("Eligible User"). Without limitation, external professional service providers, such as attorneys, accountants, outsourcers and public relations firms, are specifically excluded from being Eligible Persons; and the term "Authorized User" means an Eligible Person to which the User Agency has assigned the Electronic Publication.

c) The User Agency is responsible for all use of Electronic Publications issued to such User Agency's Authorized Users, including associated charges, whether by Authorized Users or others. User Agencies will use reasonable commercial efforts to prevent unauthorized use by their Authorized Users and will promptly notify RELX, in writing, if they suspect misuse.

d) Using the commands of Electronic Publications (or the platform in which it is provided) and to the extent permitted by applicable copyright law and not further limited or prohibited by Additional Terms, the ordering User Agency and its Authorized Users may (as it relates to Electronic Publications): (i) unless otherwise restricted by the embedded DRM, occasionally transfer the Electronic Publication from one Display Device (e.g., an old eBook reader to a new eBook reader) to another so long as the Electronic Publication is displayed on only one Display Device at a time; and (ii) not remove, disable, or defeat any functionality in the Electronic Publication designed to limit or control access to or use of the Electronic Publication.
e) User Agencies and their Authorized Users may not: (i) remove or obscure the copyright notices or other notices contained in Materials (ii) offer any part of the Electronic Publications or Materials for commercial resale or commercial redistribution in any medium or use the Electronic Publications or Materials to compete with the business of RELX.
f) All right, title, and interest (including all copyrights and other intellectual property rights) in the Electronic Publications and Materials, regardless of the form of medium, belong to RELX or RELX's third party suppliers. The State and the User Agencies acquire no ownership of copyright or other intellectual property rights or proprietary interest in the Electronic Publications, or copies thereof, except the limited rights granted herein.
g) User agencies will respect and deploy the DRM settings on the Electronic Publications as designated by RELX that may restrict burning, copying, sharing and/or printing of the Electronic Publications. In the event RELX learns of attempts to circumvent such DRM protections either by the User Agencies or their Authorized Users, RELX shall in its sole discretion, be permitted to temporarily suspend and/or permanently terminate Authorized User's and/or the User Agencies' access to the Electronic Publications, including but not limited to communicating to the User Agency of the violation and requiring that the User Agency have the Authorized User(s) cease use of the Electronic Publication.
h) Materials and features of Electronic Publications may be added to, withdrawn from, or otherwise changed by RELX without notice.
i) Materials and Electronic Publications are further limited by and subject to conditions contained within (i) a publication or product, or, (ii) as it relates to the use of the delivery mechanism, the delivery mechanism (collectively, "Additional Terms"), all of which are incorporated by reference herein. Any conflict between the provisions of these terms related to Publications and the Additional Terms will be resolved in accordance with the order of precedence clause below.

6) LIMITED WARRANTY

THE PUBLICATION SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS, AND RELX DISCLAIMS ALL WARRANTIES WITH RESPECT TO PUBLICATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING. RELX DOES NOT WARRANT THE ACCURACY, RELIABILITY OR CURRENTNESS OF THE MATERIAL CONTAINED IN THE PUBLICATIONS. WITH RESPECT TO A PUBLICATION, RELX WARRANTS IT WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF 30 DAYS FROM RECEIPT. THE EXCLUSIVE REMEDY OF THE STATE AND USER AGENCY AND THE SOLE OBLIGATION OF RELX WITH RESPECT TO A DEFECTIVE PUBLICATION SHALL BE THE RIGHT TO RETURN THE DEFECTIVE PUBLICATION FOR A REPLACEMENT COPY AT NO ADDITIONAL CHARGE.

7) LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL RELX BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR FOR LOSS OF PROFITS, REVENUE, OR DATA; WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES WITH RESPECT TO ANY PUBLICATION OR SOFTWARE. THE ENTIRE LIABILITY OF RELX TO THE STATE AND ANY USER AGENCY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH PUBLICATIONS SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES OF THE STATE AND THE USER AGENCY NOT TO EXCEED THE TOTAL AMOUNT THE USER AGENCY PAID TO RELX FOR THE PUBLICATION THAT GAVE RISE TO THE CLAIM IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. The provisions of Clauses 6 and 7 shall constitute the sole and exclusive remedies related to the Publications.

8) OTHER TERMINATION RIGHTS

a) RELX may, without notice to the State or User Agency, suspend or terminate subscriptions to Publications hereunder: (a) if the State or a User Agency breaches this Agreement or otherwise infringes on any intellectual property rights granted herein; or (b) if the State or User Agency breaches or otherwise fail to comply with any other obligation in this Agreement (including payment obligations).

b) If the Electronic Publication has an expiration date, the User Agency will cease use of, and destroy the outdated Electronic Publication. RELX disclaims any and all liability associated with use of outdated Electronic Publications or Electronic Publications beyond their expiration date, if any. Additionally, for CDs, RELX and its licensors retain outright ownership of all CD-ROM discs. RELX does not require return of the CD-ROM discs delivered to the User Agencies either at the end of the subscription period covering the CD-ROM discs or upon receipt by the User Agency of replacement CD-ROM discs. Consequently, the User Agency will not be able to access CD-ROM discs delivered to them after their expiration date. After the expiration date of a CD-ROM or upon receipt of an updated CD-ROM, the User Agency will cease use of and destroy the previous or outdated CD-ROM.

9) MISCELLANEOUS

a) These terms may be changed only if such changes are dictated by governmental/regulatory directive or by a content licensor ("Directive"). If any changes are made to these terms by Directive, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against the State Agency but will apply to all similarly situated LN customers using Publications. The User Agency may terminate the Agreement or this Exhibit upon written notice to LN if any change to these Terms by Directive is unacceptable to the User Agency. Except as provided above, these Terms may not be supplemented, modified, changed or otherwise revised unless ninety (90) days' notice is provided to the State Contract Administrator and an amendment is signed by duly authorized representatives of both parties. If the parties are unable to agree on amendment such subscription to the Publications shall terminate. upon 30 days written notice.

b) Notices. Notices to RELX related to the Publications should be sent to the User Agency's account representative with a copy sent to LexisNexis, Attention: Chief Legal Officer, RE: Publication Services, 9443 Springboro Pike, Miamisburg, OH 45342.

c) Limitation of Action. Neither the State nor the User Agency may bring a claim of action, regardless of form, arising out of or related to amounts billed or payments made more than 12 months after RELX first invoiced those amounts to the User Agency.

d) Payment Options. Orders accompanied by full payment may be entitled to a discount. Subscription Service orders may be paid in full within 45 days from the date of the User Agency's monthly

statement or in equal monthly installments based on the subscription term. If payments are made in equal monthly installments, then RELX or the applicable affiliated company will maintain a purchase money security interest in the product or publication until such time the outstanding charges are paid in full. All other invoices must be paid in full within 45 days from the date of the User Agency's monthly statement.

e) Credit Investigation. The State and the User Agencies hereby authorize RELX to make whatever credit investigation RELX deems appropriate in order to provide the User Agency with a Publication.

Law360 – For California

User Agreement - Terms and Conditions of Use - Privacy Policy – Disclaimer

The use of www.Law360.com and all related and ancillary services and products (collectively, the "website" or "site") is subject to the following terms and conditions.

1. GENERAL RULES.
   1.1. This Agreement contains the terms and conditions for, and governs Client's purchase and ongoing use of, certain of the news, media, data and related subscription services offered by RELX Inc. by way of its affiliate Portfolio Media Inc. ("RELX") or ("Portfolio Media") depending on the context) and subscribed to by Client (the "Services"), as indicated on Client's Subscription Order Form (the "Subscription Form") the terms of which are hereby fully incorporated herein and made a part hereof. By subscribing to or using the Services, Client agrees to abide by all of the terms and conditions of this Agreement, as it now exists and as may hereafter be amended. Without limiting the foregoing, the terms of this Agreement shall also govern, to the extent applicable, the use of any free daily e-mail newsletters signed up for, or subscribed to, by any Client, Authorized User or any free trial participant.
   1.2. "Client" shall mean the individual or entity indicated on the Subscription Form on behalf of itself and all Authorized Users as such term is defined below. Client and RELX are sometimes referred to herein collectively as the "Parties" or individually as a "Party." Without limiting the foregoing, the term "Client" shall also, as context requires, apply to any person that is accessing the publicly-available portions of the website or the Events Website (as defined below).
   1.3. By accessing or using the Services, Client represents that Client is authorized to access and/or use the Services, and that the only individuals within Client's organization accessing the Services are authorized and permitted to do so (each an "Authorized User"). Client and each Authorized User agrees to abide and be bound by all of the terms and conditions herein.
   1.4. Client may not access or otherwise use the Services if Client is identified on, and Client may not provide access to the Services to any individuals identified on, (1) OFAC's list of Specially Designated Nationals ("SDN List"), (2) the UK's HM Treasury's Consolidated List of Sanctions Targets, (3) the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, (4) any other applicable sanctions lists, or (5) any person 50 percent or more owned, directly or indirectly, individually or in the aggregate by a person(s) identified in (1) through (4).
2. LAW360 CONTENT.
   2.1. Scope of Services. The Services within the scope of this Agreement include only access to those Services indicated on the "Service Plan(s)" section of the Subscription Form and are provided subject to the terms of this Agreement. Certain other Law360 products and services may not be within the scope of the MSA and may be governed by separate agreements and terms of service.
   2.2. Scope of Use. The Services and their contents are intended for Client's personal, internal business, noncommercial, informational and/or educational use and may not be used for any other purposes, including Mass Distribution (as defined below).
   2.3. Property of Portfolio Media. Except as explicitly provided in this Agreement, nothing herein shall be construed as granting or conferring on Client or any Authorized User any license or right, by implication, estoppel or otherwise, under any law (whether common law or statutory), rule or regulation, including, without limitation, those related to copyright or other intellectual property rights. Client acknowledges and agrees that title, ownership and all rights (including intellectual

property rights) in and to the content of, and materials published on, the Services are and shall remain the property of Portfolio Media (or such other third party that may have granted Portfolio Media rights in such content).

2.4. Trademarks; Copyrights; Other Intellectual Property.

2.4.1. Law360 is a registered trademark of Portfolio Media. All of Portfolio Media's trademarks, service marks, and trade names, and the goodwill associated therewith shall remain the sole and exclusive property of Portfolio Media and, except as otherwise explicitly provided in this Agreement, may not be used, by Client without the express prior written consent of Portfolio Media.

2.4.2. All Services published and distributed by Portfolio Media are protected by copyright pursuant to U.S. and international copyright laws. Except as explicitly provided in this Agreement or with the express prior written consent of Portfolio Media (which may be granted or withheld in Portfolio Media's sole and absolute discretion), Client may not modify, publish, republish, transmit, retransmit, reproduce, participate in the transfer or sale of, reproduce, create new works from, distribute, perform, display, or in any way exploit or otherwise use, any of the content of the Services, including any images contained in the content of the Services (which, for the avoidance of doubt, may not be downloaded as stand-alone files), software or other computer-readable or computer-executable code, in whole or in part (collectively, the "Use Restrictions"). To the extent any action or usage constituting a violation of the Use Restrictions is otherwise explicitly permitted or authorized pursuant to this Agreement, such authorization is not intended to and shall not vest in Client any ownership interests or other rights of any kind beyond those expressly granted herein. Unauthorized use of the Services, including usage of the Services in violation of the Use Restrictions, shall be a material breach of this Agreement and may subject Client to legal action. Client agrees to abide by any and all additional copyright notices or restrictions contained in any content accessed via the Services.

2.4.3. **Digital Millennium Copyright Act ('DMCA') Notice.** The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If a Client or Authorized User has a good faith belief that materials hosted by Portfolio Media infringe their copyright, they (or their agent) may send Portfolio Media a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly being infringed upon; (b) identification of the copyrighted work claimed to have been infringed upon (or if multiple copyrighted works located on the site are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Portfolio Media to locate the material on the site; (d) the name, address, telephone number, and e-mail address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If a Client or Authorized User believes in good faith that a notice of copyright infringement has been wrongly filed against them, the DMCA permits such person to send Portfolio Media a counter-notice. Notices and counter-

notices must meet the then-current statutory requirements imposed by the DMCA; see http://www.copyright.gov for details. Notices and counter-notices with respect to the Website should be sent to Portfolio Media, Inc., Attn: General Counsel, 111 West 19th Street, 5th floor, New York, NY 10011, (tel) (646) 783-7100, (fax) (646) 783-7161. Portfolio Media suggests that users consult their legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA. It is Portfolio Media's policy to terminate relationships regarding content with third parties who repeatedly infringe the copyrights of others.

2.5. Guest Columns and User-Generated Content. Certain aspects of the Services may include access to guest columns or other user-generated content, including, without limitation, the "Expert Analysis" sections on the website (collectively, "User Content"). Client understands and agrees that User Content may include information, views, opinions, and recommendations of third parties unrelated to, and unaffiliated with, Portfolio Media and that such User Content is provided without any endorsement, recommendation or representation or warranty from or by Portfolio Media and is made available solely for educational and/or informational, noncommercial purposes. Without limiting the foregoing, Portfolio Media is not responsible for the accuracy or legitimacy of such User Content and shall have no liability whatsoever to Client with respect thereto. Client shall be responsible for, and shall hold Portfolio Media harmless from, any use of User Content. Client further agrees that it shall be Client's sole responsibility to verify and/or confirm any information contained in the User Content prior to relying on it, in connection with which Client assumes all risk. Portfolio Media reserves the right to remove or modify User Content without notice to Client.

2.6. User Comments. The Services may be presented in such a way as to permit visitors to the website or users of the Services, who may be unaffiliated with Portfolio Media, to post or publish comments ("Comments") with respect to certain published content. Client understands and agrees that with respect to any Comments, Portfolio Media and the Services act merely as a passive conduit for any and all communication and/or distribution of information, and Portfolio Media does not control the Comments. Portfolio Media cannot and will not evaluate, and shall not be responsible for, the accuracy, reliability, completeness, veracity or suitability of any Comments or for verifying the identity of anyone posting a Comment. While Portfolio Media will endeavor to monitor Comments on the Services and flag and/or remove Comments which Portfolio Media finds unsuitable (as determined in its sole and absolute discretion) Portfolio Media shall be under no obligation to do so and shall have no liability to any party for failure to monitor or remove any Comments or User Content. Prior to being granted access to post Comments, individuals may be required to input or provide certain data or information, including (without limitation) their name and/or email address which may be displayed in connection with their Comment; Portfolio Media reserves the right to impose any additional restrictions or requirements with respect to Comments in its sole discretion.

2.7. Third-Party Websites. Certain aspects of, or links contained on, the Services may link to websites or services operated by parties other than, and unaffiliated with, Portfolio Media. Such links are provided for Client's convenience only. Portfolio Media does not control such third-party websites and is not responsible for any content thereon, including with respect to any comments posted on such third-party websites. Portfolio Media's inclusion of links to such third-party websites does not amount to or imply any endorsement or warranty of the material on such sites or any association with their owners or operators. Client agrees that Portfolio Media is not responsible for any such third-party websites and services or any content thereon and agrees to hold Portfolio Media harmless from any and all claims or liability arising from Client's use of such third-party websites or

services. Any concerns or questions related to third-party websites should be directed to the webmaster or other appropriate contact person for such third party.

3. SUBSCRIPTION AND PAYMENT TERMS; TERMINATION.
   3.1. Subscription Form. The terms and conditions of this Agreement are expressly incorporated into and made a part of each of Client's Subscription Form(s) which set forth payment terms, the Subscription Fee and a description of the Services to which Client has subscribed. Client hereby agrees to pay the Subscription Fee for the Services as invoiced after receipt by RELX of a signed Subscription Agreement, failure of which shall be a breach of this Agreement that may result in suspension or termination of Client's access to Services. The Subscription Fee is non-refundable.

      3.1.1. Reserved.

   3.2. Breach. Client's breach of any obligations under this Agreement may result in immediate termination of this Agreement and immediate suspension or termination of Client's access to the Services; provided that with respect to any non-monetary, curable breach, RELX will use commercially reasonable efforts to notify Client of, and grant Client the opportunity to cure such breach, although it shall be under no obligation to do so. In the event of such breach, Client shall remain liable for, and Portfolio Media shall not be obligated to refund or credit, any fees incurred for the full contract term as set forth in the Subscription Form. Without limiting the foregoing, Client acknowledges and agrees that any action in violation of the Use Restrictions shall be an incurable breach of this Agreement.
   3.3. Limited Rights after Termination. In the event of termination of this Agreement for any reason other than a violation of the Use Restrictions, Client may retain for its personal, noncommercial use, any materials or content of the Services that have already been delivered; provided, however, that Client agrees to be bound by the restrictions on distribution and dissemination of the content of the Services provided herein (including, without limitation, the Use Restrictions) even after termination of the term set forth in the Subscription Form. In the event of a termination resulting from a breach of the Use Restrictions, Client shall promptly return to RELX, or destroy (and provide RELX with a certification of destruction in compliance with this Section 3.3 by an officer or authorized person of Client) any and all materials or content of the Services in Client's possession or control within thirty (30) days of such breach.
   3.4. Rights Regarding Section Reorganization and Website Reconfiguration. Client agrees and acknowledges that Portfolio Media reserves the right, in its sole and absolute discretion, to amend, alter, reorganize, reconfigure or otherwise change the interface, sections (and names of sections) and banners of legal news and data on the site (any such change, a "Section Reorganization"), provided that any such Section Reorganization shall not materially degrade the Client's access to information or services that are substantially similar to the Services for which Client subscribed pursuant to the Subscription Form.
4. ACCESS AND AVAILABILITY OF SERVICES.
   4.1. Limited Right to Use, Save, and Distribute.

      4.1.1. Except as provided herein, Client shall not use, save or distribute the content of the Services without the express prior written consent of Portfolio Media.

      4.1.2. Client agrees not to grant access to the Services to any person other than an Authorized User and to safeguard and, to the extent provided, maintain the confidentiality of its username and password. Client is responsible for ensuring compliance with the foregoing by each Authorized User in Client's organization. Client shall have a limited right to save the content of the Services for its personal, internal business or other noncommercial use. Client shall have, subject to Section 4.1.3. (Mass Distribution), a limited right to distribute the content of

the Services to business associates, clients, and prospective clients or their respective representatives, agents, or assigns provided that Client has a reasonable basis to believe that such selective distribution may be useful or helpful to the recipient for a particular purpose. The foregoing limited right to distribute is limited to personal communications to clients, such as email or letters, and does not include the right to engage in any Mass Distribution (as defined below). Any other distribution of the content of the Services is prohibited without the express prior written consent of Portfolio Media.

4.1.3. Mass Distribution. Client shall not engage in any Mass Distribution (as defined below) without the express prior written consent of Portfolio Media. Without limitation to any and all other remedies available to Portfolio Media (which are hereby expressly reserved), unauthorized Mass Distribution by Client shall be immediate grounds for suspension of Client's account and/or termination of Client's access to the Services. As used herein, 'Mass Distribution' means (i) the use, publication or inclusion of any content or materials (in whole or in part) obtained through use of the Services in (x) any press releases, blog postings, newsletters, articles, bulletin boards, or any other publicly accessible publications or (y) any communication by any Authorized User of Client (including, without limitation, via email or facsimile) containing specific content of the Services that is addressed to more than ten (10) individuals that are not Authorized Users (e.g., the simultaneous transmission of any article or other content of the Services to more than 10 recipients by any one Authorized User); (ii) setting up, creating, configuring or automating any email (or other) alert functionality of the Services on behalf of any non-Authorized User or utilizing email auto-forwarding or any similar email filter or functionality to distribute the content of any Services (including alerts) to any non-Authorized User, (iii) utilizing, configuring or distributing any of the content (in whole or in part) of the Services for marketing and/or promotional purposes or otherwise establishing or allowing establishment of the Services as a service bureau for any third party or non-Authorized User (iv) otherwise using or configuring the Services in any manner that (x) replicates, or seeks to replicate, in whole or in part, the Services on behalf of or for the benefit of any non-Authorized User or (y) undermines the ability of Portfolio Media, as determined in its sole and absolute discretion, to market or sell any of its services, including the Services, to any third party. Without limiting the foregoing, if Client, or any Authorized User of Client, desires to transmit a particular item or story contained in the Services to more than ten (10) individuals outside of Client's organization, Client must purchase a Law360 Reprint Package. More information about Law360 Reprint Packages can be found here.

4.1.4. Any content otherwise permitted to be distributed pursuant to Section 4.1 must not be altered, abbreviated, or edited in any fashion without the prior express written consent of Portfolio Media; provided that, subject to the restrictions on Mass Distribution contained herein, Client shall have the limited right to use or excerpt brief quotations from such content so long as all such content is properly attributed to Portfolio Media and any other copyright owner identified in the content. All content of the Services permitted to be distributed by this Agreement must be clearly marked as originating from Portfolio Media and must preserve all original copyright and other notices contained thereon. Any copyright notice appended by Client to distributed content of the Services should be in a form substantially similar to the following: "Copyright [Current Year] Portfolio Media, Inc. Content may not be shared, reproduced, modified, published, distributed, or otherwise recreated in any fashion without

the express prior written consent of Portfolio Media, Inc. For inquiries about this article, please contact customerservice@law360.com."

4.1.5. The provisions of Section 4.1 shall survive the termination, cancellation, or expiration of the term set forth in the Subscription Form.

4.2. Unlawful Use Prohibited. Client agrees not to use the Services for any unlawful purpose. Portfolio Media reserves the right to terminate Client's access to the Services if Client's use of the Services violates or, in Portfolio Media's sole and absolute discretion, is likely to violate, any laws, regulations, or rulings, infringes upon another person's rights, or violates the terms of this Agreement.

4.3. Responsibility. Client is liable for any damages resulting from any infringement of copyrights, trademarks, proprietary rights, or any other claims, damages or liability arising from or in connection with the Client's distribution or dissemination of any portion or content of the Services.

4.4. Technical Requirements. Client acknowledges and agrees that all features and content of the Services are subject to availability of a suitable or adequate internet connection, valid email account, computer equipment, and sufficiently available bandwidth at the time of Client's attempted use or access. Client shall be solely responsible for procuring the necessary computer equipment and internet connection required for accessing and using the Services. Client shall hold Portfolio Media harmless from any failure or inability to access the Services resulting from Client's failure to procure any such necessary equipment or services.

4.5. Publication Holidays. Client acknowledges and agrees that Portfolio Media may, in its sole discretion, opt to not publish or otherwise make available the Services, either in whole or in part, on any United States holiday or on any court holiday. Portfolio Media may, in its sole discretion, determine to change, add, or remove publication holidays hereunder.

4.6. Downtime; Service Outages or Unavailability. Client agrees and acknowledges that the Services may be interrupted or unavailable during Downtime (as defined below). Portfolio Media shall use commercially reasonable efforts to restore Services after any interruption caused by Downtime. Portfolio Media shall not be liable for, and Client agrees to hold Portfolio Media harmless from, any service interruption or unavailability of the Services as a result of Downtime, events beyond the reasonable control of Portfolio Media (including any Force Majeure Event), anticipated or scheduled maintenance of the Services or website, the publication holidays identified in Section 4.5 above or otherwise. Without limiting the foregoing, Portfolio Media shall not be responsible for (i) delivering or otherwise providing access to any Services that were published during Downtime or otherwise retroactively restoring, or reimbursing Client for, any content published during such Downtime (whether or not such content is subsequently available on the Services after such Downtime) or (ii) any interruption to the Services caused by Client or Client's service provider(s) or other vendor(s) providing services to Client, for which Client assumes all liability and responsibility. For purposes of this Agreement, "Downtime" shall mean a malfunction in a core component of the Services, the loss of a material function of the Services, or any other action that prevents Client's access to or use of the Services, which malfunction or loss was caused solely by a failure of the Services or Portfolio Media's computer or server equipment controlling the same.

5. REGISTRATION, SECURITY, AND PRIVACY.

5.1. As part of the registration process, Client will be required to provide RELX with certain registration information, all of which must be accurate and updated, and which may include, without limitation, an authorized contact person's name; business address; business phone number; facsimile number; e-mail address; etc.

5.2. Portfolio Media is committed to protecting its clients' privacy. Portfolio Media uses the information it collects about clients to enhance the quality of the services that it provides. Technologies are rapidly changing as are the services that Portfolio Media offers. Therefore, these policies are subject to change. By using the Services, Client consents to the collection and use of this information by Portfolio Media. Sometimes, Portfolio Media may request that Client verify the information collected, either by sending Client an e-mail to check an online database or by mail, facsimile or telephone. Portfolio Media does not sell, trade, or rent its subscribers' personal information to others. Portfolio Media may provide aggregate statistics about its customers, sales, traffic patterns, and related site information to others, but these statistics will include no personally identifying information. Notwithstanding the foregoing, Portfolio Media may release account information when it believes, in good faith, that such release is reasonably necessary to (i) comply with law, (ii) enforce or apply the terms of any user agreements or (iii) protect the rights, property or safety of Portfolio Media, its users, or others. Click here to view our privacy policy.

5.3. Client hereby agrees to maintain as confidential and not disclose any username or password to any person not within the scope of Client's subscription for Services, subject to the terms of this Agreement and as indicated on Client's Subscription Form. Portfolio Media may change Client's password at any time, provided that Portfolio Media shall provide Client with written notice of such change prior to, or as soon as reasonably practicable after, such change.

5.4. Client agrees and acknowledges that under certain circumstances, Portfolio Media may store Client's IP address(es) or other information transmitted by Client's computer(s) or network as are reasonably necessary for Portfolio Media to identify Client and provide access to Services.

5.5. Client assumes full and total responsibility for all usage or activity on Client's account, including use of Client's account by any third party, whether or not authorized by Client. Client shall immediately notify Portfolio Media and RELX of any known or suspected unauthorized use of Client's account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of Client's account information and agrees to fully cooperate with Portfolio Media in good faith and as reasonably required to remedy such security breach.

6. REPRESENTATIONS AND WARRANTIES.

6.1. Client agrees that it shall take any other means reasonably necessary to ensure compliance with this Agreement by any and all employees or authorized users of the Services.

6.2. CLIENT AGREES THAT THE USE OF AND ACCESS TO THE SERVICES IS STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND PORTFOLIO MEDIA SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, WITH RESPECT TO THE OPERATION OF THIS WEBSITE, THE CONTENT OR INFORMATION CONTAINED THEREIN, OR THE SERVICES. NO WARRANTY OF ANY KIND IS IMPLIED REGARDING REIMBURSEMENT FOR LOSSES OF INCOME DUE TO DISRUPTION OF SERVICE BY PORTFOLIO MEDIA. PORTFOLIO MEDIA MAKES EVERY REASONABLE EFFORT TO ASSURE THAT ALL INFORMATION PUBLISHED BY IT IS CORRECT; HOWEVER, PORTFOLIO MEDIA DISCLAIMS ANY LIABILITY FOR ERRORS IN THE SERVICES. AS A SUBSCRIBER, CLIENT ASSUMES THE RISK OF POSSIBLE ERRORS CONTAINED IN THE SERVICES. CLIENT AGREES TO INDEPENDENTLY VERIFY ANY INFORMATION IT INTENDS TO RELY UPON, AND, IF REASONABLY NECESSARY, CLIENT SHOULD SEEK THE ASSISTANCE OF AN ATTORNEY IN DOING SO. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THIS IS A COMPREHENSIVE LIMITATION OF LIABILTIY AND IN NO EVENT SHALL PORTFOLIO MEDIA AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, MEMBERS,

DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, SUCCESSORS, AND ASSIGNS (“THE PORTFOLIO MEDIA PARTIES”) BE LIABLE, JOINTLY OR SEVERALLY, TO CLIENT OR ANY OTHER PERSON AS A RESULT OF CLIENT’S ACCESS OR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, LOST PROFITS, LOST SAVINGS, AND LOST REVENUES, OR OTHER PECUNIARY LOSS (COLLECTIVELY, THE "EXCLUDED DAMAGES"), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR ANY OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE PORTFOLIO MEDIA PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE PORTFOLIO MEDIA PARTIES’ LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL PORTFOLIO MEDIA BE LIABLE FOR ANY CLAIM, LOSS, COST, EXPENSE, OR DAMAGE WHATSOEVER TO CLIENT OR ANY THIRD PARTY IN AN AMOUNT EXCEEDING THE SUM OF THE SUBSCRIPTION FEES ACTUALLY PAID UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH PORTFOLIO MEDIA IS NOTIFIED OF SUCH CLAIM IN WRITING.

6.3. Reserved

7. MISCELLANEOUS.

7.1. No Legal Advice. None of the Services provided by Portfolio Media are, nor are intended to be, legal, accounting or other professional advice or a substitute for advice of an attorney, accountant or any other professional. Client agrees and acknowledges that the content of the Services is intended only as news and general legal information and is not intended to be, and should not be relied upon as, legal advice. Portfolio Media shall not be liable, and shall be held harmless, for any errors or omissions in the Services, and Client assumes all risks and liabilities in relying on the Services, contributing to a third party’s reliance on the Services, or inducing a third party to rely upon the Services. All content of the Services should be independently verified by Client. If legal advice or other expert assistance is required, Client will obtain the services of a competent, professional person, and will not rely on information provided on the Services as a substitute for such advice or assistance. No attorney-client relationship exists or shall be deemed to exist between Client (or any Authorized User) and Portfolio Media.

7.2. Reserved

7.3. Waiver of Jury Trial. THE PARTIES HERETO, ON BEHALF OF THEMSELVES AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, AGREE THAT ANY SUIT, ACTION, DISPUTE OR PROCEEDING, WHETHER BY CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY OR AGAINST ANY PARTY HERETO OR ANY HEIR, EXECUTOR, ADMINISTRATOR, SUCCESSOR OR ASSIGN OF ANY PARTY HERETO, ARISING OUT OF, CONCERNING OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE USE OF THE SERVICES, OR ANY FACTS OR CIRCUMSTANCES IN WHICH THIS AGREEMENT OR SERVICES IS INVOLVED IN ANY WAY, SHALL BE TRIED WITHOUT A JURY. EACH PARTY HEREBY KNOWINGLY, EXPRESSLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY SUCH SUIT, ACTION, DISPUTE OR PROCEEDING, TO THE FULLEST EXTENT PERMITTED BY LAW.

7.4. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their respective permitted successors or assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

7.5. No Assignment. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent; provided, however, that either party may assign this Agreement to a successor in interest in the event of a reorganization, merger, consolidation or sale of all or substantially all of its assets or stock. Any assignment in violation of this section is null and void, ab initio.

7.6. Severability. If any provision of this Agreement is declared void or unenforceable by any court of competent jurisdiction in a final, non-appealable order or judgment, then all remaining provisions of this Agreement shall remain in full force and effect unless otherwise agreed to in writing by the Parties.

7.7. Waiver; Remedies Cumulative. The rights and remedies of the Parties are cumulative and not alternative. Neither any failure nor any delay by Portfolio Media in exercising any right, power, or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege or any future exercise thereof, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power or privilege, or the exercise (or future exercise) of any other right, power, or privilege.

7.8. Headings. Headings or titles to sections or subsections in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any part hereof.

7.9. Compliance with Laws. Client shall ensure that any activities undertaken by Client (or by any Authorized User) pursuant to this Agreement and any use of or access to the Services shall comply with all laws, rules, and regulations of the United States and other applicable jurisdictions, as such may be amended and in effect from time to time. Without limiting the foregoing, Client recognizes the global nature of the Internet, and further agrees to comply with all local rules regarding online conduct and acceptable content. Specifically, Client agrees to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which Client may reside or access the Services.

7.10. Notices. Subject to Section 7.11, all notices, consents, communications, and transmittals under this Agreement shall be in writing and shall be deemed received on the day of delivery if delivered by hand, by nationally recognized overnight courier or delivery service, or by facsimile (with written confirmation of the completed transmittal); or within three (3) business days if mailed by United States mail as certified or registered mail with return receipt, postage prepaid, addressed to the party to whom such notice is given at the address of such party stated in the Subscription Form.

7.11. Consent to Communication. Client agrees that Portfolio Media reserves the right to send electronic or paper mail to Client for the purpose of informing Client of changes or additions to the Services or this Agreement. Client further agrees that from time to time Portfolio Media may contact Client via electronic or paper mail for the purpose of soliciting feedback or participation in user surveys relating to the Services. Any information obtained from Client will not be shared with any third parties except in aggregate form, in which case Client will not be identified in any manner as a respondent. Client shall have no obligation to participate in or respond to any such survey.

7.12. Force Majeure. Except for any payment obligations, neither Party will be liable to the other for failure to fulfill obligations hereunder if such failure is due to causes beyond its control, including, without limitation, acts of God, earthquake, explosion, fire, flood, unusually severe or abnormal weather, embargo, catastrophe, sabotage, utility or transmission failures, strikes, lockouts or other labor difficulties, governmental actions, prohibitions or regulations, voluntary or involuntary compliance with any law or request of any governmental authority, national emergencies, insurrections, riots, wars or other civil disturbances, acts of terrorism, viruses or network outages, which did not result

from the acts or omissions of such Party, its employees or agents (“Force Majeure Event”). The time for any performance required hereunder will be extended by the delay incurred as a result of such Force Majeure Event.

7.13. Reserved