

State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

CONTRACT AWARD NOTIFICATION

Title	:	Group 79122 - Electronic On-Line Database Access (LexisNexis) Classification Code(s): 83
Award Number	:	NEG-20770
Contract Period	:	December 22, 2008 through December 21, 2013
Bid Opening Date	:	September 14, 2007
Date of Issue	:	December 30, 2008
Specification Reference	:	As Incorporated
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Nicholas C. Jacobia	Customer Services
Title : Purchasing Officer	Phone : 518-474-6717
Phone : 518-473-4651	Fax : 518-474-2437
Fax : 518-486-6867	E-mail : customer.services@ogs.state.ny.us
E-mail : nicholas.jacobia@ogs.state.ny.us	

**The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

LexisNexis offers comprehensive online legal, news and public records databases. LexisNexis databases cover all subject matters, including but not limited to general, legal, business, news, public records, social sciences, health, education, science, and technology. LexisNexis' online computer-assisted legal research service contains databases that include federal and state case law, statutes, regulations, administrative codes. The services are similar to LexisNexis' printed material, except that it is provided in electronic format directly on-line, with multi-media dimensions and search options not available in the print publications.

PR # 20770

All Purchase Orders Should Be Made Out To The Following Address:

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PS64284	LexisNexis 125 Park Avenue New York, NY 10017	(800) 437-8674 ext 3445	52-1471842

Contact: Nisha Falcigno E-Mail: nisha.falcigno@lexisnexus.com
Phone: (800) 437-8674 ext 3445
Fax: (203) 795-0704

Contact for Sales and Billing:
Nisha Falcigno E-Mail: nisha.falcigno@lexisnexus.com
Toll Free Number: (800) 437-8674 ext 3445

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO ALL CONTRACT USERS:

The terms and conditions of the bid solicitation which apply to the award appear at the end of this document. We strongly advise all contract users to familiarize themselves with all terms and conditions before issuing a purchase order.

After contacting vendor to set up programs, contract users will issue purchase orders addressed to contractor at the address shown herein. Terms are effective and binding on both parties once a purchase order is mailed to the contractor.

LEXISNEXIS Frequently Asked Questions

Q. WHO AND WHAT IS LEXISNEXIS?

- A. LexisNexis provides comprehensive and authoritative legal materials, public records, news and business information, and tailored applications.

LexisNexis is an, online information service providing access to legal, news, legislative, financial, medical, patent, and public records materials.

LexisNexis databases provide access to primary and secondary legal information, thousands of worldwide newspapers, magazines, trade journals, industry newsletters, tax and accounting information, financial data, public records, legislative records, data on companies and their executives making the Online Services a powerful tool for gathering information and providing accurate answers.

Q WHAT CAN BE INCLUDED IN A SUBSCRIPTION?

A. LEGAL

The LexisNexis collection includes federal and state case law, including unpublished opinions. The databases are grouped and organized to be conducive to the research of both legal and non-legal users, so users can quickly and easily access the legal materials needed. Highlights of the legal content include:

- Case Law
- Government regulations and legislation
- *Shepard's* Citations Service
- Law Reviews
- Area of Law Libraries
- Matthew Bender treatises
- Briefs, pleadings, motions, and jury instruction filings
- 50-state surveys

PUBLIC RECORDS

Because data from public records are critical to many of today's government professionals, LexisNexis provides more than 3.8 billion public records to meet user's needs, and about 8 million new documents are added per week. Public records sources include:

- Person locators
- Names, addresses, phone numbers
- Property records
- Judgments, liens, and verdicts
- Social Security death records
- Marriage and divorce records
- Bankruptcy records
- Professional licenses
- Business filings
- Court dockets
- Much more

NEWS AND BUSINESS

More than 20,000 news and business sources are on the service, LexisNexis provides full-text information sources from U.S. and overseas newspapers, magazines, journals, newsletters, wire services, and broadcast transcripts with some coverage even before 1960.

Many of the major papers are online within the same day of publication and most others within 72 hours. Most wires are updated within minutes or hours of publications, with some wires updated on a continuous feed from the source of information.

SHEPARDS

LexisNexis is the exclusive provider of *Shepard's* Citations Service, the most trusted authority for determining good law and enhancing legal research. *Shepard's* offers coverage of slip and unreported opinions, case law, federal and state statutes, federal regulations, court rules, administrative materials, secondary sources, and even U.S. patents.

Q. WHAT IS ACCURINT?

- A. Accurint is an investigative research tool offered by LexisNexis that is designed for investigations, collections, and fraud prevention. Accurint provides information that allows government agencies to quickly and easily extract valuable knowledge from huge amounts of data. These products are made possible by integrating powerful technology, tens of billions of data records on individuals and businesses, and proprietary data-linking methods.

Q. HOW DOES ACCURINT DIFFER FROM LEXIS.COM?

- A. Accurint is designed specifically for individuals who are conducting investigative research. It does not contain the traditional legal research/case law databases that are offered within Lexis.com. The information contained within Accurint is similar to the traditional "Public Record" offering of Lexis.com.

Q. DO I NEED ACCESS TO BOTH LEXIS.COM AND ACCURINT?

- A. Depending on the job function, some authorized users may choose to have access to both Lexis.com and Accurint. Typically, these users would have a need for legal research or financial information, as well as public record/investigative research.

Q. HOW DO I GET HELP?

- A. Customer Support & On-Site Training or Personalized Telephonic Training

Customer support is available from a team of experts 24 x 7 via a toll-free number: (800) 543-6862

Consultants provide computer-assisted research training for you at your location. You may participate in one-on-one or group training. Trainees will receive materials – user guides and tip sheets – to assist with research.

Note: Consulting & Training are subject to the 20% rule.

Q. HOW TO USE THIS CONTRACT?

- A. Read the enclosed Terms and Conditions.

Choose the menu(s) that suit the needs of your office from the pre-negotiated Pricing Menu.

Contact your local LexisNexis Representative by calling 800-543-6862.

To access LexisNexis databases, authorized users will be required to fill out the proper forms from this contract;

To access the Accurint system, each authorized user will be required to fill out the appropriate Application & Agreement. Due to the sensitive nature of the data within the Accurint system, this application will go through a verification process. Please contact your LexisNexis representative for further information;

In all cases, contract users will issue purchase orders addressed to the Contractor at the address shown herein, becoming effective and binding on the Contractor when placed in the mail to the Contractor.

Once LexisNexis receives your paperwork, you will be notified when your account is set up and ready for researching.

Exhibit A

**Copy of Actual contract between
LexisNexis
and
New York State**

**STATE OF NEW YORK
EXECUTIVE DEPARTMENT
OFFICE OF GENERAL SERVICES**

**CENTRALIZED CONTRACT FOR THE ACQUISITION OF ELECTRONIC
ON-LINE DATABASE PRODUCTS AND SERVICES AGREEMENT**

New York State Contract #

PS64284

Contractor Reference #

LEXISNEXIS

DESIGNATED CONTACTS: Team #12

Nicholas Jacobia - Purchasing Officer
Telephone No. (518) 473-4651
E-mail nicholas.jacobia@ogs.state.ny.us

Kathy McAuley - Team Leader
Telephone No. (518) 486-6812
Email: kathy.mcauley@ogs.state.ny.us

The bid must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this INVITATION FOR BIDS, Appendix A (Standard Clauses For New York State Contracts), Appendix B (OGS General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, bidder affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b). Information may be accessed at:

Procurement Lobbying:

<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

THIS CONTRACT for the acquisition of electronic on-line database products and services is made between the People of the State of New York, acting by and through the Commissioner of the Office of General Services (hereinafter "State" or "OGS") whose principal place of business is the 41st Floor, Corning Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242, pursuant to authority granted under New York State Finance Law, § 163, and LexisNexis (hereinafter "Contractor"), with its principal place of business at 9443 Springboro Pike; Miamisburg, OH 45342.

PROCUREMENT LOBBYING TERMINATION:

OGS reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OGS may exercise its termination right by providing written notification to the Offerer/bidder in accordance with the written notification terms of this contract.

SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING:

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:

NYS STANDARD VENDOR RESPONSIBILITY QUESTIONNAIRE (Appendix 1):

Bidder agrees to fully and accurately complete the NYS Standard Vendor Responsibility Questionnaire, which is attached as Appendix 1 (hereinafter the "Questionnaire"). The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire in making that determination. The Bidder agrees that if it is found by the State that the Bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, OGS may terminate the Contract by providing ten (10) days written notification to the Contractor. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

TAX LAW 5-A AMENDED APRIL 26, 2006 (Appendix 2):

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agency, from approving a contract awarded to a contractor meeting the registration requirements but who is not so registered in accordance with the law.

Contractor certification forms and instructions for completing the forms are attached to this bid. Form No. ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new Form No. ST-220-TD must be filed with DTF.

Form ST-220-CA must be filed with the bid and submitted to the procuring covered agency certifying that the contractor filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Vendors may call DTF at **1-800-698-2909** for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.nystax.gov>

INFORMATION SECURITY BREACH AND NOTIFICATION ACT: Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual's unencrypted personal information plus one or more of the following: social security number, driver's license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual's financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Disclosure of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after necessary measures to determine the scope of the breach and to restore integrity, but with delay if law enforcement determines it impedes a criminal investigation. When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at: <http://www.cscic.state.ny.us/security/securitybreach/>

1. CONTRACT SCOPE / TERM

This document (hereinafter "Contract" or "Agreement") sets forth the terms and conditions governing the acquisition of electronic on-line database products and other incidental services (including, but not limited to, consulting and training). Terms used in this document shall have the meanings set forth in Appendix B. Except as expressly set forth below in section 19, MISCELLANEOUS, amendments or modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the parties and with the approval of the New York State Attorney General and Comptroller.

The term of this Contract shall be five (5) years commencing on the date of approval by the New York State Comptroller effective upon mailing by OGS (see Appendix B, Clause 38). The parties may renew the contract, upon approval of the NYS Comptroller, upon expiration of the original term for an additional five (5) year term. Upon termination of the Contract, all rights and obligations set forth herein shall survive in accordance with their terms as to procurements made or individual licenses granted to Authorized Users prior to such termination.

This Contract is available for use by all Authorized Users (See Appendix B, *Definitions*, and *Participation in Centralized Contracts*) and may be extended with the joint approval of the Contractor and the Commissioner for joint purchasing by any department, agency or instrumentality of the United States government and/or any state including political subdivisions thereof ("other authorized entities"). In the event that this Contract is so extended, such other authorized entities shall be solely responsible for liability and performance under the Contract, and Contractor agrees to hold them solely responsible for such liability and performance.

2. MERGER OF APPENDICES/CONFLICT OF CLAUSES

This Contract shall incorporate the following appendices as if set forth herein at length. Only documents expressly enumerated below shall be deemed a part of this Contract, and references contained in those documents to additional Contractor documents not enumerated below shall be of no force and effect. Conflicts between these documents shall be resolved in the following descending order of precedence, which supersedes the order of precedence stated in Appendix B:

Appendix A	<i>Standard Clauses for NYS Contracts</i>
Contract (This Document)	
Appendix B	OGS General Specifications
Appendix C	<u>Mandatory</u> : Contractor's Executive Law, Article 15-A (M/WBE) Requirements
Appendix D	Contract Update Form (For Product and Pricing Updates)
Appendix E	Required Contractor Submissions: # 1 Mandatory Contractor Questionnaire # 2 Contractor, Reseller & Distributor Information # 3 NYS Net Prices # 4 Consulting and Training (Description of Services & Course Offerings)
Appendix F	Subscription Plan Order for State/Local Government
Appendix G	Supplemental Terms for Specific Materials
Appendix H	Risk and Analytics Group Application and Agreement – Government Agencies Schedule A
Appendix I	CourtLink – terms and conditions CourtLink – fixed price, one year – full term, small law version CourtLink – fixed price agreement – small law, no capped version

Notwithstanding the foregoing, if there is a conflict between the Base Contract and Appendices F, G, H, I, or J solely with respect to the searching, printing or downloading of the electronic information in the Databases, then the License rights in the Base Agreement for access to and use of the Contractor's Databases will control such license grant and the license restrictions in Appendix F and/or Appendix G and/or Appendix H and/or Appendix I and/or Appendix J, whichever is applicable, shall control such conflict.

3. DEFINITIONS:

The definitions in Appendix B shall apply to this contract and shall be supplemented by the following additional definitions:

Archiving shall mean the establishment of a preservation copy of the material for a given Product which is accessible on-line at a given point in time.

Authentication shall mean a network (whether a standalone network or a virtual network within the Internet) that is accessible only to End Users, either through IP addressing or through other means of user authentication.

Concurrent Users shall mean the number of end users that have access to a Database at a given point in time and can mean either of the following:

- **Concurrent Sessions Definition:** Under this definition, concurrent user is interpreted to include any user station device which, at the point in time of measurement, has established a logical session path to the Licensor's on-line service, enabling an immediate search request to be made directly to the Licensor's search software. This is the common meaning of such expressions as being "signed on" or "logged on" to the on-line service. Under this definition, any signed on terminal or user station device is counted as part of the concurrent use total, regardless of whether the user is at the user station; formulating a new search request; waiting for the Licensor's system to respond to a search request; or digesting the results of a previous request.
- **Active Request Definition:** Under this definition, only users who have submitted a search request transaction to the Licensor's on-line service and have not yet received a response from the Licensor's system are considered to be active users.

Database shall refer to the specific electronic information or advisory services maintained by a Licensor in various categories. For the purposes of this Contract, a Database shall include all forms of electronic information including but not limited to journals, newspapers in electronic form, books, titles, legal case studies, etc.

End User shall mean those persons who bear a valid End User identification card or equivalent (faculty or student ID, employer ID, borrower card, etc.). In addition, non-affiliated patrons of End User's library site(s) ("walk-ins") will be permitted reasonable access to the Licensed Materials.

Fair Use shall mean acceptable use under the Copyright Revision Act 1976 as amended subsequently provided that such rights are exercised in accordance with Section 108 of the Act and with the guidelines developed by the National Commission on New Technological Uses of Copyrighted Works (CONTU Guidelines) and published in U.S. Copyright Office Circular 21.

Server shall mean the computer system(s) on which the Products reside and through which Authorized Users gain access to the Products, whether the server is maintained by the Contractor or by a third party designated by the Contractor.

User Station shall mean a personal computer, non-intelligent terminal, or other similar device to gain access to the Databases.

4. PRODUCT OFFERINGS

Products available under this Contract are set forth in Appendix E . These offerings may be updated during the Contract term to incorporate new Product offerings, and price revisions and to delete items. Offering updates must be submitted under the Contract as soon as possible after they are announced by Contractor.

The Contractor shall provide specified Databases on a non-exclusive basis pursuant to this Contract. The Contractor shall provide on line access to the Databases for the OGS Contract Administrator free of charge. The Contractor shall maintain and provide a highly stable and usable Product and Web server capable of serving the Authorized User population. The Contractor shall abide by an agreed upon schedule of publication testing. To the greatest extent possible, the Contractor shall adhere to the International Coalition of Library Consortia (ICOLC) guidelines concerning statistics, technical issues and the purchase of electronic information resources.

A. Contractor's Product Line: Product(s) offered by Contractor either under Contractor's U.S. Commercial Price List or under a GSA Supply Schedule, may be included under this Contract.

B. Third Party Products: To the extent that the Contractor's U.S. Commercial Price List includes third party Products, which third party products overlap with offerings under other State Contracts, the State reserves the right, in its sole judgment, to exclude or delete overlapping items from this Contract, or to include such items under this Contract only if the Contractor offers it at or below the alternative Contract price. Only third party Products which are included in the Contractor's U.S. Commercial Price List may be sold under this Contract.

C. Services: Authorized Users may acquire services, including consulting and training, under this Contract. Consulting and training services as set forth in Appendix E (Submission #4) may be acquired from Contractor on a limited basis. Consulting and training services may not exceed twenty (20%) percent of the total order price for product. "Total order price" shall be defined as the aggregate purchase order amount for product placed by the Authorized User under this Contract in a twelve month period. Consulting and training which exceed twenty (20%) may be procured competitively using the OGS IT Services mini-bid process or another procurement process selected by the Authorized User. Note: Advisory services that are an integral part of the electronic on-line subscription service are not considered consulting services and are not limited by the "20% rule", however, any services not within the parameters of advisory services will be subject to the "20% rule". OGS reserves the sole right to determine what services fall within the parameters of advisory services.

5. CONTRACT ADMINISTRATION

A. Contract Administrator: Contractor must provide a dedicated Contract administrator to support the updating and management of the Contract on a timely basis. Information regarding the administrator shall be set forth in Appendix E (Submission #2).

B. “Toll Free” Number: Contractor must provide a toll free telephone number for order tracking/delivery schedule information, Contract administration issues, as well as other questions by Authorized Users related to the day to day operation and use of the Contract other than Product support. The toll free number must be available Monday through Friday on State business days between the hours of 8 a.m. to 5 p.m., Eastern Time. The number shall be set forth in Appendix E (Submission #2).

Contractor may additionally offer an online e-mail or Internet site for order tracking/delivery schedule information for those customers who have electronic access.

C. Procedures for Updating Contract Price & Product Listings **NOTE: THE FOLLOWING PROCEDURES ARE NOT APPLICABLE TO CONTRACTOR PROPOSED CHANGES TO CONTRACT TERMS AND CONDITIONS.** *Any implied or express request for changes in or additions to existing Contract terms and conditions, including new terms and conditions associated with a specific Product line being added to the Contract for the first time, requires a formal Contract amendment and requires the approval of OGS, the NYS Attorney General and the NYS Comptroller. New or revised Contract terms and conditions are subject to the restrictions set forth in Appendix B, Section 40.*

The following guidelines and Appendix D, Contract Update Form attached to this Contract are subject to change at the discretion of OGS.

(1) TYPES OF CONTRACT UPDATES: In order to expedite processing of a change request, where proposed changes involve more than one category below, they should be submitted to OGS as totally separate requests.

a) AUTO ADDS / DELETIONS – “Auto Adds/Deletions” are Contract changes and updates made in accordance with the previously approved Contract pricing formula; e.g., a “discount from list” or pricing based on an approved GSA-based price Schedule. “Auto Adds” do not include any price increases. “Auto Adds/Deletions” include: i) adding new products within the established, previously approved pricing structure, ii) lowering pricing for Products previously incorporated under the Contract, and iii) deleting Products previously incorporated under the Contract. For categories (i) and (ii) Auto Adds: Contractor shall automatically update the Contract price list and may proceed with selling Products without prior approval of either OGS or the Comptroller. Contractor should note, however, that all “Auto Adds” approved by OGS are subject to a post audit by the Office of the State Comptroller. For category (iii) Auto Deletions, at the end of and subject to the period specified in Appendix B, Clause 84 (“Changes in Product or Service Offerings”), Contractor may automatically update the Contract price list by deleting the Product(s), without prior approval of either OGS or the Comptroller.

All “auto adds” must be immediately posted electronically by the Contractor at the Contract web site.

b) REGULAR ADD - “Regular Adds” are requests for i) price increases for Products which are already incorporated under the Contract, and ii) addition of new products to the Contract which do not fall under the previously established price structure or discounts for Product types previously approved under the Contract. Regular Adds include rebundled Products or Services. Regular Adds must be submitted to OGS for prior approval, and must be accompanied by a justification of reasonableness of price. Regular Adds are subject to pre-audit by the Comptroller. If approved, OGS staff will notify Contractor in writing. Price increases or new product offerings may not be electronically posted by Contractor until after receipt of OGS approval of the “Regular Add”.

When the Contract pricing is based on GSA prices, the revised prices or prices of new Products must reflect current GSA prices adjusted as necessary for any additional discounts.

c) SPECIAL ADD – Contract changes and updates that do not fall within either of the above categories, will be processed as “Special Adds”. Special Adds are changes that are not specifically covered by the terms of the Contract but inclusion is found to be in the best interest of the State. Contractor must provide a justification of reasonableness of the prices offered and a statement explaining why it is in the best interest of the State to approve the new Products. Special Adds are subject to pre-audit by the Office of the State Comptroller. If approved, OGS staff will notify Contractor in writing. New offerings may not be electronically posted by Contractor until after receipt of OGS approval of the “Special Add”.

d) CHANGES IN RESELLER LIST - If the Contractor allows resellers to participate in the Contract in accordance with the Use of Resellers/Distributors clause of this Contract, requests to add or delete resellers or to modify reseller information must be submitted for prior approval of the State. Contractor may request changes to the designated Reseller List by submission of a completed, revised Appendix F, Submission # 2.

(2) CONTRACTOR’S SUBMISSION OF CONTRACT UPDATES: In connection with any Contract update, OGS reserves the right to:

- request additional information

- reject Contract updates
- remove Products from Contracts
- remove Products from Contract updates
- request additional discounts for new or existing Products

(3) PRICE JUSTIFICATION – FORMAT: Contractor is required to submit the Product and price information for the update in an Excel spreadsheet format in hard copy in triplicate and on a floppy disk or electronically via e-mail to the OGS Purchasing Officer. The list must be dated and the format should be consistent with the format of the price list(s) included in the NYS Net Price appendix of this Contract. The price list should separately include and identify (e.g., by use of separate worksheets or by using italics, bold and/or color fonts):

- Price increases
- Products being added

The State reserves the right to require a revised NYS Net Price List at any time during the Contract period, and it will be requested if there have been numerous updates since the last complete update. Each updated price list must include the date the price list was prepared.

(4) SUPPORTING DOCUMENTATION: Each update request must include the current U.S. commercial price list relevant to the Products included in the update. If the NYS Net Prices are based on a GSA Schedule, the current GSA Schedule must also be included with the update request. Requested price increases not based on an approved GSA schedule must also include a copy of the current National Consumer Price Index as described in the “Payments/Pricing” section of the Contract.

(5) COVER LETTERS: A Contract update must be accompanied by three (3) copies of the Contract Update Form set forth in Appendix E. Contractor should briefly describe the nature and purpose of the update (e.g., update requested in order to reflect a recently approved GSA schedule, to restructure the pricing to its Licensees generally, and/or for new Products or services which fall into a new group or category that did not exist at the time of approval of the Contract by the New York State Comptroller, etc.). Each of the three copies of the Contract Update Form must contain original signatures by an individual authorized to sign on behalf of Contractor, and an original corporate acknowledgment.

6. PAYMENTS/PRICING

Prices shall be calculated and paid in accordance with this section and Appendix E (Submission # 3) in effect at the time of order placement. Pricing set forth in Appendix E (Submission # 3) includes all applicable documentation, media, shipping, delivery and handling charges. (Hereinafter “NYS Net Price”) Contractor may, however, upon mutual agreement of the Authorized User, negotiate more advantageous pricing for particular orders.

A. Travel, Meals & Lodging Unless expressly set forth to the contrary in Appendix E (Submission # 3), NYS net prices set forth in the Contract shall be deemed inclusive of travel, meals and lodging, wherever applicable. Where travel, meals and lodging are allowed over and above the NYS Net Prices, reimbursement to Contractor for such costs for employees who do not reside in the local commuting area for the work site, shall be made in accordance with the State’s Travel Reimbursement Manual published by the New York State Office of the State Comptroller. It will be the responsibility of the Authorized User to provide Contractor the most recently published reimbursement guidelines and rates.

B. Subsequent Changes to Product Offerings All changes must be in accordance with the procedures set forth below and require the advance approval of OGS.

(1) Adding New Products: Where future Products become commercially available during the Contract term and are offered to New York State, the Contract may be updated to include such offerings.

(2) Deletion of Products: OGS reserves the right to delete any Product from the Contract at its discretion at any time.

(3) Price Decreases: Shall be calculated in accordance with Appendix B, Clause 24.

(4) Price Increases: (Pricing not Benchmarked to GSA Supply Schedule) Additionally, where pricing submitted for Products or services is not benchmarked to an approved GSA Supply Schedule:

a) First Twelve Months Fixed Pricing offered shall be fixed for the first twelve (12) months of the Contract term from the date of Comptroller approval.

b) Price Increase Requests Contractor may thereafter request an increase in the pricing contained in Appendix F a maximum of once in any twelve month period provided that Contractor certifies in writing that the price change for Product applies to its U.S. Commercial Price List, and that Contractor documents the request to the satisfaction of the State.

c) Escalation Cap Contractor has the sole responsibility to submit to OGS a rate adjustment request which must include a copy of the index or other supporting documentation necessary to support the request. Such adjustment shall in no event exceed the lesser of five (5) percent or the percent increase in the latest copy of the “National Consumer Price Index for

All Urban Consumers (CPI-U)", as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. In no event can prices exceed the Contractor's published U.S. Commercial List price.

d) Effective Date of Increase Price increases shall be effective upon final approval by the State, and may not be posted on the Internet prior to receipt of final approval.

C. GSA Benchmarked Pricing Additionally, where the NYS Net Price is based upon an approved GSA Supply Schedule:

(1) **Associated Discounts** The State is entitled to all associated discounts enumerated in the GSA Supply Schedule (including, but not limited to, discounts for additional sites and volume discounts), as well as any other pricing or discount terms as are expressly enumerated in this NYS Contract or GSA schedule, when calculating the NYS Net Price; and

(2) **Industrial Funding Fee** GSA pricing incorporates a sum referred to as the "GSA Industrial Funding Fee". OGS reserves the right to require either that: the IFF is remitted directly to OGS, or the state contract prices be reduced, by an amount equivalent to the IFF. If the latter, the NYS Net Price shall be calculated by reducing the published GSA price, after the discounts, if any, set forth in paragraph (1), above, downward by the amount of the Industrial Funding Fee, currently set at .75%. Therefore, the "NYS Net Price" shall be calculated by multiplying 0.9925 times the GSA price, and

(3) **Pricing Increases** Price increases shall be effective upon final approval by the State, and may not be electronically posted by Contractor prior to receipt of final approval.

D. Third Party Agreements Contractor may change the rates to certain Databases, features and third party gateway charges in an amount equal to the increase from said third party, or make them excluded charges if Contractor is contractually bound or otherwise required to do so by a third party contributor of data to Contractor. Third party vendor contract price increases pursuant to this paragraph may be passed through to the Licensee provided that the charges have been documented by the Vendor. Such documentation shall be deemed shown upon OGS receipt of the following:

- a. Notice of said increase shall be furnished to the State at the address for the issuing officer at least thirty (30) days prior to such change going into effect; and
- b. Contractor shall furnish from said third party vendor a written statement of an independent auditor verifying: a) the date on which such price increase from third party shall be deemed effective as against Contractor; and b) the percentage increase in the charge which the third party vendor is charging to Contractor as a gateway for vendor's services.

7. DISTRIBUTION OF CONTRACTOR PRICE LIST AND CONTRACT APPENDICES

Contractor shall bear the cost of and shall effect distribution of copies of the Contract, including price lists and appendices, upon request. Contractor shall not, however, distribute Contract information unless OGS has approved it in advance. Contractor shall also be required to furnish OGS with additional copies of the approved price lists (paper copy or diskette, at the State's discretion) upon request as may be necessary in the normal course of business.

8. CURRENT AGREEMENTS BETWEEN CONTRACTOR AND ELIGIBLE AUTHORIZED USERS

Eligible Authorized Users, including educational institutions of the State of New York, with independent contracts for Contractor products and services may, at any time, convert any existing contract(s) with Contractor to participate under this Contract and upon doing so shall have all rights of an "Authorized User", provided that notice of such migration shall be forwarded to the Contractor.

Contractor has an affirmative responsibility to inform eligible Authorized Users, via e-mail or other formal communications, of the terms, conditions and pricing of this Contract at the earliest opportunity after approval of this Contract by all parties.

9. ACCESS TO PRODUCTS; ARCHIVING; AUTHORIZED USERS:

- A. Access: Access to the Products, such as the Databases, by Authorized Users shall be either via electronic media or the World Wide Web from the Contractor's server(s). The Contractor shall insure that the Products are highly stable and usable (including average response time of less than 5 seconds, and uptime, except for scheduled maintenance, of 96.9%), and shall insure that the Web server(s) is (are) fully capable of serving Authorized Users. The Contractor will provide sufficient additional bandwidth and servers to ensure no degradation of services if necessary. Access shall be controlled by IP addresses, passwords or other appropriate authentication technology.
- B. Archiving: If at any time during the term of this Agreement, the Contractor should cease its on-line delivery of the Products, the Contractor shall provide to The State of New York a preservation copy of the material accessible online if offered by either Contractor or Publisher to any other commercial customers.

The Contractor may charge a non-exorbitant fee for the archival copy(ies). Such fee(s) to be included in Appendix E.

C. Authorized Users will prepare and submit to the Contractor a list of End Users that shall include name, address, and contact information.

D. License Scope:

(1) **Database Access Systems:** The Contractor and the State agree that the hardware and software portions of the Product and Documentation provided to the Authorized Users that allows or permits access to the Database(s) shall be governed by Appendix B, paragraph 78, Software License Grant

(2) **Database License:** The Contractor and the State agree that the license for the Databases portion of the Product shall be governed as set forth below:

a) Authorized User is granted a non-exclusive, transferable, term license to access and use the Databases in accordance with this Contract. The license term for the Database license shall commence upon the License Effective Date, provided, however, that where an acceptance or trial period applies to the Product, the License Term shall be extended by the time period for testing, acceptance or trial

b) Contractor warrants and represents (i) full ownership, clear title free of all liens, or (ii) the right to grant a non-exclusive term license to access and use any Database(s), provided to Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor fully indemnifies the Authorized User for any loss, damages or actions arising from a breach of said warranty without limitation.

c) Though Contractor uses extensive procedures to keep its Databases current and promote data accuracy, Authorized User acknowledges that the Databases may contain a degree of error. ALL DATABASES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE DATABASE(S).

d) Permitted License Transfers: As Licensee's business operations may be altered, expanded or diminished, Databases licenses may be transferred or combined for use at an alternative or consolidated site not originally specified in the license, including transfers between Agencies ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days prior written notice to Contractor of such move(s) and must certify in writing that the Database is not in use at the prior site. There shall be no additional license or other transfer fees due Contractor.

E. Concurrent Use License: Where licensing of Products is based upon "Concurrent Users", Contractor hereby grants license rights to the specified number of concurrent users actually executing the licensed programs, without reference to location or named users (hereinafter "Concurrent Users"). Upon written notice to Contractor, Licensee reserves the right, without penalty or termination of the existing license, to increase or diminish the number of Concurrent User licenses.

F. Notwithstanding the term of the Agreement, an individual Authorized User may subscribe annually within the term of the Agreement, renewable by the Authorized User annually. By mutual agreement, the annual subscription period may be for a stated annual term for all Authorized Users, provided however; that additional End Users may be added any time during the Contract period on a prorated basis.

10. CONTRACTOR'S PERFORMANCE OBLIGATIONS:

A. The Contractor will provide and maintain help files and other appropriate user documentation for the Products to be accessible to all Authorized Users free of charge.

B. The Contractor will offer reasonable levels of continuing support to assist Authorized Users and their End Users in their use of the Products. Contractor will make its personnel available by email, phone or fax during regular business hours, Monday through Friday for feedback, problem solving, or general questions free of charge.

C. The Contractor shall use reasonable efforts to ensure that the Contractor's server or servers have sufficient capacity and rate of connectivity to provide all Authorized Users and their End Users with a quality of service comparable to current standards in the on-line information provision industry in the Authorized User's locale. The Contractor shall use reasonable efforts to restore access to the Products as soon as possible in the event of an interruption or suspension of service. In the event that access to the Products is not restored in a reasonable time, the Contractor will provide appropriate reimbursement to the Authorized User in an amount proportional to the total fee for the Products had they been available to the Authorized User.

D. Authorized User understands that from time to time the Products may be added to, modified, or deleted by the Contractor and/or that portions of the Products may migrate to other formats. In accordance with section 19 of this Contract, the

Contractor shall give prompt notice of any such changes to Authorized User. Failure by the Contractor to provide such reasonable notice shall be grounds for immediate termination of the Agreement by Authorized User.

- E. The Contractor will ensure regular system and project updates to Authorized Users as they become available. The Contractor will provide additional training to Authorized User staff made necessary by any updates or modifications to the Products or any of the Contractor software.
- F. The Contractor will offer free on-line help to the End User. Prompts will be available for the End User to guide the End User through the steps in acquiring information. Training materials must also be available in print and/or electronic form.

11. AUTHORIZED USER PERFORMANCE OBLIGATIONS:

- A. Authorized Users acknowledge that the copyright and title to the information content and organization of the Products are and remain with the Contractor. Authorized User shall use reasonable efforts to inform its End Users and walk-in patrons of any restrictions on the use of the Products. Authorized User shall use reasonable efforts to protect the Products from any use that is not permitted under this Agreement, and shall notify the Contractor of any such use of which it learns or is notified. In the event of any unauthorized use of the Products, (a) the Contractor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (b) the Contractor may request that Authorized User terminate access of the persons making such unauthorized use to the Products. The Contractor shall take none of the steps described in this paragraph without first providing reasonable notice to Authorized User and working with the Authorized User to avoid recurrence of any unauthorized use.
- B. **Authorized Uses.** End Users may make all use of the Products, including Databases, as is consistent with the Fair Use Provisions of United States and international copyright laws. In addition, the Products may be used as follows:
 - (1) In accordance with the restrictions set forth in section 12 below, End Users may display, download, copy and/or print portions of the Products for use in research, education, or other non-commercial purposes.
 - (2) End Users may use a reasonable portion of the Products in the preparation of educational materials.
 - (3) End User may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan. End User agrees to maintain records respecting End User's use of Materials in such Interlibrary Loan and to provide such records to the Contractor upon request.

12. SPECIFIC RESTRICTIONS ON USE OF PRODUCTS:

- A. Authorized User shall not knowingly permit anyone other than End Users to use the Products.
- B. Authorized User may not utilize the Products for commercial purposes, including but not limited to the sale of the Products, fee-for-service use of the Products, or bulk reproduction or distribution of the Products in any form; nor may Authorized User impose special charges on End Users for use of the Products beyond reasonable printing or administrative costs.
- C. End Users may not disseminate or redistribute the Products via electronic bulletin boards, e-mail, intranets, the Internet or similar medium or service.
- D. Authorized User may not use information included in the Databases 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.
- E. Authorized User may not remove or obscure the copyright notice or other notices contained in electronic information obtained from the Databases. Further, Authorized User acknowledges that access to and use of the Databases via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Databases is permitted only via manually conducted, discrete, individual search and retrieval activities.
- F. This License includes the right for all End Users of an Authorized User to simultaneously or concurrently access and use the Databases without reference to location.
- G. While an Authorized User has the right to electronically display electronic information retrieved from the Databases to no more than one person at a time, such right is subject to the Supplemental Terms for Specific Materials set forth in Appendix G. Notwithstanding the foregoing, multiple End Users may view such materials in an electronic format so long as the End Users are in the same physical location (e.g., a conference room, auditorium, etc.).

- H. The Authorized User has the right to obtain printouts of electronic information obtained from the Databases and to create a single printout of such materials after such Materials have been downloaded to an Authorized User's individual computer or work station. In addition to the foregoing, the Authorized User has the right to fax or email electronic information using the fax and email functionality available in the Databases. To the extent permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms for Specific Materials set forth in Appendix G, an Authorized User may make copies of such printouts, distribute printouts and copies and keep printouts and copies indefinitely.
- I. With respect to electronic information that are court cases, court rules, court briefs, agency-issued documents, agency regulations or executive branch materials from the United States, its states or territories (collectively, "Authorized Legal Materials"), the Authorized User has the right to download and store in machine-readable form, primarily for one person's exclusive use (downloading to simultaneous access databases is prohibited), insubstantial portions of the Authorized Legal Materials included in any individual file or content source to the extent the storage of the Authorized Legal Materials is not further limited or prohibited by the Supplemental Terms for Specific Materials set forth in Appendix G. Authorized Legal Materials may be downloaded and stored for as long as needed or until this license is terminated, whichever occurs first.
- J. With respect to all materials other than Authorized Legal Materials, the Authorized User has the right to download and store in machine-readable form for no more than 90 days, primarily for one Authorized LN ID User's exclusive use (downloading to simultaneous access databases is prohibited), insubstantial portions of those materials included in any individual file or content source to the extent the storage of those materials is not further limited or prohibited by the Supplemental Terms for Specific Materials, set forth as Appendix G.
- K. Contractor has provided documentation regarding its obligation to incorporate additional terms and conditions for use (e.g., downloading, storing or redistributing data) for selected content available under the Contract. The additional terms of use are listed in Appendix G, entitled *Supplemental Terms for Specific Materials*. Notwithstanding Appendix G, the parties agree that the legal issues (e.g., governing law, jurisdiction, venue, etc.) are set forth in the Base Contract, Appendices A and B and all conflicts shall be resolved by the order of precedence set forth in Section 2 (Merger of Appendices/Conflict of Clauses) of the Contract. **Further, OGS has not reviewed these clauses for acceptability; accordingly, the Authorized User is obligated to review and make an independent determination, with the advice of legal counsel as necessary, about the acceptability of a particular additional term and condition before placing an order. Submission of an order for Materials is deemed acceptance of associated supplemental terms and conditions.**

13. REPORTING/MONITORING CONTRACT PERFORMANCE

Contractor shall electronically provide the State with verified semi-annual reports in the format required by the State showing the dollar volume of any and all sales under this Contract for the prior six-month period. Said report shall include a break out of participation by individual Authorized Users, including State and non-State governmental entities and others authorized by law. The Industrial Funding Fee payable to the New York State Office of General Services Finance Office will also be due on the same schedule. Reports and Industrial Funding Fee payments shall be delivered within thirty (30) days of the close of the semi-annual period. Semi-annual periods will end on December 31st and June 30th. If the contract period begins or ends in a fractional portion of a reporting period only the actual contract sales for this fractional period should be reported in that semi-annual report. Similarly the Industrial Funding Fee payable to the New York State Office of General Services Finance Office will only be due for the actual contract sales reported in that reporting period. The amount of the Industrial Funding Fee Payment shall match the contract sales contained in the semi-annual report based on the percentage established by the GSA. This percentage is currently set at .75%. In the event that a Contractor utilizes resellers, it is the responsibility of Contractor to include all Contract revenues from these participants in the semi-annual report. Where third party Product is offered and delivered under this Contract, Contractor shall be required to separately report such sales volume on a semi-annual basis to the State.

The State shall have the right to verify said report and Industrial Funding Fee payments and to take any action(s) necessary to enforce its rights under this paragraph, including but not limited to the right to stop payments until such reports or Industrial Funding Fee payments are received, audit Contractor's applicable Contract books, to substitute, in its sole judgment, a good faith estimate of Contract usage upon failure of Contractor to deliver said report as required where pricing is based upon aggregate volume, or to terminate the Contract for cause or seek other judicial relief. In the event the contractor fails to submit reports the Industrial Funding Fee will become due based on the state's good faith estimate of sales.

14. TRAINING AND IMPLEMENTATION

Contractor is required at no extra charge to assist the Office of General Services and Authorized Users with training and implementation in use of the Contract. Training shall be limited to that information necessary for Authorized Users to properly understand contract terms and conditions, and pricing of products, etc. Any informational materials developed will be subject to approval by OGS. Contractor and OGS will jointly implement use of materials.

15. ENTIRE AGREEMENT

This Contract and the referenced appendices constitute the entire agreement between the parties thereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be

binding or valid and the Contract shall not be changed, modified or altered in any manner except as indicated in section 19 of this Contract by an instrument in writing executed by both parties hereto, with the approval of the Attorney General and the Comptroller for the State of New York. Licensees shall not have the authority to modify the terms of the Contract, except as to better terms and pricing for a particular procurement than those set forth herein.

16. NOTICES

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Contract shall be in writing and shall be validly given when mailed by registered or certified mail, or hand delivered, (i) if to the State, addressed to the State at its address set forth below, and (ii) if to Contractor, addressed to Contract Administrator at the address set forth in Appendix E. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Contract by giving fifteen (15) days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for purposes of this Contract. The New York State Contract Administrator for this Contract is:

Nicholas Jacobia
Procurement Services Group
38th Floor, Corning Tower
Empire State Plaza
Albany, New York 12242
Phone: (518) 473-4651
Fax: (518) 486-6867
Email: nicholas.jacobia@ogs.state.ny.us

To Contractor: LexisNexis, a division of Reed Elsevier Inc.
Attn: Chief Legal Officer
125 Park Avenue, 23rd Floor
New York, NY 10017
Phone: (212) 309- 448-2115
Fax: (212) 309--5487

With a copy to: LexisNexis, a division of Reed Elsevier Inc.
Attn: Customer Legal Services
9443 Springboro Pike (B4/F5)
Miamisburg, OH 45342
Phone: (937) 865-6800
Fax: (937) 865-1211

17. CAPTIONS

The captions contained in this Contract are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

18. SEVERABILITY

If any provision of this Contract is deemed invalid or unenforceable, such determination shall have no effect on the balance of the Contract, which shall be enforced and interpreted as if such provision was never included in the Contract. In addition, the parties will endeavor in good faith to replace the invalid or unenforceable provision with a valid or enforceable one that most closely embodies the original intentions of the parties.

19. MISCELLANEOUS

- A. The Contractor and OGS acknowledge that materials and features may be added to or withdrawn from Contractor's Databases and the materials and features of Contractor's Databases otherwise changed without notice. If Contractor removes any content that represents a substantial portion of the usage incurred in the ordinary course of business by any separate billing account or Authorized User, then Contractor shall notify the affected billing account or Authorized User as soon as practical. At no additional cost, Agencies and Authorized Users may check the status of Databases or materials at any time by searching the Directory of Online Services at www.lexisnexis.com/infopro or calling Contractor's Customer Support at 1-800-543-6862, which is generally available 24 hours a day and 7 days per week. Notwithstanding Sections 1 and 13 above, OGS and Contractor agree that Appendices F, G, H, I, and J may be immediately changed from time to time by Contractor upon written notice to the Authorized Users and OGS or by written agreement. If any such change is made to Appendices F, G, H, I or J, Contractor warrants it will not be arbitrary, indiscriminately directed to Authorized Users and shall apply to all Contractor's customers using its Databases offered under this Contract. If any change is contrary to any NY statute, regulation or rule, then such change shall be void ab initio and shall not apply to any Authorized Users under this Contract. Further, if any such change shall conflict with this Contract, then such change shall be void and shall not apply to any Authorized User under this Contract unless the conflict is solely related to the searching, printing or downloading of the Contractor's Databases in which case section 2 above will apply.

If any change is unacceptable to an Authorized User, such Authorized User may terminate its License, or portions thereof, to the Databases and shall be entitled to a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed

charges. For an Authorized User's termination to be effective under this Section, it must be provided to Contractor within 90 days of the receipt of actual notification or of the effective date of the changes, whichever is later. Continued use of the Databases following the effective date of any change shall not affect the foregoing termination rights.

- B. "Authorized LN ID User(s)" means an officer, director, employee, temporary employee, contractor or agent of any Authorized User, who is assigned an identification number under the terms of this Contract ("LN ID"). Each Authorized User and its Authorized LN ID Users agree that each LN ID may only be used by the Authorized LN ID User to whom it is assigned and may not be shared with or used by any other person, including other Authorized LN ID Users. Each Authorized User will manage its roster of Authorized LN ID Users and will promptly notify Contractor to deactivate an Authorized LN ID User's LN ID if the Authorized LN ID User no longer works for the Authorized User or otherwise wishes to terminate such access to the Databases Services. Each Authorized User is responsible for all use of the Databases accessed with LN IDs issued to its Authorized LN ID Users, including associated charges, and for use of the Databases by temporary employees and contractors to the same extent as if they were the Authorized User's employees. Other Authorized User obligations are set forth in section 11, Authorized User Performance Obligations.
- C. Upon written notice to Contractor, an Authorized User reserves the right, without penalty or termination of the existing License, to increase or diminish the number of Authorized LN ID Users who may access and use the Databases.
- D. Authorized LN ID Users may not use an LN ID to access the Databases from outside the country for which it was issued for more than 30 consecutive days. For temporary work assignments beyond 30 days, the Authorized LN ID User must contact LN for a geographically compliant LN ID at no additional cost to the Agency.

20. DISPUTE RESOLUTION POLICY

It is the policy of the Office of General Services Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown above under "Notices" or through the OGS website (www.ogs.state.ny.us).

21. AMENDMENTS TO APPENDIX B

The Parties agree that Appendix B, setting forth the General Specifications for Centralized Contracts is amended as follows:

- A. Section 56 (Assignment) is hereby replaced in its entirety with the following language:

56. ASSIGNMENT The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract without the prior written consent of the Commissioner or Authorized User (as applicable). The Commissioner's or Authorized User's consent shall not be unreasonably withheld. Failure to obtain consent to assignment from the Authorized User shall revoke and annul such Contract. Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors. Prior to a consent to assignment of monies becoming effective, the Contractor shall file a written notice of such monies assignment(s) with the Comptroller. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request to assignment to the Commissioner and seek written agreement from the Commissioner which will be filed with the Comptroller. The Commissioner reserves the right to reject any proposed assignee in his/her discretion.

- B. Paragraph b of section 72 (Additional Warranties) is hereby replaced in its entirety with the following language:

b. Title and Ownership Warranty Contractor warrants and represents (i) full ownership, clear title free of all liens, or (ii) the right to grant a non-exclusive license to access and use any Products provided to Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor fully indemnifies the Authorized User for any loss, damages or actions arising from a breach of said warranty without limitation.

- C. Section 74 (Indemnification) is hereby replaced in its entirety with the following language:

74. INDEMNIFICATION Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify and save harmless the Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any

intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Authorized Users. In connection with the foregoing, the State shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor.

IN WITNESS WHEREOF, the parties therefore hereby execute their mutual agreement to the terms of this Contract. This agreement shall be executed and shall be a binding Contract between the parties as set forth in Appendix B, Clause 38. The State further warrants that, where Contractor is asked to execute multiple original copies of this signature page along with a complete original copy of the Contract, the approved signature page(s) will be affixed by the State, upon final approval by the NYS Comptroller, to additional copies of this Contract which conform exactly to the complete original copy as submitted by Contractor and executed simultaneously therewith.

The acknowledgment must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this agreement, Appendix A (Standard Clauses For New York State Contracts), Appendix B (OGS General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, bidder affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

CONTRACTOR

THE PEOPLE OF THE STATE OF NEW YORK

By: Christian E. Woolford
Name: Christian E, Woolford
Title: Senior Pricing Analyst
Contractor Firm Name: LexisNexis, a division of Reed Elsevier Inc.
Federal Tax Identification #: 52-1471842

By: Donald R. Greene
Name: Donald R. Greene
Title: Assistant Director
Office of General Services

APPROVED AS TO FORM
NYS ATTORNEY GENERAL

NOV 24 2008

Lorraine J. Remo
LORRAINE I. REMO

APPROVED AS TO FORM
ANDREW M. CUOMO
New York State Attorney General

APPROVED
DEPT. OF AUDIT & CONTROL

DEC 22 2008

Diane D. Taylor
FOR THE STATE COMPTROLLER

APPROVED
THOMAS P. DINAPOLI
New York State Comptroller

CORPORATE ACKNOWLEDGMENT

STATE OF OHIO }
 : ss.:
COUNTY OF MONTGOMERY }

On the 23rd day of October in the year 2008, before me personally came: **Christian E. Woolford**, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in **Bellbrook, OH**; that he is **Senior Pricing Analyst** of **LexisNexis, a division of Reed Elsevier, Inc.**, the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

Cheryl Lynn Peacock
Notary Public

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

TABLE OF CONTENTS

1. Executory Clause
2. Non-Assignment Clause
3. Comptroller's Approval
4. Workers' Compensation Benefits
5. Non-Discrimination Requirements
6. Wage and Hours Provisions
7. Non-Collusive Bidding Certification
8. International Boycott Prohibition
9. Set-Off Rights
10. Records
11. Identifying Information and Privacy Notification
12. Equal Employment Opportunities For Minorities and Women
13. Conflicting Terms
14. Governing Law
15. Late Payment
16. No Arbitration
17. Service of Process
18. Prohibition on Purchase of Tropical Hardwoods
19. MacBride Fair Employment Principles
20. Omnibus Procurement Act of 1992
21. Reciprocity and Sanctions Provisions
22. Purchases of Apparel

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability:

(a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the

Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement,

major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245

Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

THIS PAGE IS INTENTIONALLY LEFT BLANK

APPENDIX B
GENERAL SPECIFICATIONS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE

GENERAL

1. **APPLICABILITY** The terms and conditions set forth in this Appendix B are expressly incorporated in and applicable to the resulting procurement contracts let by the Office of General Services Procurement Services Group, or let by any other Authorized User where incorporated by reference in its Bid Documents. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

2. **GOVERNING LAW** This procurement, the resulting contract and any purchase orders issued hereunder shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise, and actions or proceedings arising from the contract shall be heard in a court of competent jurisdiction in the State of New York.

3. **ETHICS COMPLIANCE** All Bidders/Contractors and their employees must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the Bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

4. **CONFLICT OF TERMS** Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

- a. **Appendix A** (Standard Clauses for NYS Contracts)
- b. **Mini-Bid Project Definition** if applicable and in accordance with the terms and conditions of the Back-Drop Contract.
- c. **Contract and other writing(s)** setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid. In the latter circumstance, clarifications must specifically note in writing what was offered by the Contractor and what was accepted by the State. If not, such clarifications shall be considered last in the order of precedence under this paragraph.
- d. **Bid Documents** (Other than Appendix A).
 - i. Bid Specifications prepared by the Authorized User.
 - ii. Appendix B (General Specifications).
 - iii. Incorporated Contract Appendices, if any, following the order of precedence as stated for Contract above.
- e. **Contractor's Bid or Mini-Bid Proposal**.
- f. **Unincorporated Appendices** (if any).

5. **DEFINITIONS** Terms used in this Appendix B shall have the following meanings:

AFFILIATE Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) that effectively controls another company in which (a) the Bidder owns more than 50% of the ownership; or (b) any individual or other legal entity which owns more than 50% of the ownership of the Bidder. In addition, if a Bidder owns less than 50% of the ownership of another legal entity, but directs or has the right to direct such entity's daily operations, that entity will be an Affiliate.

AGENCY OR AGENCIES The State of New York, acting by or through one or more departments, boards, commissions, offices or institutions of the State of New York.

ATTORNEY GENERAL Attorney General of the State of New York.

AUTHORIZED USER(S) Agencies, or any other entity authorized by the laws of the State of New York to participate in NYS centralized contracts (including but not limited to political subdivisions, public authorities, public benefit corporations and certain other entities set forth in law), or the State of New York acting on behalf of one or more such Agencies or other entities, provided that each such Agency or other entity shall be held solely responsible for liabilities or payments due as a result of its participation.

BID OR BID PROPOSAL An offer or proposal submitted by a Bidder to furnish a described product or a solution, perform services or means of achieving a practical end, at a stated price for the stated Contract term. As required by the Bid Documents, the Bid or proposal may be subject to modification through the solicitation by the Agency of best and final offers during the evaluation process prior to recommendation for award of the Contract.

BIDDER/OFFERER Any individual or other legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) which submits a Bid in response to a Bid Solicitation. The term Bidder shall also include the term "offeror." In the case of negotiated Contracts, "Bidder" shall refer to the "Contractor."

BID DOCUMENTS Writings by the State setting forth the scope, terms, conditions and technical specifications for a procurement of Product. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions which are incorporated by reference, including but not limited to, Appendix A (Standard Clauses for NYS Contracts), Appendix B, (General Specifications). Where these General Specifications are incorporated in negotiated Contracts that have not been competitively Bid, the term "Bid Documents" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

BID SPECIFICATION A written description drafted by the Authorized User setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where these General Specifications are incorporated in negotiated Contracts that have not been competitively Bid, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

COMMISSIONER Commissioner of OGS, or in the case of Bid Specifications issued by an Authorized User, the head of such Authorized User or their authorized representative.

COMPTROLLER Comptroller of the State of New York.

CONTRACT The writing(s) which contain the agreement of the Commissioner and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law, and which most typically include the following classifications of public procurements:

a. Agency Specific Contracts Contracts where the specifications for a Product or a particular scope of work are described and defined to meet the needs of one or more Authorized User(s).

b. Centralized Contracts Single or multiple award Contracts where the specifications for a Product or general scope of work are described and defined by the Office of General Services to meet the needs of Authorized Users. Centralized Contracts may be awarded through multiple awards or through adoption of another jurisdiction's contract or on a sole source, single source, emergency or competitive basis. Once established, procurements may be made from the selected Contractor(s) without further competition or Mini-Bid unless otherwise required by the Bid Specifications or Contract Award Notification.

c. Back-Drop Contracts Multiple award Centralized Contracts where the Office of General Services defines the specifications for a Product or general scope of work to meet the needs of Authorized Users. Bids may be submitted either at a date and time certain or may be accepted on a continuous or periodic recruitment basis, as set forth in the Bid Specifications. Selection of a Contractor(s) from among Back-Drop contract holders for an actual Product, project or particular scope of work may subsequently be made on a single or sole source basis, or on the basis of a Mini-Bid among qualified Back-Drop contract holders, or such other method as set forth in the Bid Document.

d. Piggyback Contract A Contract let by any department, agency or instrumentality of the United States government, or any department, agency, office, political subdivision or instrumentality of any state or state(s) which is adopted and extended for use by the OGS Commissioner in accordance with the requirements of the State Finance Law.

e. Contract Letter A letter to the successful Bidder(s) indicating acceptance of its Bid in response to a solicitation. Unless otherwise specified, the issuance of a Letter of Acceptance forms a Contract but is not an order for Product, and Contractor should not take any action with respect to actual Contract deliveries except on the basis of Purchase Orders sent from Authorized User(s).

CONTRACT AWARD NOTIFICATION An announcement to Authorized Users that a Contract has been established.

CONTRACTOR Any successful Bidder(s) to whom a Contract has been awarded by the Commissioner.

DOCUMENTATION The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, which are necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product.

EMERGENCY An urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

ENTERPRISE The total business operations in the United States of Authorized User (s) without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of Authorized User.

ENTERPRISE LICENSE A license grant of unlimited rights to deploy, access, use and execute Product anywhere within the Enterprise up to the maximum capacity stated on the Purchase Order or in the Contract.

ERROR CORRECTIONS Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

GROUP A classification of Product, services or technology which is designated by OGS.

INVITATION FOR BIDS (IFB) A type of Bid Document which is most typically used where requirements can be stated and award will be made based on lowest price to the responsive and responsible Bidder(s).

LICENSED SOFTWARE Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g., patches, fixes, PTFs, programs, code or data conversion, or custom programming).

LICENSEE One or more Authorized Users who acquire Product from Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User(s) who took receipt of and who is executing the Product, and who shall be solely responsible for performance and liabilities incurred. In the case of acquisitions by State Agencies, the Licensee shall be the State of New York.

LICENSE EFFECTIVE DATE The date Product is delivered to an Authorized User. Where a License involves Licensee's right to copy a previously licensed and delivered Master Copy of a Program, the license effective date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

LICENSOR A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

MINI-BID PROJECT DEFINITION A Bid Document containing project specific Bid Specifications developed by or for an Authorized User which solicits Bids from Contractors previously qualified under a Back-Drop Contract.

MULTIPLE AWARD A determination and award of a Contract in the discretion of the Commissioner to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of Authorized Users (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

NEW PRODUCT RELEASES (Product Revisions) Any commercially released revisions to the licensed version of a Product as may be generally offered and available to Authorized Users. New releases involve a substantial revision of functionality from a previously released version of the Product.

OGS The New York State Office of General Services.

PROCUREMENT RECORD Documentation by the Authorized User of the decisions made and approach taken during the procurement process and during the contract term.

PRODUCT A deliverable under any Bid or Contract which may include commodities, services and/or technology. The term "Product" includes Licensed Software.

PROPRIETARY Protected by secrecy, patent, copyright or trademark against commercial competition.

PURCHASE ORDER The Authorized User's fiscal form or format that is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, electronic Purchase Order, or other authorized instrument).

REQUEST FOR PROPOSALS (RFP) A type of Bid Document that is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the method of award is "best value," as defined by the State Finance Law.

REQUEST FOR QUOTATION (RFQ) A type of Bid Document that can be used when a formal Bid opening is not required (e.g., discretionary, sole source, single source or emergency purchases).

RESPONSIBLE BIDDER A Bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment and integrity, and that is found to be competent, reliable and experienced, as determined by the Commissioner. For purposes of being deemed responsible, a Bidder must also be determined to be in compliance with Sections 139-j and 139-k of the State Finance Law relative to restrictions on contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.

RESPONSIVE BIDDER A Bidder meeting the specifications or requirements prescribed in the Bid Document or solicitation, as determined by the OGS Commissioner.

SINGLE SOURCE A procurement where two or more Bidders can supply the required Product, and the Commissioner may award the contract to one Bidder over the other.

SITE The location (street address) where Product will be executed or services delivered.

SOLE SOURCE A procurement where only one Bidder is capable of supplying the required Product.

SOURCE CODE The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine Object Code.

STATE State of New York.

SUBCONTRACTOR Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

TERMS OF LICENSE The terms and conditions set forth in the Contract that are in effect and applicable to a Purchase Order at the time of order placement.

VIRUS Any computer code, whether or not written or conceived by Contractor, that disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software,

firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer.

BID SUBMISSION

6. INTERNATIONAL BIDDING All offers (tenders), and all information and Product required by the solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (\$US). Any offers (tenders) submitted which do not meet the above criteria will be rejected.

7. BID OPENING Bids may, as applicable, be opened publicly. The Commissioner reserves the right at any time to postpone or cancel a scheduled Bid opening.

8. BID SUBMISSION All Bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their Bids to the location set forth in the Bid Specifications prior to the stated Bid opening date/time.

A Bid return envelope, if provided with the Bid Specifications, should be used with the Bid sealed inside. If the Bid response does not fit into the envelope, the Bid envelope should be attached to the outside of the sealed box or package with the Bid inside. If using a commercial delivery company that requires use of their shipping package or envelope, Bidder's sealed Bid, labeled as detailed below, should be placed within the shipper's sealed envelope to ensure that the Bid is not prematurely opened.

All Bids must have a label on the outside of the package or shipping container outlining the following information:

"BID ENCLOSED (bold print, all capitals)

- Group Number
- IFB or RFP Number
- Bid Submission date and time"

In the event that a Bidder fails to provide such information on the return Bid envelope or shipping material, the receiving entity reserves the right to open the shipping package or envelope to determine the proper Bid number or Product group, and the date and time of Bid opening. Bidder shall have no claim against the receiving entity arising from such opening and such opening shall not affect the validity of the Bid or the procurement.

Notwithstanding the receiving agency's right to open a Bid to ascertain the foregoing information, Bidder assumes all risk of late delivery associated with the Bid not being identified, packaged or labeled in accordance with the foregoing requirements.

All Bids must be signed by a person authorized to commit the Bidder to the terms of the Bid Documents and the content of the Bid (offer).

9. FACSIMILE SUBMISSIONS Unless specifically prohibited by the terms of the Bid Specifications, facsimile Bids may be SUBMITTED AT THE SOLE OPTION AND RISK OF THE BIDDER. Only the FAX number(s) indicated in the Bid Specifications may be used. Access to the facsimile machine(s) is on a "first come, first serve" basis, and the Commissioner bears no liability or responsibility and makes no guarantee whatsoever with respect to

the Bidder's access to such equipment at any specific time. Bidders are solely responsible for submission and receipt of the entire facsimile Bid by the Authorized User prior to Bid opening and must include on the first page of the transmission the total number of pages transmitted in the facsimile, including the cover page. Incomplete, ambiguous or unreadable transmissions in whole or in part may be rejected at the sole discretion of the Commissioner. Facsimile Bids are fully governed by all conditions outlined in the Bid Documents and must be submitted on forms or in the format required in the Bid Specifications, including the executed signature page and acknowledgment.

10. AUTHENTICATION OF FACSIMILE BIDS The act of submitting a Bid by facsimile transmission, including an executed signature page or as otherwise specified in the Bid Documents, shall be deemed a confirming act by Bidder which authenticates the signing of the Bid.

11. LATE BIDS For purposes of Bid openings held and conducted by OGS, a Bid must be received in such place as may be designated in the Bid Documents or if no place is specified in the OGS Mailroom located in the Empire State Plaza, Albany, New York 12242, at or before the date and time established in the Bid Specifications for the Bid opening. For purposes of Bid openings held and conducted by Authorized Users other than OGS, the term late Bid is defined as a Bid not received in the location established in the Bid Specifications at or before the date and time specified for the Bid opening.

Any Bid received at the specified location after the time specified will be considered a late Bid. A late Bid shall not be considered for award unless: (i) no timely Bids meeting the requirements of the Bid Documents are received or, (ii) in the case of a multiple award, an insufficient number of timely Bids were received to satisfy the multiple award; and acceptance of the late Bid is in the best interests of the Authorized Users. Bids submitted for continuous or periodic recruitment contract awards must meet the submission requirements associated with their specifications. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the Authorized User shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather, or security procedures for parking and building admittance shall not excuse late Bid submissions. Determinations relative to Bid timeliness shall be at the sole discretion of the Commissioner.

12. BID CONTENTS Bids must be complete and legible. All Bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Commissioner or may be grounds for rejection of the Bid. Changes, corrections and/or use of white-out in the Bid or Bidder's response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their Bids before submission, as amendments to Bids or requests for withdrawal of Bids received by the Commissioner after the time specified for the Bid opening, may not be considered.

13. EXTRANEOUS TERMS Bids must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Bid non-responsive and may result in rejection of the Bid.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or

resulting Contract, but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms that meet all the following requirements may be considered as having been submitted as part of the Bid:

- a. Each proposed extraneous term (addition, deletion, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form; and
- b. The writing must identify the particular specification requirement (if any) that Bidder rejects or proposes to modify by inclusion of the extraneous term; and
- c. The Bidder shall enumerate the proposed addition, counter offer, modification or deviation from the Bid Document, and the reasons therefore.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a Contract or Purchase Order unless submitted in accordance with the above and the Commissioner or Authorized User expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

14. CONFIDENTIAL/TRADE SECRET MATERIALS

a. Contractor Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Commissioner or Authorized User to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

b. Commissioner or Authorized User Contractor further warrants, covenants and represents that any confidential information obtained by Contractor, its agents, Subcontractors, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the State or any Authorized User hereunder or received from another third party, will not be divulged to any third parties. Contractor shall not be required to keep confidential any such material that is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the Authorized User, or otherwise obtained under the Freedom of Information Act or other applicable New York State laws and regulations. This warranty shall survive termination of this Contract. Contractor further agrees to take appropriate steps as to its agents, Subcontractors, officers, distributors, resellers or employees regarding the obligations arising under this clause to insure such confidentiality.

15. RELEASE OF BID EVALUATION MATERIALS Requests concerning the evaluation of Bids may be submitted under the Freedom of Information Law. Information, other than statistical or

factual tabulations or data such as the Bid Tabulation, shall only be released as required by law after Contract award. Bid Tabulations are not maintained for all procurements. Names of Bidders may be disclosed after Bid opening upon request. Written requests should be directed to the Commissioner.

16. FREEDOM OF INFORMATION LAW During the evaluation process, the content of each Bid will be held in confidence and details of any Bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. If the Bid contains any such trade secret or other confidential or proprietary information, it must be accompanied in the Bid with a written request to the Commissioner to not disclose such information. Such request must state with particularity the reasons why the information should not be available for disclosure and must be provided at the time of submission of the Bid. Notations in the header, footer or watermark of the Bid Document will not be considered sufficient to constitute a request for non-disclosure of trade secret or other confidential or proprietary information. Where a Freedom of Information request is made for trademark or other confidential or proprietary information, the Commissioner reserves the right to determine upon written notice to the Bidder whether such information qualifies for the exemption for disclosure under the law. Notwithstanding the above, where a Bid tabulation is prepared and Bids publicly opened, such Bid tabulation shall be available upon request.

17. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. “Public Works” and “Building Services” - Definitions

i. Public Works Labor Law Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a “public works” project (distinguished from public “procurement” or “service” contracts). The State, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the Contract. The wage and hours provision applies to any work performed by Contractor or Subcontractors.

ii. Building Services Labor Law Article 9 applies to Contracts for building service work over \$1,500 with a public agency, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the Authorized User that has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. For Mini-Bid solicitations, the payroll records must be submitted to the entity preparing the agency Mini-Bid project specification. For “agency specific” Bids, the payroll records should be submitted to the entity issuing the purchase order. For all other OGS Centralized Contracts, such records should be submitted to the individual agency issuing the purchase order(s) for the work. Upon mutual agreement of the Contractor and the Authorized User, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor provided: 1) the Contractor/Subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the Contractor or Subcontractor attesting to the truth and accuracy of the records accompanies the disk. This provision does not apply to Article 9 of the Labor Law building services contracts.

iv. Records Retention Contractors and Subcontractors must preserve such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

Day’s Labor Eight hours shall constitute a legal day’s work for all classes of employees in this state except those engaged in farm and domestic service unless otherwise provided by law.

No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. “Extraordinary emergency” shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS

Commissioner of Labor for the preservation of the Contract site or for the protection of the life and limb of the persons using the Contract site.

18. TAXES

a. Unless otherwise specified in the Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.

b. Purchases made by the State of New York and certain non-State Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the Purchase Order issued by a State Agency or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the State, an exempt organization under Section 1116 (a) (1) of the Tax Law. Non-State Authorized Users must offer their own proof of exemption upon request. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor.

c. Pursuant to Revised Tax Law 5-a, Contractor will be required to furnish sales tax certification on its behalf and for its affiliates, and subcontractors for Contracts with a value greater than \$100,000 in accordance with provisions of the law.

d. Purchases by Authorized Users other than the State of New York may be subject to certain taxes which were not included in the Bid price, and in those instances the tax should be computed based on the Contract price and added to the invoice submitted to such entity for payment.

19. **EXPENSES PRIOR TO CONTRACT EXECUTION** The Commissioner and any Authorized User(s) are not liable for any costs incurred by a Vendor, Bidder or Contractor in the preparation and production of a Bid, Mini-Bid or best and final offers or for any work performed prior to Contract execution.

20. **ADVERTISING RESULTS** The prior written approval of the Commissioner is required in order for results of the Bid to be used by the Contractor as part of any commercial advertising. The Contractor shall also obtain the prior written approval of the Commissioner relative to the Bid or Contract for press or other media releases.

21. PRODUCT REFERENCES

a. **“Or Equal”** In all Bid Specifications the words “or equal” are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Commissioner’s decision as to acceptance of the Product as equal shall be final.

b. **Discrepancies in References** In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

22. **REMANUFACTURED, RECYCLED, RECYCLABLE OR RECOVERED MATERIALS** Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable or

recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid Specifications. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product and unless such use is precluded due to health, welfare, safety requirements or by the Bid Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the “Warranties” set forth below.

Items with recycled, recyclable, recovered, refurbished or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

23. **PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS** Bids offering Products that are manufactured or produced in public institutions will be rejected.

24. PRICING

a. **Unit Pricing** If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item unless otherwise specified, in the Bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Commissioner, such unit pricing is obviously erroneous.

b. **Net Pricing** Unless otherwise required by the Bid Specifications, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject to the cash discount.

c. **“No Charge” Bid** When Bids are requested on a number of Products as a Group or Lot, a Bidder desiring to Bid “no charge” on a Product in the Group or Lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Commissioner.

d. **Educational Pricing** All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.

e. **Third Party Financing** If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract Award to agree to the terms and conditions of a “Consent & Acknowledgment Agreement” in a form acceptable to the Commissioner.

f. **Best Pricing Offer** During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, at the discretion of the Commissioner, shall be immediately reduced to the lower price.

Price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after:

(i) **GSA Changes:** Where NYS Net Prices are based on an approved GSA Schedule, the date the approved GSA Schedule pricing decreases during the Contract term; or

(ii) **Commercial Price List Reductions:** Where NYS Net Prices are based on a discount from Contractor’s list prices, the date Contractor

lowers its pricing to its customers generally or to similarly situated government customers during the Contract term; or

(iii) Special Offers/Promotions Generally: Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or Net Price otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion; and

(iv) Special Offers/Promotions to Authorized Users: Contractor may offer Authorized Users, under either this Contract or any other Contracting vehicle, competitive pricing which is lower than the NYS Net Price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract pursuant to the foregoing paragraph (iii).

Unless otherwise specified in the Bid Specifications, Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific Purchase Order(s) from any Authorized User without being in conflict with, or obligation to comply on a global basis, with the terms of this clause.

g. Best and Final Prices As specified in the Bid Documents and Contract, a Contractor may be solicited at the time of issuance of a Purchase Order or Mini-Bid award for best and final pricing for the Product or service to be delivered to the Authorized User. Contractors are encouraged to reduce their pricing upon receipt of such request.

25. DRAWINGS

a. Drawings Submitted With Bid When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the Commissioner, be considered a part of the Bid and of any resulting Contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

b. Drawings Submitted During the Contract Term Where required to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall do so on an ongoing basis at no additional charge, and must, as a condition of payment, update drawings and plans during the Contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Authorized User's representative.

c. Accuracy of Drawings Submitted All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing product, services or installation, or carrying out any other requirements of the intended scope of work.

26. SITE INSPECTION Where a site inspection is required by the Bid Specifications or Project Definition, Bidder shall be required to inspect the site, including environmental or other conditions for pre-existing deficiencies that may affect the installed Product, equipment, or environment or services to be provided and, which may affect Bidder's ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if

additional work is required under this clause in order to properly complete the delivery and installation of the required Product or provide the requested service.

27. PROCUREMENT CARD The State has entered into an agreement for purchasing card services. The Purchasing Card enables Authorized Users to make authorized purchases directly from a Contractor without processing a Purchase Orders or Purchase Authorizations. Purchasing Cards are issued to selected employees authorized to purchase for the Authorized User and having direct contact with Contractors. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card.

The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased products have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty Product in accordance with other Contract requirements, the Contractor shall immediately credit a cardholder's account for products returned as defective or faulty.

28. SAMPLES

a. Standard Samples Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Commissioner and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Specifications.

b. Bidder Supplied Samples The Commissioner reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Bid or Contract reference.

A sample may be held by the Commissioner during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Commissioner as to the return of the sample (i.e., mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

c. Enhanced Samples When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Commissioner may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

d. Conformance with Sample(s) Submission of a sample (whether or not such sample is tested by, or for, the Commissioner) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Bid Specifications. If in the judgment of the Commissioner the sample or product submitted is not in accordance

with the specifications or testing requirements prescribed in the Bid Specifications, the Commissioner may reject the Bid. If an award has been made, the Commissioner may cancel the Contract at the expense of the Contractor.

e. Testing All samples are subject to tests in the manner and place designated by the Commissioner, either prior to or after Contract award. Unless otherwise stated in the Bid Specifications, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fails to meet Contract requirements may be at the expense of the Contractor.

f. Requests For Samples By Authorized Users Requests for samples by Authorized Users require the consent of the Contractor. Where Contractor refuses to furnish a sample, Authorized User may, in its sole discretion, make a determination on the performance capability of the Product or on the issue in question.

BID EVALUATION

29. BID EVALUATION The Commissioner reserves the right to accept or reject any and all Bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the State will be served. The Commissioner, in his/her sole discretion, may accept or reject illegible, incomplete or vague Bids and his/her decision shall be final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder's conditional or revocable terms in the offer.

30. CONDITIONAL BID Unless the Bid Specifications provides otherwise, a Bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

31. CLARIFICATIONS / REVISIONS Prior to award, the Commissioner reserves the right to seek clarifications, request Bid revisions, or to request any information deemed necessary for proper evaluation of Bids from all Bidders deemed to be eligible for Contract award. Failure to provide requested information may result in rejection of the Bid.

32. PROMPT PAYMENT DISCOUNTS While prompt payment discounts will not be considered in determining the low Bid, the Commissioner may consider any prompt payment discount in resolving Bids which are otherwise tied. However, any notation indicating that the price is net, (e.g., net 30 days), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except pursuant to the provisions of Article 11-A of the State Finance Law, which are applicable in any case, may render the Bid non-responsive and may be cause for its rejection.

33. EQUIVALENT OR IDENTICAL BIDS In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Commissioner to award a Contract to one or more of such Bidders shall be final.

34. PERFORMANCE AND RESPONSIBILITY QUALIFICATIONS The Commissioner reserves the right to

investigate or inspect at any time whether or not the Product, services, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Specifications/Contract or as set forth during Contract negotiations. Contractor shall at all times during the Contract term remain responsible and responsive. A Bidder/Contractor must be prepared, if requested by the Commissioner, to present evidence of legal authority to do business in New York State, integrity, experience, ability, prior performance, organizational and financial capacity as well as where applicable, a statement as to supply, plant, machinery and capacity of the manufacturer or source for the production, distribution and servicing of the Product offered/Bid. If the Commissioner determines that the conditions and terms of the Bid Documents, Bid Specifications or Contract are not complied with, or that items, services or Product proposed to be furnished do not meet the specified requirements, or that the legal authority, integrity experience, ability, prior performance, organization and financial capacity or facilities are not satisfactory, the Commissioner may reject such Bid or terminate the Contract.

35. DISQUALIFICATION FOR PAST PERFORMANCE AND FINDINGS OF NON-RESPONSIBILITY Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidder's employment, has previously failed to perform satisfactorily in connection with public Bidding or contracts or is deemed non-responsive.

36. QUANTITY CHANGES PRIOR TO AWARD The Commissioner reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Bid Specifications. In the event such right is exercised, the lowest responsible Bidder meeting Bid Specifications will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

37. TIMEFRAME FOR OFFERS The Commissioner reserves the right to make awards within sixty (60) days after the date of the Bid opening or such other period of time as set forth in the Bid Documents, during which period, Bids must remain firm and cannot be withdrawn. Pursuant to Section 163(9)(e) of the State Finance Law and Section 2-205 of the Uniform Commercial Code when applicable, where an award is not made within the sixty (60) day period or other time specified as set forth in the Bid Documents, the Bids shall remain firm until such later time as either a Contract is awarded or the Bidder delivers to the Commissioner written notice of the withdrawal of its Bid. Any Bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of the Commissioner, be accepted or rejected.

TERMS & CONDITIONS

38. CONTRACT CREATION / EXECUTION Except for contracts governed by Article 11-B of the State Finance Law, subject to and upon receipt of all required approvals as set forth in the Bid Specifications a Contract shall be deemed executed and created with the successful Bidder(s), upon the Commissioner's mailing or electronic communication to the address on the Bid/Contract of: (i) the final Contract Award Notice; (ii) a fully executed Contract; or (iii) a Purchase Order authorized by the Commissioner.

39. PARTICIPATION IN CENTRALIZED CONTRACTS The following shall not limit or inhibit the OGS Commissioner's authority under State Finance Law, Section 163 (10) (e) (Piggybacking):

a. Agencies All State Agencies may utilize and purchase under any state Centralized Contract let by the Commissioner, unless the Bid Documents limit purchases to specific State Agencies.

b. Non-State Agency Authorized Users Authorized Users other than State Agencies are permitted to make purchases through state Centralized Contracts where permitted by law, the Contract or the Commissioner.

c. Voluntary Extension Purchase Orders issued against a State Centralized Contract by any Authorized User not provided for in the Bid Specifications shall be honored by the Contractor at its discretion and only with the approval of the OGS Commissioner and any other approvals required by law. Contractors are encouraged to voluntarily extend service Contracts to those additional entities authorized to utilize commodity Contracts under Section 163 (3) (iv) of the State Finance Law.

d. Responsibility for Performance Participation in state Centralized Contracts by Authorized Users is permitted upon the following conditions: (i) the responsibility with regard to performance of any contractual obligation, covenant, condition or term thereunder by any Authorized User other than State Agencies shall be borne and is expressly assumed by such Authorized User and not by the State; (ii) a breach of the Contract by any particular Authorized User shall neither constitute nor be deemed a breach of the Contract as a whole which shall remain in full force and effect, and shall not affect the validity of the Contract nor the obligations of the Contractor thereunder respecting non-breaching Authorized Users, whether State or otherwise; (iii) for a breach by an Authorized User other than a State Agency, the State specifically and expressly disclaims any and all liability for such breach; and (iv) each non-state agency Authorized User and Contractor guarantees to save the State, its officers, agents and employees harmless from any liability that may be or is imposed by their failure to perform in accordance with its obligations under the Contract.

e. Contract Migration Authorized Users holding individual Contracts with a Contractor at the time that Contractor is awarded a Centralized Contract for the same Products or services shall be permitted to migrate to that Centralized Contract effective with its commencement date. Such migration shall not operate to diminish, alter or eliminate any right that the Authorized User otherwise had under the terms and conditions of their individual Contract.

40. MODIFICATION OF CONTRACT TERMS The terms and conditions set forth in the Contract shall govern all transactions by Authorized User(s) under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Commissioner and Contractor.

The Contractor may, however, offer Authorized User(s) more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User(s) and Commissioner by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the Authorized User(s) than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against Authorized User(s) unless authorized by the Commissioner or specified in the Contract Award

Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized User's subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

41. SCOPE CHANGES The Commissioner reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the Bid Specifications, such changes to be within the general scope of the Contract. The Commissioner may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the consent of the Contractor, which consent shall not be unreasonably withheld.

42. ESTIMATED / SPECIFIC QUANTITY CONTRACTS Estimated quantity contracts are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity(s) is implied or given. Purchases by Authorized Users from Contracts for services and technology are voluntary.

With respect to any specific quantity stated in the contract, the Commissioner reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the Contract. Notwithstanding the foregoing, the Commissioner may purchase greater or lesser percentages of Contract quantities should the Commissioner and Contractor so agree. Such agreement may include an equitable price adjustment.

43. EMERGENCY CONTRACTS In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or the Commissioner determines pursuant to his/her authority under Section 163 (10) (b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of Product, the Commissioner reserves the right to obtain such Product from any source, including but not limited to this Contract(s), as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for Product procured from other sources pursuant to this paragraph. The reasons underlying the finding that an emergency exists shall be included in the procurement record.

44. PURCHASE ORDERS Unless otherwise authorized in writing by the Commissioner, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User. Unless terminated or cancelled pursuant to the authority vested in the Commissioner, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Contract Award Notification.

All Purchase Orders issued pursuant to Contracts let by the Commissioner must bear the appropriate Contract number and, if necessary, required State approvals. As deemed necessary, the Authorized User may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The State reserves the right to require any other information from the Contractor which the State deems necessary in order to complete any Purchase Order placed under the Contract. Unless otherwise specified, all Purchase Orders against Centralized Contracts will be placed by

Authorized Users directly with the Contractor and any discrepancy between the terms stated on the vendor's order form, confirmation or acknowledgment, and the Contract terms shall be resolved in favor of the terms most favorable to the Authorized User. Should an Authorized User add written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within five business days of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the Authorized User, or fulfill the Purchase Order. Notwithstanding the above, the Authorized User reserves the right to dispute any discrepancies arising from the presentation of additional terms and conditions with the Contractor.

If, with respect to an Agency Specific Contract let by the OGS Commissioner, a Purchase Order is not received by the Contractor within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify in writing the appropriate purchasing officer in OGS. Failure to timely notify such officer may, in the discretion of the OGS Commissioner and without cost to the State, result in the cancellation of such requirement by the OGS Commissioner with a corresponding reduction in the Contract quantity and price.

45. PRODUCT DELIVERY Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract or Contract Award Notice. Unless otherwise specified in the Bid Documents, delivery shall be made within thirty calendar days after receipt of a Purchase Order by the Contractor. The decision of the Commissioner as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Commissioner and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Authorized User. Failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

46. WEEKEND AND HOLIDAY DELIVERIES Unless otherwise specified in the Bid Specifications or by an Authorized User, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the State of New York). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the State of New York where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the Authorized User shall govern.

47. SHIPPING/RECEIPT OF PRODUCT

a. Packaging Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the Authorized User unless otherwise specified in the Contract documents.

b. Shipping Charges Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be freight on board

(F.O.B.) destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges shall not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the Authorized User's payment of transportation charges. Contractor shall be responsible for ensuring that the Bill of Lading states "charges prepaid" for all shipments.

c. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Authorized User. Any losses resulting from the Contractor's failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

48. TITLE AND RISK OF LOSS Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications or Purchase Order. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Bid Specifications or Contract terms and conditions, may be rejected or accepted on an adjusted price basis, as determined by the Commissioner.

49. RE-WEIGHING PRODUCT Deliveries are subject to re-weighing at the point of destination by the Authorized User. If shrinkage occurs which exceeds that normally allowable in the trade, the Authorized User shall have the option to require delivery of the difference in quantity or to reduce the payment accordingly. Such option shall be exercised in writing by the Authorized User.

50. PRODUCT SUBSTITUTION In the event a specified manufacturer's Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure Clause) a Product deemed in writing by the Commissioner to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Commissioner's written approval may be cause for cancellation of Contract.

51. REJECTED PRODUCT When Product is rejected, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of rejection by the Authorized User. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar day period.

52. INSTALLATION Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the appearance of the Product or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its

employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or site. Work shall be performed to cause the least inconvenience to the Authorized User(s) and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

53. REPAIRED OR REPLACED PARTS / COMPONENTS

Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including Warranties, as set forth in the Additional Warranties Clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the Commissioner or Authorized User. Before installation, all proposed substitutes for the original manufacturer's installed parts or components must be approved by the Authorized User. The part or component shall be equal to or of better quality than the original part or component being replaced.

54. ON-SITE STORAGE With the written approval of the Authorized User, materials, equipment or supplies may be stored at the Authorized User's site at the Contractor's sole risk.

55. EMPLOYEES, SUBCONTRACTORS & AGENTS All employees, Subcontractors or agents performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical and training qualifications set forth in the Bid Specifications or the Bid Documents, whichever is more restrictive, and must comply with all security and administrative requirements of the Authorized User. The Commissioner reserves the right to conduct a security background check or otherwise approve any employee, Subcontractor or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on, including but not limited to, professional, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized User's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms. The Commissioner reserves the right to reject and/or bar from the facility for cause any employee, Subcontractor, or agents of the Contractor.

56. ASSIGNMENT The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract without the prior written consent of the Commissioner or Authorized User (as applicable). Failure to obtain consent to assignment from the Authorized User shall revoke and annul such Contract. Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors. Prior to a consent to assignment of monies becoming effective, the Contractor shall file a written notice of such monies assignment(s) with the Comptroller. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request to assignment to the Commissioner and seek written agreement from the Commissioner which will be filed with the Comptroller. The Commissioner reserves the right to reject any proposed assignee in his/her discretion.

Upon notice to the Contractor, the Contract may be assigned without the consent of the Contractor to another State Agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the functions are transferred to a successor Agency or to another Agency that assumes OGS responsibilities for the Contract.

57. SUBCONTRACTORS AND SUPPLIERS The Commissioner reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, which may include, but are not limited to: they are on the Department of Labor's list of companies with which New York State cannot do business; the Commissioner determines that the company is not qualified; the Commissioner determines that the company is not responsible; the company has previously provided unsatisfactory work or services; the company failed to solicit minority and women's business enterprises (M/WBE) Bidders as required by prior Contracts.

58. PERFORMANCE / BID BOND The Commissioner reserves the right to require a Bidder or Contractor to furnish without additional cost, a performance, payment or Bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract. Where required, such bond or other security shall be in the form prescribed by the Commissioner.

59. SUSPENSION OF WORK The Commissioner, in his/her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, in the best interests of the Authorized User. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction on State spending, declaration of emergency, contract compliance issues or other such circumstances. Upon issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of performance under the Contract.

An Authorized User may issue a formal written notice for the suspension of work for which it has engaged the Contractor for reasons specified in the above paragraph. The written notice shall set forth the reason for such suspension and a copy of the written notice shall be provided to the Commissioner.

60. TERMINATION

a. For Cause: For a material breach that remains uncured for more than thirty (30) days or other specified period after written notice to the Contractor, the Contract or Purchase Order may be terminated by the Commissioner or Authorized User at the Contractor's expense where Contractor becomes unable or incapable of performing, or meeting any requirements or qualifications set forth in the Contract, or for non-performance, or upon a determination that Contractor is non-responsible. Such termination shall be upon written notice to the Contractor. In such event, the Commissioner or Authorized User may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

b. For Convenience: By written notice, this Contract may be terminated at any time by the State for convenience upon sixty (60) days written notice or other specified period without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the

date of the termination. Contractor shall use due diligence and provide any outstanding deliverables.

c. For Violation of the Sections 139-j and 139-k of the State Finance Law: The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

d. For Violation of Revised Tax Law 5a: The Commissioner reserves the right to terminate the contract in the event it is found that the certification filed by the Contractor in accordance with §5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise its termination right by providing written notification to the Contractor.

61. SAVINGS/FORCE MAJEURE A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Commissioner in the performance of the Contract which non-performance, by exercise of reasonable diligence, cannot be prevented. Contractor shall provide the Commissioner with written notice of any force majeure occurrence as soon as the delay is known.

Neither the Contractor nor the Commissioner shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Commissioner to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the Commissioner where the delay or failure will significantly impair the value of the Contract to the State or to Authorized Users, the Commissioner may:

- a. Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to Authorized Users with respect to Product subjected to allocation; and/or
- b. Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the State; or
- c. Terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the Commissioner reserves the right, in his/her sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility

affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss.

62. CONTRACT BILLINGS Contractor and the distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billings for Authorized Users must contain all information required by the Contract and the State Comptroller. The State Comptroller shall render payment for Authorized User purchases, and such payment shall be made in accordance with ordinary State procedures and practices. Payment of Contract purchases made by Authorized Users, other than Agencies, shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User.

Submission of an invoice and payment thereof shall not preclude the Commissioner from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

63. DEFAULT – AUTHORIZED USER

- a. Breach of Authorized User Not Breach of Centralized Contract. An Authorized User's breach shall not be deemed a breach of the Centralized Contract, rather it shall be deemed a breach of the Authorized User's performance under the terms and conditions of the Centralized Contract.
- b. Failure to Make Payment. In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Commissioner and the Authorized User's purchasing official, suspend additional shipments of Product or provision of services to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future Contract payments.
- c. Notice of Breach. Notwithstanding the foregoing, the Contractor shall, at least 10 days prior to declaring a breach of Contract by any Authorized User, by certified or registered mail, notify both the Commissioner and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared.
- d. It is understood, however, that if the Contractor's basis for declaring a breach is insufficient, the Contractor's declaration of breach and failure to service an Authorized User shall constitute a breach of its Contract and the Authorized User may thereafter seek any remedy available at law or equity.

64. INTEREST ON LATE PAYMENTS

- a. **State Agencies** The payment of interest on certain payments due and owed by Agency may be made in accordance with Article 11-A of

the State Finance Law (SFL §179-d et. Seq.) and Title 2 of the New York Code of Rules and Regulations, Part 18 (Implementation of Prompt Payment Legislation -2 NYCRR §18.1 et seq.).

b. By Non-State Agencies The terms of Article 11-A apply only to procurements by and the consequent payment obligations of Agencies. Neither expressly nor by any implication is the statute applicable to Non-State Authorized Users. Neither OGS nor the State Comptroller is responsible for payments on any purchases made by a Non-State Agency Authorized User.

c. By Contractor Should the Contractor be liable for any payments to the State hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the State Finance Law.

65. REMEDIES FOR BREACH It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

a. Cover/Substitute Performance In the event of Contractor's material breach, the Commissioner may, with or without formally Bidding: (i) Purchase from other sources; or (ii) If the Commissioner is unsuccessful after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement Product of equal or comparable quality, the Commissioner may acquire acceptable replacement Product of lesser or greater quality.

Such purchases may, in the discretion of the Commissioner, be deducted from the Contract quantity and payments due Contractor.

b. Withhold Payment In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Commissioner. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

c. Bankruptcy In the event that the Contractor files a petition under the U.S. Bankruptcy Code during the term of this Centralized Contract, Authorized Users may, at their discretion, make application to exercise its right to set-off against monies due the Debtor or, under the Doctrine of Recoupment, credit the Authorized User the amounts owed by the Contractor arising out of the same transactions.

d. Reimbursement of Costs Incurred The Contractor agrees to reimburse the Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the Authorized User in connection therewith, including reasonable attorney's fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the ordering Authorized User may rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Authorized User promptly by the Contractor or deducted by the Authorized User from payments due or to become due the Contractor on the same or another transaction.

e. Deduction/Credit Sums due as a result of these remedies may be deducted or offset by the Authorized User from payments due, or to

become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Commissioner reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc., which arise from the administration of the Contract.

66. ASSIGNMENT OF CLAIM Contractor hereby assigns to the State any and all its claims for overcharges associated with this Contract which may arise under the antitrust laws of the United States, 15 USC Section 1, et. seq. and the antitrust laws of the State of New York, General Business Law Section 340, et. seq.

67. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance as defined by Section 875 of the Labor Law, shall provide such Authorized User with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the Authorized User agency representative.

68. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its agents, officers and employees under this Contract is that of an independent Contractor, and in no manner shall they be deemed employees of the Authorized User, and therefore are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this Contract, to maintain at Contractor's expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including worker's compensation, disability and unemployment insurance, and to provide the Authorized User with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

69. SECURITY Contractor warrants, covenants and represents that it will comply fully with all security procedures of the Authorized User(s) in performance of the Contract including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.

70. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third party, including but not limited to other Contractors or Subcontractors of the Authorized User, as necessary to ensure delivery of Product or coordination of performance of services.

71. CONTRACT TERM - RENEWAL In addition to any stated renewal periods in the Contract, any Contract or unit portion thereof let by the Commissioner may be extended by the Commissioner for an additional period(s) of up to one year with the written concurrence of the Contractor and Comptroller. Such extension may be exercised on a month to month basis or in other stated periods of time during the one year extension.

72. ADDITIONAL WARRANTIES Where Contractor, product manufacturer or service provider generally offers additional or more advantageous warranties than set forth below, Contractor shall offer or pass through any such warranties to Authorized Users. Contractor hereby warrants and represents:

a. Product Performance Contractor warrants and represents that Products delivered pursuant to this Contract conform to the

manufacturer's specifications, performance standards and documentation, and the documentation fully describes the proper procedure for using the Products.

b. Title and Ownership Warranty Contractor warrants, represents and conveys (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver perpetual license rights to any Products transferred to Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor fully indemnifies the Authorized User for any loss, damages or actions arising from a breach of said warranty without limitation.

c. Contractor Compliance Contractor represents and warrants to pay, at its sole expense, for all applicable permits, licenses, tariffs, tolls and fees to give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Bid/Contract and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for worker's compensation, and shall provide such proof as required by the Commissioner. Failure to do so may constitute grounds for the Commissioner to cancel or suspend this Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner.

d. Product Warranty Unless recycled or recovered materials are available in accordance with the "Recycled or Recovered Materials" clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor further warrants and represents that components or deliverables specified and furnished by or through Contractor shall individually, and where specified and furnished as a system, be substantially uninterrupted or error-free in operation and guaranteed against faulty material and workmanship for the warranty period, or for a minimum of one (1) year from the date of acceptance, whichever is longer ("Project warranty period"). During the Project warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. Contractor shall extend the Project warranty period for individual component(s), or for the System as a whole, as applicable, by the cumulative period(s) of time, after notification, during which an individual component or the System requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Where Contractor, the Independent Software Vendor "ISV," or other third party manufacturer markets any Project Deliverable delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the project warranty and extended warranty period(s). Where such standard commercial warranty covers all or some of the Project warranty or extended warranty period(s), Contractor shall be responsible for the coordination during the Project warranty or extended warranty period(s) with ISV or other third party manufacturer(s) for warranty repair or replacement of ISV or other third party manufacturer's Product.

Where Contractor, ISV or other third party manufacturer markets any Project Deliverable with a standard commercial warranty which goes beyond the Project warranty or extended warranty period(s), Contractor shall notify the Authorized User and pass through the manufacturer's standard commercial warranty to Authorized User at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the third party extended warranty after expiration of the Project warranty and extended warranty period(s).

e. Replacement Parts Warranty If during the regular or extended warranty period's faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective Product during the warranty period shall be borne solely by the Contractor, and the State or Authorized User shall in no event be liable or responsible therefor.

Any part of component replaced by the Contractor under the Contract warranty shall be replaced at no cost to the Authorized User and guaranteed for the greater of: a) the warranty period under paragraph (d) above; or b) if a separate warranty for that part or component is generally offered by the manufacturer, the standard commercial warranty period offered by the manufacturer for the individual part or component.

f. Virus Warranty The Contractor represents and warrants that Licensed Software contains no known viruses. Contractor is not responsible for viruses introduced at Licensee's site.

g. Date/Time Warranty Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

h. Workmanship Warranty Contract warrants that all components or deliverables specified and furnished by or through Contractor under the Project Definition/Work Order meet the completion criteria set forth in the Project Definition/Work Order and any subsequent statement(s) of work, and that services will be provided in a workmanlike manner in accordance with industry standards.

i. **Survival of Warranties** All warranties contained in this Contract shall survive the termination of this Contract.

73. LEGAL COMPLIANCE Contractor represents and warrants that it shall secure all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Bid and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Commissioner. Failure to comply or failure to provide proof may constitute grounds for the Commissioner to cancel or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner. Contractor also agrees to disclose information and provide affirmations and certifications to comply with Sections 139-j and 139-k of the State Finance Law.

74. INDEMNIFICATION Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify and save harmless the Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Authorized Users.

75. INDEMNIFICATION RELATING TO THIRD PARTY RIGHTS The Contractor will also indemnify and hold the Authorized Users harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs that may be finally assessed against the Authorized Users in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims arise from the Authorized Users negligence, gross negligence or willful misconduct, provided that the State shall give Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor.

If usage shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for the Authorized User the right to continue Usage (ii) to modify the service or Product so that Usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace said service or Product or part(s) thereof, as applicable, with non-infringing service or Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided the Authorized User is given a refund for any amounts paid for the period during which Usage was not feasible.

The foregoing provisions as to protection from third party rights shall not apply to any infringement occasioned by modification by the Authorized User of any Product without Contractor's approval.

In the event that an action at law or in equity is commenced against the Authorized User arising out of a claim that the Authorized User's use of the service or Product under the Contract infringes any patent, copyright or proprietary right, and Contractor is of the opinion that the

allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract. Contractor shall in such event protect the interests of the Authorized User and secure a continuance to permit the Authorized User to appear and defend its interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the Authorized User may have. This constitutes the Authorized User's sole and exclusive remedy for patent infringement, or for infringement of any other third party proprietary right.

76. LIMITATION OF LIABILITY Except as otherwise set forth in the Indemnification Paragraphs above, the limit of liability shall be as follows:

a. Contractor's liability for any claim, loss or liability arising out of, or connected with the Products and services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products and services, or parts thereof forming the basis of the Authorized User's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable Purchase Order) or (ii) one million dollars (\$1,000,000), whichever is greater.

b. The Authorized User may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Authorized User unless Contractor at the time of the presentation of claim shall demonstrate to the Authorized User's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

c. Notwithstanding the above, neither the Contractor nor the Authorized User shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Authorized User, the Contractor, or by others.

77. INSURANCE Contractor shall secure and maintain insurance coverage as specified in the Bid Documents and shall promptly provide documentation of specified coverages to the Authorized User. If specified, the Contractor may be required to add the Authorized User as an additional insured.

**THE FOLLOWING CLAUSES PERTAIN TO
TECHNOLOGY & NEGOTIATED CONTRACTS**

78. SOFTWARE LICENSE GRANT Where Product is acquired on a licensed basis the following shall constitute the license grant:

a. **License Scope** Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product within its business enterprise in the United States up to the maximum licensed capacity stated on the Purchase Order. Product may be accessed, used, executed, reproduced, displayed or performed up to the capacity measured by the applicable licensing unit stated on the Purchase Order (i.e., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation). Licensee shall have the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the

Product, provided that any modifications, however extensive, shall not diminish Licensor's proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.

b. License Term The license term shall commence upon the License Effective Date, provided, however, that where an acceptance or trial period applies to the Product, the License Term shall be extended by the time period for testing, acceptance or trial.

c. Licensed Documentation If commercially available, Licensee shall have the option to require the Contractor to deliver, at Contractor's expense: (i) one (1) hard copy and one (1) master electronic copy of the Documentation in a mutually agreeable format; (ii) based on hard copy instructions for access by downloading from the Internet (iii) hard copies of the Product Documentation by type of license in the following amounts, unless otherwise mutually agreed:

- Individual/Named User License - one (1) copy per License
- Concurrent Users - 10 copies per site
- Processing Capacity - 10 copies per site

Software media must be in a format specified by the Authorized User, without requiring any type of conversion.

Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full use of the Product in accordance with the terms of license.

d. Product Technical Support & Maintenance Licensee shall have the option of electing the Product technical support and maintenance ("maintenance") set forth in the Contract by giving written notice to Contractor any time during the Centralized Contract term. Maintenance term(s) and any renewal(s) thereof are independent of the expiration of the Centralized Contract term and will not automatically renew.

Maintenance shall include, at a minimum, (i) the provision of error corrections, updates, revisions, fixes, upgrade and new releases to Licensee, and (ii) Help Desk assistance with locally accessible "800" or toll free, local telephone service, or alternatively on-line Help Desk accessibility. Contractor shall maintain the Products so as to provide Licensee with the ability to utilize the Products in accordance with the Product documentation without significant functional downtime to its ongoing business operations during the maintenance term.

Authorized User shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that Authorized User does not initially acquire or discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor the amount which would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates.

e. Permitted License Transfers As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated site not originally specified in the license, including transfers between Agencies ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days prior written

notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior site. There shall be no additional license or other transfer fees due Contractor, provided that: i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred site (e.g., named users, seats, or MIPS); or ii) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee. In the event that the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred site, and a logical or physical partition or other means of restricting use is not available, the fees due Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

f. Restricted Use By Outsourcers / Facilities Management, Service Bureaus / or Other Third Parties Outsourcers, facilities management or service bureaus retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: 1) Licensee gives notice to Contractor of such party, site of intended use of the Product, and means of access; and 2) such party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and 3) if such party is engaged in the business of facility management, outsourcing, service bureau or other services, such third party will maintain a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third party's compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the State or Licensee.

Any third party with whom a Licensee has a relationship for a state function or business operation, shall have the temporary right to use Product (e.g., JAVA Applets), provided that such use shall be limited to the time period during which the third party is using the Product for the function or business activity.

g. Archival Back-Up and Disaster Recovery Licensee may use and copy the Product and related Documentation in connection with: i) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures in the event of destruction or corruption of the Product or disasters or emergencies which require Licensee to restore backup(s) or to initiate disaster recovery procedures for its platform or operating systems; ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage. "Cold Site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and after the declaration by the Licensee of a disaster; iii) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed herein. "Disaster Recovery" shall be defined as the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development.

h. Confidentiality Restrictions The Product is a trade secret, copyrighted and proprietary product. Licensee and its employees will keep the Product strictly confidential, and Licensee will not disclose or

otherwise distribute or reproduce any Product to anyone other than as authorized under the terms of Contract. Licensee will not remove or destroy any proprietary markings of Contractor.

i. Restricted Use by Licensee Except as expressly authorized by the terms of license, Licensee shall not:

- (i) Copy the Product;
- (ii) Cause or permit reverse compilation or reverse assembly of all or any portion of the Product;
- (iii) Export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.

79. PRODUCT ACCEPTANCE Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User(s) shall have thirty (30) days from the date of delivery to accept hardware products and sixty (60) days from the date of delivery to accept all other Product. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Authorized User(s) as of the expiration of that period. The License Term shall be extended by the time periods allowed for trial use, testing and acceptance unless the Commissioner or Authorized User agrees to accept the Product at completion of trial use.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User shall have the option to run testing on the Product prior to acceptance, such tests and data sets to be specified by User. Where using its own data or tests, Authorized User must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, and shall be made part of the Contractor's standard documentation. The test data shall remain accessible to the Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within the specified acceptance period, and the Contractor or Product is responsible for the delay, Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for an additional thirty (30) day increment. Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

If the Authorized User elects to provide a deficiency statement specifying how the Product fails to meet the specifications within the testing period, Contractor shall have thirty (30) days to correct the deficiency, and the Authorized User shall have an additional sixty (60) days to evaluate the Product as provided herein. If the Product does not meet the specifications at the end of the extended testing period, Authorized User, upon prior written notice to Contractor, may then reject the Product and return all defective Product to Contractor, and Contractor shall refund any monies paid by the Authorized User to Contractor therefor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the Authorized User's agents or employees. Said costs shall be limited to the amounts set forth in the Limitation of Liability Clause for any liability for costs incurred at the direction or recommendation of Contractor.

80. AUDIT OF LICENSED PRODUCT USAGE Contractor shall have the right to periodically audit, no more than annually, at Contractor's expense, use of licensed Product at any site where a copy of the Product resides provided that: (i) Contractor gives Licensee(s) at least thirty (30) days advance written notice, (ii) such audit is conducted during such party's normal business hours, (iii) the audit is conducted by an independent auditor chosen on mutual agreement of the parties. Contractor shall recommend a minimum of three (3) auditing/accounting firms from which the Licensee will select one (1). In no case shall the Business Software Alliance (BSA), Software Publishers Association (SPA), Software and Industry Information Association (SIIA) or Federation Against Software Theft (FAST) be used directly or indirectly to conduct audits, or be recommended by Contractor; (iv) Contractor and Licensee are each entitled to designate a representative who shall be entitled to participate, and who shall mutually agree on audit format, and simultaneously review all information obtained by the audit. Such representatives also shall be entitled to copies of all reports, data or information obtained from the audit; and (v) if the audit shows that such party is not in compliance, Licensee shall be required to purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the NYS Net Price in effect at time of audit, or if none, then at the Contractor's U.S. Commercial list price. Once such additional licenses or capacities are purchased, Licensee shall be deemed to have been in compliance retroactively, and Licensee shall have no further liability of any kind for the unauthorized use of the software.

81. OWNERSHIP/TITLE TO PROJECT DELIVERABLES

a. Definitions

(i) For purposes of this paragraph, "Products." A deliverable furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on diskette, CD, DVD or other electronic media c) third party software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, object code).

(ii) For purposes of this paragraph, "Existing Products." Tangible Products and intangible licensed Products that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular product was in existence prior to the commencement of the Project.

(iii) For purposes of this paragraph, "Custom Products." Products, preliminary, final or otherwise, which are created or developed by Contractor, its Subcontractors, partners, employees or agents for Authorized User under the Contract.

b. Title to Project Deliverables Contractor acknowledges that it is commissioned by the Authorized User to perform the services detailed in the Purchase Order. Unless otherwise specified in writing in the Bid or Purchase Order, the Authorized User shall have ownership and license rights as follows:

(i) Existing Products:

1. Hardware - Title and ownership of Existing Hardware Product shall pass to Authorized User upon Acceptance.

2. Software - Title and ownership to Existing Software Product(s) delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other independent software vendor proprietary owner ("Existing Licensed

Product”), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the proprietary owner of other independent software vendor(s) (ISV). Effective upon acceptance, such Product shall be licensed to Authorized User in accordance with the Contractor or ISV owner’s standard license agreement, provided, however, that such standard license, must, at a minimum: (a) grant Authorized User a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises Authorized User as part of Contractor’s proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Authorized User’s satisfaction) and distribute Existing Licensed Product to the Authorized User up to the license capacity stated in the Purchase Order or work order with all license rights necessary to fully effect the general business purpose(s) stated in the Bid or Authorized User’s Purchase Order or work order, including the financing assignment rights set forth in paragraph (c) below; and (b) recognize the State of New York as the licensee where the Authorized User is a state agency, department, board, commission, office or institution. Where these rights are not otherwise covered by the ISV’s owner’s standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Authorized User shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this paragraph.

(ii.) **Custom Products:** Effective upon creation of Custom Products, Contractor hereby conveys, assigns and transfers to Authorized User the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Purchase Order, project definition or work order in the course of Contractor’s business. Authorized User may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of Authorized User taking exclusive ownership and title to such Products. In such case, Licensee on behalf of all Authorized Users shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purpose(s) as stated in paragraph (b)(i)(2), above.

c. **Transfers or Assignments to a Third Party Financing Agent** It is understood and agreed by the parties that a condition precedent to the consummation of the purchase (s) under the Contract may be the obtaining of acceptable third party financing by the Authorized User. The Authorized User shall make the sole determination of the acceptability of any financing proposal. The Authorized User will make all reasonable efforts to obtain such financing, but makes no representation that such financing has been obtained as of the date of Bid receipt. Where financing is used, Authorized User may assign or transfer its rights in Licensed Products (existing or custom) to a third party financing entity or trustee (“Trustee”) as collateral where required by the terms of the financing agreement. Trustee’s sole rights with respect to transferability or use of Licensed Products shall be to exclusively sublicense to Authorized User all of its Licensee’s rights under the terms and conditions of the License Agreement; provided, further, however, in the event of any termination or expiration of such sublicense by reason of payment in full, all of Trustee’s rights in such Licensed Product shall terminate immediately and Authorized User’s prior rights to such Existing Licensed Product shall be revived.

d. **Sale or License of Custom Products Involving Tax-Exempt Financing (i.e., Certificates of Participation - COPS)** The Authorized User’s sale or other transfer of Custom Products which were acquired by the Authorized User using third party, tax-exempt financing may not occur until such Custom Products are, or become, useable. In the event that the Contractor wishes to obtain ownership rights to Custom Product(s), the sale or other transfer shall be at fair market value determined at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the Authorized User which complies with the terms of this paragraph.

e. **Contractor’s Obligation with Regard to ISV (Third Party Product)** Where Contractor furnishes Existing Licensed Product(s) as a Project Deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or ISV’s standard license agreement, Contractor shall be responsible for obtaining from the ISV third party proprietary owner/developer the rights set forth herein to the benefit of the Authorized User at Contractor’s sole cost and expense.

82. **PROOF OF LICENSE** The Contractor must provide to each Licensee who places a Purchase Order either: (i) the Product developer’s certified License Confirmation Certificates in the name of such Licensee; or (ii) a written confirmation from the Proprietary owner accepting Product invoice as proof of license. Contractor shall submit a sample certificate, or alternatively such written confirmation from the proprietary developer. Such certificates must be in a form acceptable to the Licensee.

83. **PRODUCT VERSION** Purchase Orders shall be deemed to reference Manufacturer’s most recently released model or version of the Product at time of order, unless an earlier model or version is specifically requested in writing by Authorized User and Contractor is willing to provide such version.

84. **CHANGES TO PRODUCT OR SERVICE OFFERINGS**

a. **Product or Service Discontinuance** Where Contractor is the Product Manufacturer/Developer, and Contractor publicly announces to all U.S. customers (“date of notice”) that a Product is being withdrawn from the U.S. market or that maintenance service or technical support provided by Contractor (“withdrawn support”) is no longer going to be offered, Contractor shall be required to: (i) notify the Commissioner, each Licensee and each Authorized User then under contract for maintenance or technical support in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the Contract terms previously offered for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than twelve (12) months from the date of notice; and (iii) at Authorized User’s option, provided that the Authorized User is under contract for maintenance on the date of notice, either: provide the Authorized User with a Product replacement or migration path with at least equivalent functionality at no additional charge to enable Authorized User to continue use and maintenance of the Product.

In the event that the Contractor is not the Product Manufacturer, Contractor shall be required to: (i) provide the notice required under the paragraph above, to the entities described within five (5) business days of Contractor receiving notice from the Product Manufacturer, and (ii) include in such notice the period of time from the date of notice that the Product Manufacturer will continue to provide Product or withdraw support.

The provisions of this subdivision (a) shall not apply or eliminate Contractor’s obligations where withdrawn support is being provided by an independent Subcontractor. In the event that such Subcontractor

ceases to provide service, Contractor shall be responsible for subcontracting such service, subject to state approval, to an alternate Subcontractor.

b. Product or Service Re-Bundling In the event that Contractor is the Product manufacturer and publicly announces to all U.S. customers (“date of notice”) that a Product or maintenance or technical support offering is being re-bundled in a different manner from the structure or licensing model of the prior U.S. commercial offering, Contractor shall be required to: (i) notify the State and each Authorized User in writing of the intended change; (ii) continue to provide Product or withdrawn support upon the same terms and conditions as previously offered on the then-current NYS Contract for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than twelve (12) months from the date of notice; and (iii) shall submit the proposed rebundling change to the Commissioner for approval prior to its becoming effective for the remainder of the Contract term. The provisions of this section do not apply if the Contractor is not the Product manufacturer.

85. NO HARDSTOP/PASSIVE LICENSE MONITORING

Unless an Authorized User is otherwise specifically advised to the contrary in writing at the time of order and prior to purchase, Contractor hereby warrants and represents that the Product and all Upgrades do not and will not contain any computer code that would disable the Product or Upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as “time bombs,” “time locks,” or “drop dead” devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a “trap door” device). Contractor agrees that in the event of a breach or alleged breach of this provision that Authorized User shall not have an adequate remedy at law, including monetary damages, and that Authorized User shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which Authorized User shall be entitled.

86. SOURCE CODE ESCROW FOR LICENSED PRODUCT

If Source Code or Source Code escrow is offered by either Contractor or Product manufacturer or developer to any other commercial customers, Contractor shall either: (i) provide Licensee with the Source Code for the Product; or (ii) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the State, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the State; or (iii) will certify to the State that the Product manufacturer/developer has named the State, acting by and through the Authorized User, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the State and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the Product in the same manner as provided above and such updating of escrow shall be certified to the State in writing. Contractor shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph.

The State may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.

FOR NEGOTIATED CONTRACTS THE FOLLOWING CLAUSES ARE RESERVED BECAUSE BIDDING DOES NOT APPLY:

Clauses: 7, 8, 9, 10, 11, 12, 13, 16, 15, 21, 25, 26, 28, 29, 30, 31, 32, 33, 36, 49, 50, 52, 54 and 37

INDEX

	<u>Paragraph</u>		<u>Paragraph</u>
	<u>No.</u>		<u>No.</u>
<u>A</u>			
Additional Warranties	72	Modification of Contract Terms	40
Advertising Results	20		
Applicability	1	<u>N</u>	
Assignment	56	No Hardstop/Passive License Monitoring	85
Assignment of Claim	66		
Audit of Licensed Product Usage	80	<u>O</u>	
Authentication of Facsimile Bids	10	On-Site Storage	54
		Ownership/Title to Project Deliverables	81
<u>B</u>			
Bid Contents	12	<u>P</u>	
Bid Evaluation	29	Participation in Centralized Contracts	39
Bid Opening	7	Performance and Responsibility Qualifications	34
Bid Submission	8	Performance/Bid Bond	58
		Prevailing Wage Rates Public Works & Building Services Contracts	17
<u>C</u>			
Changes to Product or Service Offerings	84	Pricing	24
Clarification/Revisions	31	Procurement Card	27
Confidential/Trade Secret Materials	14	Product Acceptance	79
Conflict of Terms	4	Product Delivery	45
Conditional Bid	30	Product References	21
Contract Billings	62	Product Substitution	50
Contract Creation/Execution	38	Product Version	83
Contract Term - Renewal	71	Products Manufactured in Public Institutions	23
Cooperation with Third Parties	70	Prompt Payment Discounts	32
		Proof of License	82
<u>D</u>			
Default - Authorized User	63	Purchase Orders	44
Definitions	5		
Disqualification for Past Performance	35	<u>Q</u>	
Drawings	25	Quantity Changes Prior to Award	36
<u>E</u>			
Emergency Contracts	43	<u>R</u>	
Employees/Subcontractors/Agents	55	Rejected Product	51
Equivalent or Identical Bids	33	Release of Bid Evaluation Materials	15
Estimated/Specific Quantity Contracts	42	Re-Weighing Product	49
Ethics Compliance	3	Remanufactured, Recycled, Recyclable or Recovered Materials	22
Expenses Prior to Contract Execution	19	Remedies for Breach	65
Extraneous Terms	13	Repaired or Replaced Product/Components	53
<u>F</u>			
Facsimile Submissions	9	<u>S</u>	
Freedom of Information Law	16	Samples	28
		Savings/Force Majeure	61
<u>G</u>			
Governing Law	2	Scope Changes	41
		Security	69
<u>I</u>			
Indemnification	74	Site Inspection	26
Indemnification Relating to Third Party Rights	75	Shipping/Receipt of Product	47
Independent Contractor	68	Software License Grant	78
Installation	52	Source Code Escrow for Licensed Product	86
Insurance	77	Subcontractors and Suppliers	57
Interest on Late Payments	64	Suspension of Work	59
International Bidding	6		
<u>L</u>			
Late Bids	11	<u>T</u>	
Legal Compliance	73	Taxes	18
Limitation of Liability	76	Termination	60
		Timeframe for Offers	37
		Title and Risk of Loss	48
		Toxic Substances	67
		<u>W</u>	
		Weekend and Holiday Deliveries	46

APPENDIX C

**Contractor's Executive Law, Article 15-A
(M/WBE) Requirements**

CONTRACTOR'S REQUIREMENT UNDER ARTICLE 15-A

In July of 1988, Article 15-A of the Executive Law was passed by the New York State Legislature. This legislation provides specific rules, regulations and procedures for minority and women-owned enterprise participation in certain State Contracts.

The Office of General Services (OGS) is required to implement the provisions of Article 15-A for all of its Contracts (1) in excess of \$25,000 for labor, services, supplies, equipment, materials, or any combination of the foregoing and (2) for Contracts in excess of \$100,000 for real property renovation and construction. For purposes of this Contract, OGS hereby establishes a goal of 0% for minority business enterprises (MBE) participation and 0% for women-owned business enterprises (WBE) participation.

In order to be awarded an OGS Contract, every bidder must comply with the requirements, rules and regulations outlined in Article 15-A.

POLICY AND PROVISIONS

It is the policy of the State of New York to promote equality of economic opportunity for minority and women-owned business enterprises (M/WBEs) in State Contracting. In order to comply with the State's objectives, the Contractors shall use "good faith efforts" to provide meaningful participation by M/WBE Subcontractors or suppliers in the performance of this Contract.

For the purpose of determining a Contractor's good faith effort to comply with the requirements of Article 15-A or to be entitled to a waiver therefrom, the Contracting agency shall consider:

- (a) Whether the Contractor has advertised in general circulation media, trade association publications, minority-focus and women-focus media. In such event,
 - (i) whether or not certified minority or women-owned businesses which have been solicited by the Contractor exhibited interest in submitting proposals for a particular project by attending a pre-bid conference; and
 - (ii) whether certified businesses which have been solicited by the Contractor have responded in a timely fashion to the Contractor's solicitations for timely competitive bid quotations prior to the Contracting agency's bid date; and
- (b) Whether there has been written notification to appropriate certified businesses that appear in the Directory of Certified M/WBE prepared pursuant to paragraph (f) of subdivision three of section three hundred eleven of this article; and
- (c) Whether the Contractor can reasonably structure the amount of work to be performed under subcontracts in order to increase the likelihood of participation by certified businesses.

- A. **GOALS** - The MBE and WBE participation goals as stated earlier are based on the availability of M/WBEs currently certified by New York State and geographically located to be able to perform the work in the region where the project is located. The total dollar value of the Contract, scope of work, the supplies and equipment necessary to perform the project, are also considerations used to determine the percentage goals.
- B. **UTILIZATION** - The Contractor may count as M/WBE participation: subcontracting part of the Contract to certified firms or purchasing supplies and equipment used to perform the terms and conditions of the Contract from certified firms.

Upon a showing by the Contractor of every good faith effort to achieve the goal for M/WBE participation in the work, the State will waive a Contractor's failure to achieve the goal M/WBE participation.

- C. **MINORITY AND WOMEN-OWNED BUSINESS OFFICER** - The Contractor shall designate an Affirmative Action officer and assign the officer the responsibility and authority to monitor the M/WBE program for this Contract. The OGS' Office of Minority and Women-owned Business Enterprises' staff is available to help in identifying certified M/WBEs.
- D. **REQUIRED REPORTS** - The Contractor is required to submit a Utilization Plan (BDC-328) to the NYS Office of General Services within five (5) days after the opening of bids for construction Contracts exceeding \$100,000 and 14 days after notification of award for commodity and service Contracts exceeding \$25,000. The Contractor must also submit the MBE/WBE Letter of Intent to Participate (BDC-49). The Letter MBE/WBE of Intent to Participate is a commitment by the Contractor and the subcontractor/supplier that the terms and conditions for M/WBE participation on this Contract are agreed to. Any modifications or changes to the agreed participation by certified M/WBEs, over the term of the Contract, must be reported on a revised Utilization Plan.
- E. **NONDISCRIMINATION** - The Contractor agrees not to discriminate on the basis of race, creed, color, national origin, gender, age, disability, or marital status, in any respect, against any potential subcontractor, supplier, other company, firm, or enterprise in any manner relating to the performance of this Contract.

POST AWARD

The Contractor must submit to the Office of Minority and Women-owned Business Enterprises after notification of award, the following forms, by the 10th day of each month:

1. (BDC-58) Cumulative Monthly Payment Statements
2. (BDC-25) Monthly Affirmation of Income Payments

All questions regarding compliance to Article 15-A requirements or copies of the forms should be addressed to:

New York State Office of General Services
Office of Minority and Women-owned Business Enterprises
35th Floor, Room 3580
Corning Tower Building
Empire State Plaza
Albany, NY 12242

The telephone numbers and addresses for New York State Department of Economic Development are as follows:

New York State Department of Economic Development
633 Third Avenue
New York, NY 10017

Telephone: (212) 803-2414

New York State Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl Street
Albany, New York 12245
Telephone: (518) 292-5250

APPENDIX D

CONTRACT UPDATE FORM



STATE OF NEW YORK
 EXECUTIVE DEPARTMENT - OFFICE OF GENERAL SERVICES
 PROCUREMENT SERVICES GROUP
 Corning Tower – 37th Floor
 Empire State Plaza
 Albany, New York 12242

CONTRACT UPDATE FORM	
OGS CONTRACT NO.: _____	DATE OF SUBMISSION: _____
CONTRACT PERIOD: From: _____ To: _____	VENDOR CONTACT: NAME: _____ PHONE NO: _____ FAX NO.: _____ E-MAIL: _____
GROUP NO. & DESCRIPTION: _____ _____	
NOTE: Submission of this FORM does not constitute acceptance by the State of New York until approved by the appropriate New York State representative(s).	

INSTRUCTIONS:

1. **This form is to be used for all contract updates. The form is to be completed in triplicate and submitted to the OGS Procurement Services Group for final approval. Vendors shall complete, sign, and notarize where indicated, and attach this form to a cover letter written on standard company letterhead. Any submission that is not complete or signed in triplicate will be rejected.**
2. *Contractor may be required to submit the Product and price information for the update in an Excel spreadsheet format in hard copy and on a floppy disk and/or electronically via e-mail to the OGS Purchasing Officer.*
3. *To expedite the processing of updates that qualify as Auto Adds, do not combine Auto Adds with Regular or Special Adds. **If more than one type of update is being submitted, they should be submitted as totally separate requests.***
4. *The list must be dated and the format should be consistent with the format of the price list(s) included in the Pricing Appendix of the Contract.*
5. *The contract update must be accompanied by either the GSA Price List and revised NYS Net Price List incorporating all changes or the US Commercial Price List and revised NYS Net Price List incorporating all changes, whichever is applicable.*

COMPLETE STATEMENTS 1 THROUGH 8 BELOW:

1. This request is an: <input type="checkbox"/> Auto Add <input type="checkbox"/> Regular Add <input type="checkbox"/> Special Add See contract for an explanation of these terms.	2. The intent of this submittal is to: <input type="checkbox"/> Add new products <input type="checkbox"/> Delete products <input type="checkbox"/> Increase pricing <input type="checkbox"/> Reduce pricing <input type="checkbox"/> Amend VAR list
3. All terms and conditions of the contract shall apply to this request. <input type="checkbox"/> Agree <input type="checkbox"/> Disagree	4. All discounts as agreed to in the contract shall apply. <input type="checkbox"/> Agree <input type="checkbox"/> Disagree

5. All discounts are: _____ GSA _____ Most Favored Nation* *Prices offered are the lowest offered to any similarly situated entity.	6. Attached documentation includes: _____ Current approved GSA (labeled "For information only") _____ Current commercial price list (labeled "For information only") _____ Revised NYS Net Price List
7. If other than an auto-ad, describe the Nature and Purpose of the update: _____ _____	
8. For a regular add, please explain how pricing has been restructured to customers, and/or identify and describe new Products or services, which fall into a new group or category that did not exist at the time of approval of the Contract by the New York State Comptroller. If not applicable, state NA: _____ _____	

The following CORPORATE ACKNOWLEDGEMENT statement is to be included in each of the three original forms. The request must be signed by an individual given the authority to perform this action by the corporation's board of directors and the signature must be notarized.

 Signature of Authorized Vendor Representative:

<u>CORPORATE ACKNOWLEDGMENT</u>	
STATE OF _____ } : ss.: COUNTY OF _____ }	On the ____ day of _____ in the year 20__, before me personally came: _____, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____; that he/she/they is (are) _____ (the President or other officer or director or attorney in fact duly appointed) of _____, the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.
_____ Signature of Notary Public	

FOR STATE USE ONLY	
<u>OGS APPROVAL:</u> Approved _____ Approved as amended _____ Disapproved _____ Name: _____ Title: _____ Date _____	<u>OSC APPROVAL:</u> Approved _____ Disapproved _____ Name: _____ Title: _____ Date _____

APPENDIX E

CONTRACTOR'S REQUIRED SUBMISSIONS

SUBMISSION #1
MANDATORY CONTRACTOR QUESTIONNAIRE
[CONTRACTOR MUST ANSWER ALL QUESTIONS]

Page 1 of 3

1. Are you a New York State resident business?	Yes <u>X</u>	No _____
2. Total number of people employed by your firm:	<u>Appx. 14,000 worldwide</u>	
3. Total number of people employed by your firm in New York State:	_____	
4. Is your company independently owned and operated?	Yes _____	No <u>X</u>
5. Place of manufacture or development of Product(s) offered (Please indicate "Yes" or "No" for A, B or C): A. All NYS manufacture/development? <u>OR</u> B. All manufactured/developed outside NYS? <u>OR</u> C. Manufactured/developed in NYS and outside NYS?	Yes _____	No <u>X</u>
	Yes _____	No <u>X</u>
	Yes _____	No _____
6. Is your firm at least 51% owned and controlled by women, or 51% owned and controlled by minority group members, i.e., Black Hispanic, Asian, Pacific Islander, American Indian, Alaskan Native? If yes, _____ Minority Owned _____ Women Owned If yes, have you been certified or registered? _____ Yes _____ No If yes, List certification or registration authority: _____ _____	Yes _____	No <u>X</u>
7. Do any of the Products offered herein incorporate recycled materials?	Yes _____	No <u>X</u> N/A _____
8. Do any of the Products offered herein contain remanufactured components?	Yes _____	No <u>X</u> N/A _____
9. Are any of the Products offered herein Energy Star Compliant? If yes, which Products? _____ _____	Yes _____	No <u>X</u> N/A _____

Continued on next page...

10. CONTRACTOR DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS Pursuant to Procurement Lobbying Law (SFL §139-j)		Yes _____	No _____
a. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?		Yes _____	No <u>X</u>
If yes, please answer the following question:			
b. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?		Yes _____	No _____
c. If yes, was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?		Yes _____	No _____
If yes, please provide details regarding the finding of non-responsibility:			
Governmental Entity:		_____	
Date of Finding of Non-responsibility:		_____	
Basis of Finding of Non-Responsibility: (add additional pages if necessary)		_____ _____ _____ _____ _____	
d. Has any governmental agency terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information?		Yes _____	No <u>X</u>
If yes, please provide details:			
Governmental Entity:		_____	
Date of Termination or Withholding of Contract:		_____	
Basis of Termination or Withholding: (add additional pages if necessary)		_____ _____ _____	
Signature:		_____	
Printed Name:		_____	

<p>11. "NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MacBRIDE FAIR EMPLOYMENT PRINCIPLES"</p> <p>In accordance with Section 165 of the State Finance Law, the Developer, by submission of this contract, certifies that it or any individual or legal entity in which the Developer holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Developer, either:</p> <p>(answer Yes or No to one or both of the following, as applicable),</p> <p>A. have business operations in Northern Ireland:</p> <p>If yes,</p> <p>B. shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to non-discrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such Principles.</p>	<p>a. Yes <u> X </u></p> <p>b. Yes <u> X </u></p>	<p>a. No _____</p> <p>b. No _____</p>
<p>12. NON-COLLUSIVE BIDDING CERTIFICATION</p> <p>By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:</p> <p>(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;</p> <p>(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and</p> <p>(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.</p>		

Submission # 2
Contractor Information

Contractor Information (for Ordering and Contract Administration Purposes)

1. CONTRACTOR/COMPANY INFORMATION	
Company Name:	LexisNexis, a division of Reed Elsevier, Inc.
Address: (From first page of Contract)	125 Park Avenue 23 rd Floor New York, NY 10017
FEDERAL ID #:	52-1471842
Source Code Escrow Agent Name: Address: Phone Number:	N/A

2. CENTRALIZED CONTRACT	
Contract Administrator Name:	Nisha Falcigno
Title:	Senior Account Manager
Mailing Address:	125 Park Avenue New York, NY 10017
Telephone Number:	(800) 437-8674 ext. 3445
E-mail:	Nisha.falcigno@lexisnexis.com
FAX:	(203) 795-0704

3. SALES/BILLING	
Contact Name:	Nisha Falcigno
Title:	Senior Account Manager
Address:	125 Park Avenue, New York, NY 10017
Telephone Number:	(800) 437-8674 ext. 3445
E-mail:	Nisha.falcigno@lexisnexis.com
FAX:	(203) 795-0704

Submission # 3

NYS Contract Net Price List

(NYS Net Prices For: On-line Database Access, Related Electronic Products, Consulting & Training Services)

(to be attached by Contractor)

Pricing is Based On:

US Commercial List, Dated _____

GSA Supply Schedule Number _____
Dated _____

Other: The prices are fair market value and are similar to overall price packages with similar numbers of users that LexisNexis offers to similarly situated state or local government entities of similar size

2008 LexisNexis NYS MSA Price List

LexisNexis Core Menu Pricing

All costs are flat-rate monthly prices.

		Number of Users					
		1 - 50	51 - 100	101 - 200	201 - 300	301- 400	401-500
Menu 1	State of New York Legal Materials	\$46	\$44	\$43	\$41	\$39	\$37
Menu 2	State of New York, U.S. Supreme Court & 2 nd Circuit Legal Materials	\$57	\$54	\$53	\$51	\$48	\$46
Menu 3	State & Federal Legal Materials	\$130	\$124	\$121	\$117	\$111	\$104
Menu 4	New York Public Records	\$22	\$21	\$20	\$20	\$19	\$18
Menu 5	Public Records and SmartLinx	\$87	\$83	\$81	\$78	\$74	\$70
Menu 6	All News, Factiva and Company Info	\$29	\$28	\$27	\$26	\$25	\$24
Menu 7	Law Enforcement Solutions Page*	\$118	\$112	\$110	\$106	\$100	\$94

* Law Enforcement Solution Page is not available to agencies that do not currently subscribe to it. All other agencies may purchase the "Public Records and SmartLinx" menu or Accurint public records solution.

Accurint Pricing

All costs are flat-rate monthly prices.

Bundled Accurint Services			
*Discounted costs below apply only if agency already subscribes to certain core LexisNexis menus above			
Cost Per User	*Accurint cost if agency already subscribes to both core menus 3 & 6	*Accurint cost if agency already subscribes to core menu 5	*Accurint cost if agency already subscribes to core menu 7
1 – 4	\$84.00	\$56.00	\$35.00
5 – 9	\$81.00	\$54.00	\$34.00
10 – 24	\$78.00	\$52.00	\$33.00
25 – 49	\$75.00	\$50.00	\$31.00
50 – 99	\$72.00	\$48.00	\$30.00
100 – 249	\$69.00	\$46.00	\$29.00
250 – 499	\$65.00	\$43.00	\$27.00
500+	\$63.00	\$41.00	\$26.00

Individual Accurint Service			
Cost Per User	Accurint	Accurint LE	Accurint LE Plus
1 – 4	\$130.00	\$130.00	\$140.00
5 – 9	\$125.00	\$125.00	\$135.00
10 – 24	\$120.00	\$120.00	\$130.00
25 – 49	\$115.00	\$115.00	\$125.00
50 – 99	\$110.00	\$110.00	\$120.00
100 – 249	\$105.00	\$105.00	\$115.00
250 – 499	\$100.00	\$100.00	\$110.00
500+	\$95.00	\$95.00	\$105.00

2008 LexisNexis NYS MSA Price List cont'd

Additional Accurint Features	
<ul style="list-style-type: none"> • People at Work • Advanced Person Search • Wireless Access • Advanced Sexual Offender • Phone Plus 	
Number of Features	Cost Per User
1	\$10.00
2	\$17.50
3	\$25.00
4	\$32.50
5	\$40.00

Phone Network Gateway
\$40 per user ID

Total Analyzer Package Pricing

Agencies may purchase the Total Analyzer Package for \$94 per user per month. The package includes Company Analyzer, Judge Analyzer, Arbitrator Analyzer and Expert Witness Analyzer.

CourtLink Pricing

All costs are flat-rate monthly prices.

Offering	Menu Description	1 User	2 Users	3 – 5 Users	6 – 10 Users	11 – 15 Users	16 – 20 Users
Federal Only (Supreme Court included)	Federal Courts	\$100	\$150	\$240	\$460	\$685	\$850
Federal & NY – New York	Federal Courts and New York	\$215	\$240	\$300	\$595	\$915	\$1,060
NY – New York Only	NY – New York Courts	\$145	\$165	\$185	\$355	\$630	\$710

2008 LexisNexis NYS MSA Price List cont'd

Item description	Government Rate
LN Academic	
Higher Education	
1,500	\$ 12,372
5,000	\$ 25,078
15,000	\$ 71,890

Item description	Government Rate
LN Congressional	
Higher Education	
1,500 and Under (MIN)	\$ 2,976
1,500 - 2,500	\$ 3,567
2,501 - 3,500	\$ 4,235
3,501 - 5,000	\$ 4,960
5,001 - 7,500	\$ 6,687
7,501 - 10,000	\$ 8,080
10,001 - 12,500	\$ 9,752
12,501 - 15,000	\$ 10,977
15,001 - 17,500	\$ 12,539
17,501 - 20,000	\$ 14,434
20,001 - 22,500	\$ 15,744
22,501 - 25,000	\$ 16,718
25,001 - 27,000 (MAX)	\$ 18,056

Law Schools	\$ 5,219
--------------------	----------

Public and State Library Systems	
100,000 and Under	\$ 1,739
100,001 - 250,000	\$ 2,898
250,001 - 500,000	\$ 4,636
Over 500,000	\$ 5,797

Item description	Government Rate
Congressional Indexes	
Higher Education	\$ 1,163
Law Schools	\$ 1,163
Public and State Library Systems	
100,000 and Under	\$ 580
100,001 - 250,000	\$ 811
250,001 - 500,000	\$ 1,043
Over 500,000	\$ 1,275

2008 LexisNexis NYS MSA Price List cont'd

Item description	Government Rate
LN Statutes at Large	
Higher Education	\$ 1,163
Law Schools	\$ 576
Public and State Library Systems	
100,000 and Under	\$ 290
100,001 - 250,000	\$ 463
250,001 - 500,000	\$ 696
Over 500,000	\$ 870

Item description	Government Rate
LN Environmental	
Higher Education (inc Law Schools)	
1,500 and Under (MIN)	\$ 1,036
1,500 - 2,500	\$ 1,616
2,501 - 3,500	\$ 2,341
3,501 - 5,000	\$ 3,567
5,001 - 7,500	\$ 4,904
7,501 - 10,000	\$ 5,071
Over 10,000 (Max)	\$ 5,240
Public and State Library Systems	
100,000 and Under	\$ 1,449
100,001 - 250,000	\$ 2,318
250,001 - 500,000	\$ 3,189
Over 500,000	\$ 4,058

Item description	Government Rate
LN GPI (Community College - charge lowest level FTE)	
Higher Education (inc Law Schools)	
1 - 5,000	\$ 979
5,001 - 7,500	\$ 1,251
7,501 - 10,000	\$ 1,522
10,001 - 15,000	\$ 1,794
Over 15000	\$ 2,067
Public and State Library Systems	
100,000 and Under	\$ 1,251
100,001 - 250,000	\$ 1,522
250,001 - 500,000	\$ 1,794
Over 500,000	\$ 2,067

2008 LexisNexis NYS MSA Price List cont'd

Item description	Government Rate
LN Primary Sources in US History	
Higher Education	
1,500 and Under (MIN)	\$ 2,095
1,500 - 2,500	\$ 2,508
2,501 - 3,500	\$ 2,788
3,501 - 5,000	\$ 3,288
5,001 - 7,500	\$ 4,013
7,501 - 8,000 (MAX)	\$ 4,726
Public and State Library Systems	
100,000 and Under	\$ 848
100,001 - 250,000	\$ 1,130
250,001 - 500,000	\$ 1,414
Over 500,000	\$ 1,696

Item description	Government Rate
LN State Capital	
Higher Education	
1,500 and Under (MIN)	\$ 1,739
1,500 - 2,500	\$ 2,174
2,501 - 3,500	\$ 2,619
3,501 - 5,000	\$ 3,066
5,001 - 7,500	\$ 4,073
7,501 - 10,000	\$ 5,083
10,001 - 12,500	\$ 6,091
12,501 - 15,000	\$ 7,100
15,001 - 17,500	\$ 8,109
17,501 - 20,000	\$ 9,117
20,001 - 22,500	\$ 10,126
22,501 - 25,000	\$ 10,126
25,001 - 27,000 (MAX)	\$ 11,134
Public and State Library Systems	
100,000 and Under	\$ 1,075
100,001 - 250,000	\$ 1,414
250,001 - 500,000	\$ 1,696
Over 500,000	\$ 2,827

2008 LexisNexis NYS MSA Price List cont'd

Item description	Government Rate
LN Statistical Base Edition	
Higher Education	
1,500 and Under (MIN)	\$ 2,921
1,500 - 2,500	\$ 3,405
2,501 - 3,500	\$ 4,339
3,501 - 5,000	\$ 5,161
5,001 - 7,500	\$ 6,422
7,501 - 10,000	\$ 7,358
10,001 - 12,500	\$ 7,908
12,501 - 15,000	\$ 8,347
15,001 - 17,500	\$ 9,062
17,501 - 20,000	\$ 9,609
20,001 - 22,500	\$ 10,159
22,501 - 25,000	\$ 10,818
25,001 - 30,000	\$ 11,587
30,001 - 34,000 (MAX)	\$ 12,087
Public and State Library Systems	
100,000 and Under	\$ 1,696
100,001 - 250,000	\$ 2,827
250,001 - 500,000	\$ 4,524
Over 500,000	\$ 5,654

Item description	Government Rate
LN Statistical Abstracts & Indexes	
Higher Education	
1,500 and Under (MIN)	\$ 1,260
1,500 - 2,500	\$ 1,616
2,501 - 3,500	\$ 1,783
3,501 - 5,000	\$ 2,285
5,001 - 7,500	\$ 2,788
7,501 - 10,000	\$ 3,232
10,001 - 12,500	\$ 3,789
12,501 - 15,000	\$ 4,235
15,001 - 17,500	\$ 4,682
17,501 - 20,000	\$ 5,127
20,001 - 22,500	\$ 5,572
22,501 - 25,000	\$ 5,797
25,001 - 30,000	\$ 5,963
30,001 - 34,000 (MAX)	\$ 6,014
Public and State Library Systems	
100,000 and Under	\$ 565
100,001 - 250,000	\$ 792
250,001 - 500,000	\$ 1,018
Over 500,000	\$ 1,244

2008 LexisNexis NYS MSA Price List cont'd

Item description	Government Rate
LN Statistical Research Edition	
Higher Education	
1,500 and Under (MIN)	\$ 4,813
1,500 - 2,500	\$ 5,600
2,501 - 3,500	\$ 7,107
3,501 - 5,000	\$ 8,561
5,001 - 7,500	\$ 10,338
7,501 - 10,000	\$ 12,277
10,001 - 12,500	\$ 13,865
12,501 - 15,000	\$ 14,969
15,001 - 17,500	\$ 15,938
17,501 - 20,000	\$ 16,908
20,001 - 22,500	\$ 18,038
22,501 - 25,000	\$ 19,222
25,001 - 30,000	\$ 20,675
30,001 - 34,000 (MAX)	\$ 21,322
Public and State Library Systems	
100,000 and Under	\$ 1,696
100,001 - 250,000	\$ 2,827
250,001 - 500,000	\$ 4,524
Over 500,000	\$ 5,654

Submission # 4

Consulting & Training Services

(Description of Services, Course Offerings, & Pricing)

(to be attached by Contractor)

<p><u>SPECIFICATION – Description of Database</u> Describe what types of databases are available and elaborate on whether these databases are citation, abstract, full text, image, multimedia, etc.</p>	<p>MEET (Yes/No)</p>	<p>ANTICIPATED ENHANCEMENT (DATE)</p>
<p><u>RESPONSE</u> LexisNexis offers comprehensive online legal and news databases and public records, all available in full text, cite, KWIC view(showing search terms and their surround terms), and custom views (defined by user). Please visit www.lexisnexis.com for more details about online databases and services.</p>	<p>Yes</p>	<p>We are constantly improving and updating databases and search features.</p>
<p><u>SPECIFICATION – Description of Database</u> Describe the subject categories covered by the databases including but not necessarily limited to the following subject categories: general, business, social sciences, health, education, science, technology and law.</p>	<p>MEET (Y/N)</p>	<p>ANTICIPATED ENHANCEMENT (DATE)</p>
<p><u>RESPONSE</u> LexisNexis databases cover all subject matter, including but not limited to general, legal, business, news, public records, social sciences, health, education, science, and technology. We offer legal documents, news, public records, treatises, business information, scholarly journals and more.</p>	<p>Yes</p>	<p>We are constantly improving and updating databases and search features</p>
<p><u>SPECIFICATION – Description of Database</u> Describe the years of coverage of the databases (e.g. from 1995 to the present). Provide a statement that describes the range of coverage currently available and the ongoing development of the databases including specific time related goals (e.g. databases dating back to 2000 under development with completion expected in 2008).</p>	<p>MEET (Y/N)</p>	<p>ANTICIPATED ENHANCEMENT (DATE)</p>
<p><u>RESPONSE</u> LexisNexis provides deep archives of information, and coverage varies by database. For example: <u>U.S. Supreme Court</u>: 1790 to present. <u>U.S. Courts of Appeals</u>: Generally from 1912 to present. <u>U.S. District Courts</u>: Generally from 1789 to present. <u>State Courts</u>: Coverage begins generally at inception for each court. <u>Federal Statutes and Court Rules</u>: Generally 1992 to present. <u>State Statutes</u>: Generally the early 1990s to present. <u>New York Times</u>: 1980 to present <u>Accurint public records</u>: Up to 30 years.</p>	<p>Yes</p>	<p>We provide the most current and comprehensive legal, news and public records materials available online, and we strive constantly to improve and enhance coverage and currentness.</p>

<p><u>SPECIFICATION – Description of Database</u> Are the databases indexed? If so, describe indexing method.</p>	<p>MEET (Y/N)</p>	<p>ANTICIPATED ENHANCEMENT (DATE)</p>
<p><u>RESPONSE</u> Yes. Databases are indexed in a variety of ways, fostering user-friendly navigation and searching. Databases are logically indexed by title, area of law, jurisdiction, and category, just to name a few. Also, individual sources, such as statutes and treatises, are indexed by chapter, title or subject areas in electronic tables of contents, providing even more simple navigation and searching.</p>	<p>Yes</p>	<p>We are constantly improving navigation and search features, including indexing.</p>
<p><u>SPECIFICATION – Description of Database</u> How frequently are the databases updated? Describe the procedures for updating databases.</p>	<p>MEET (Y/N)</p>	<p>ANTICIPATED ENHANCEMENT (DATE)</p>
<p><u>RESPONSE</u> Databases are updated daily, weekly, monthly, or quarterly, depending on the source. We pride ourselves in the currentness of materials and strive constantly to bring you the most up-to-date content available online.</p>	<p>Yes</p>	<p>We provide the most current and comprehensive legal, news and public records materials available online, and we strive constantly to improve and enhance coverage and currentness.</p>
<p><u>SPECIFICATION – Description of Database</u> Can the vendor customize electronic journals and database collections? Describe current capabilities as well as costs for this service.</p>	<p>MEET (Y/N)</p>	<p>ANTICIPATED ENHANCEMENT (DATE)</p>
<p><u>RESPONSE</u> Yes. LexisNexis provides high-quality customized electronic journals and database collections. Please see Submission No. 3 above for pricing information. For more details about customization and pricing, you may also contact Nisha Falcigno, senior account manager, by phone at (800) 437-8674, ext. 3445 or via e-mail at nisha.falcigno@lexisnexis.com.</p>	<p>Yes</p>	<p>LexisNexis is constantly improving the customization of its databases and journals.</p>

<p><u>SPECIFICATION – Description of Searching Capabilities</u></p> <p>Does the system allow simple command oriented searching? If so, is searching by author, name, company, title, subject and keywords?</p>	<p>MEET (Y/N)</p>	<p>ANTICIPATED ENHANCEMENT (DATE)</p>
<p><u>RESPONSE</u></p> <p>Yes. The LexisNexis online services permit command oriented searching. Users to restrict search terms to document segments, such as party name, case citation, judge name, court name, company name, news article headline, author, date, etc. We also provide fill-in-the-blank search forms that make finding documents even easier. Users may also search by key word, employing either Boolean or Natural Language search logic. Furthermore, users may restrict searches to up to topics or subjects to help streamline research.</p>	<p>Yes</p>	<p>LexisNexis is constantly improving its search features and technologies</p>
<p><u>SPECIFICATION – Description of Searching Capabilities</u></p> <p>Does the system provide for basic and more sophisticated Boolean searching ("and", "or", "not")? Describe the systems functionality in this regard.</p>	<p>MEET (Y/N)</p>	<p>ANTICIPATED ENHANCEMENT (DATE)</p>
<p><u>RESPONSE</u></p> <p>LexisNexis sophisticated search technology supports Boolean search terms. Term connectors include: and, or, w/n (terms appear within “n” words of each other), not w/n, pre/n, w/p (terms appear within the same paragraph), not w/p, w/seg (terms appear within the same segment of a document), w/s (terms appear within the same sentence), not w/s, and not, atleastn (term appears at least “n” number of times in document), allcaps, caps, nocaps, plural, and singular.</p>	<p>Yes</p>	<p>LexisNexis is constantly improving its search features and technologies.</p>
<p><u>SPECIFICATION – Description of Searching Capabilities</u></p> <p>When long searches are identified, does the system provide options for continuing the search, previewing some of the hits, narrowing the search, or terminating the search?</p>	<p>MEET (Y/N)</p>	<p>ANTICIPATED ENHANCEMENT (DATE)</p>
<p><u>RESPONSE</u></p> <p>The search-term box accommodates up to 1,000 characters, providing plenty of room to enter as many search terms as necessary to conduct almost all searches. Users may contact customer support, free of charge, for advice on how to narrow searches if necessary. The system will not run searches containing more than 1,000 characters. Users will be prompted to enter a new search if they exceed 1,000 characters.</p> <p>After a user runs an initial search, he or she can use the FOCUS feature to run subsequent, narrower searches within the initial set of search results.</p>	<p>Yes</p>	<p>LexisNexis is constantly improving its search features and technologies.</p>

<p><u>SPECIFICATION – Description of Searching Capabilities</u> Describe other searching features which may be important to end users.</p>	MEET (Y/N)	ANTICIPATED ENHANCEMENT (DATE)
<p><u>RESPONSE</u> LexisNexis offers several user-friendly search features to help you find documents quickly. Please see Exhibit A or visit www.lexisnexis.com for more information about Search Advisor, Alerts, FOCUS, Research Task Pages, <i>Shepard's</i> Citations Service, Total Search, and more.</p>	Yes	LexisNexis is constantly improving its search features and technologies.
<p><u>SPECIFICATION – Help/Training</u> Does the system provide a help function at any time during the search?</p>	MEET (Y/N)	ANTICIPATED ENHANCEMENT (DATE)
<p><u>RESPONSE</u> Yes. A help link is located at the top right corner of the screen at all times. Users may search for topics in help screens or browse a table of contents for answers to questions.</p>	Yes	LexisNexis is constantly improving on ways to assist customers with searches.
<p><u>SPECIFICATION – Help/Training</u> Does the system include: provision of an on-line general tutorial on conducting searches, provision of different levels of instruction (e.g. beginner, advanced) printed training materials, training directly from vendor.</p>	MEET (Y/N)	ANTICIPATED ENHANCEMENT (DATE)
<p><u>RESPONSE</u> Yes. Users may access an online tutorial for no extra charge. It's available at http://support.lexisnexis.com. User-friendly help screens offer search tips, technical assistance, and much more. We offer several types of training, including onsite, telephonic and Web training for beginners and advanced users. Training includes printed tip sheets and guides to using lexis.com. Please see Exhibit A or visit www.lexisnexis.com for more details about training.</p>	Yes	LexisNexis is constantly improving its training

<p><u>SPECIFICATION – Display, Print, Download</u> <u>Function</u> Does the system provide screens that are clear and easy to interpret? Labels for fields should be easily interpreted.</p>	<p>MEET (Y/N)</p>	<p>ANTICIPATED ENHANCEMENT (DATE)</p>
<p><u>RESPONSE</u> Yes. Please see Exhibit A or visit www.lexisnexis.com for screenshots and more information about the user interface. Search boxes and search forms include clearly labeled fields. Documents also contain clearly labeled portions. Also, the user-friendly interface makes it simple to navigate to sources and to document portions, helping you quickly find the documents and the document language you need.</p>	<p>Yes</p>	<p>LexisNexis is constantly improving its user interface.</p>
<p><u>SPECIFICATION – Display, Print, Download</u> <u>Function</u> Does the system provide a method of specifying items to print or download?</p>	<p>MEET (Y/N)</p>	<p>ANTICIPATED ENHANCEMENT (DATE)</p>
<p><u>RESPONSE</u> Yes. LexisNexis’ print, download, fax and e-mail screens allow users to specify which documents they wish to deliver, which portions of documents to deliver, which font to deliver in, single or double line spacing, one- or two-column text, and whether to show search terms in boldface type.</p>	<p>Yes</p>	<p>LexisNexis is constantly improving its print, download, fax and e-mail features.</p>

APPENDIX F

**SUBSCRIPTION PLAN ORDER FORM
FOR
STATE/LOCAL GOVERNMENT**



SUBSCRIPTION PLAN ORDER
FOR STATE/LOCAL GOVERNMENT

"Agency":	"LN": LexisNexis, a division of Reed Elsevier Inc.
-----------	--

In this subscription plan order (the "Order") the Authorized User or Agency (the "Agency") and LN agree to the following terms and conditions of the Contract (the "Contract") previously executed between LN and the New York State Office of General Services solely for the purpose of obtaining Products (as defined in the Contract) and pricing.

1. TERM

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

2. AUTHORIZED LN ID USERS

This Order relates only to the Agency's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized LN ID Users under the Participating Billgroups. "Authorized LN ID User" means an individual to whom Agency assigns an LN identification number under a Participating Billgroup ("LN ID"). Only Agency's employees, temporary employees, and contractors are eligible to be Authorized Users. Agency 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. Agency 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 Agency or Agency otherwise wishes to terminate the Authorized User's access to the Online Services. Agency 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 Agency's employees.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)

3. CERTIFICATION

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

4. MONTHLY SUBSCRIPTION CHARGE

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

5. PREFERRED PRICING MATERIALS AND CHARGES

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

PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a)	_____	_____
(b)	_____	_____
(c)	_____	_____
(d)	_____	_____
(e)	<input type="checkbox"/> See attached Rider No. 1 for additional Preferred Pricing Materials	

COMMITMENT PERIOD(S)	MONTHLY COMMITMENT
Beginning _____ to _____	\$ _____
Beginning _____ to _____	\$ _____
Beginning _____ to _____	\$ _____
Beginning _____ to _____	\$ _____
Beginning _____ to _____	\$ _____

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

6. ADDITIONAL CHARGES

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

_____ ency elects access to the Alternate Pricing Materials

(Initial)

7. CLOSED OFFER

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

8. CONFIDENTIAL INFORMATION

Subject to any New York state open records or freedom of information statutes, this Order contains confidential pricing information of LN. Agency understands that disclosure of the pricing information that is lower than the prices set forth in Appendix E of the Contract could cause competitive harm to LN, and will receive and maintain this Order in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Contract.

9. MISCELLANEOUS

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

9.2 This Order may be terminated by Agency after the first Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Order may also be terminated by Agency on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

9.3 All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

9.4 UPON TERMINATION OR EXPIRATION OF THIS ORDER, CONTINUED USE OF THE ONLINE SERVICES BY AGENCY IS GOVERNED BY THE CONTACT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE MARKED AS APPENDIX E OF THE CONTRACT.

9.5 All capitalized terms not defined herein will have the meanings ascribed to them in the Contract.

AGREED TO AND ACCEPTED BY:

LexisNexis, a division of Reed Elsevier Inc.

AGENCY

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

APPENDIX G

SUPPLEMENTAL TERMS
FOR SPECIFIC MATERIALS



LexisNexis Services

SUPPLEMENTAL TERMS FOR SPECIFIC MATERIALS

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

1. AFX News Limited Database

AFX News Limited ("AFX") obtains information for inclusion in its databases from sources which it considers reliable, but AFX shall not be liable for any inaccuracies in its databases, whether caused by negligence or otherwise. AFX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF THE DATABASES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. AFX's liability to you for direct loss or damage, whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee paid by you for access to the AFX databases during the twelve months preceding the date such cause of action is alleged to have arisen. AFX shall not in any circumstances be liable to you, whether in contract, tort or otherwise, for any consequential or indirect loss or damage or any loss of profits or loss of contracts howsoever arising.

2. A.M. Best Company, Inc.

Best's Company Reports are copyrighted by A.M. Best Company, Inc. and are provided for Subscriber's internal use. Information or materials electronically retrieved and/or printed from Best's Company Reports may be duplicated for limited purposes such as use in documents or briefs filed with courts, administrative boards, other governmental agencies, and with counsel in such matters. However, you may not publish, broadcast, sell or otherwise redistribute this material for commercial purposes.

Information included in Best's Company Reports is obtained from each company's sworn financial statement as filed with the Insurance Commissioner of the state in which the company is domiciled and licensed to conduct business. While the information in Best's Company Reports was obtained from sources believed to be reliable, its accuracy is not guaranteed.

Best's Ratings reflect A.M. Best Company's current and independent opinion of the financial strength and operating performance of an insurer relative to the standards established by A.M. Best Company. Best's Ratings are not a warranty of an insurer's current or future ability to meet its obligations to policyholders, nor are they a recommendation of a specific policy form, contract rate or claim practice.

A.M. Best Company makes no warranties, expressed or implied, including those of merchantability or fitness for a particular purpose. In no event shall A.M. Best Company have any liability for lost profits or incidental or consequential damages.

3. American Society of Health System Pharmacists Materials

DIF is provided for informational purposes only. Drug therapy decisions are the responsibility of the clinician. The entire monography should be reviewed.

4. Asia Pulse Pte Limited

This is the Asia Pulse service of business intelligence, news, tenders and expert commentary on the economics of Asia provided by Asia Pulse Pte Ltd (Asia Pulse).

Asia Pulse reserves all rights including copyright in relation to services provided by it, except where otherwise stated. The Asia Pulse service is supplied to subscribers solely for their use. Retransmission, dissemination or publication other than in accordance with the General Terms and Conditions, whether in print, electronic or other means, is expressly forbidden without written authorization from Asia Pulse.

Asia Pulse prepares its service on material obtained from sources which it believes are reliable. Asia Pulse is published as an information service without assuming a duty of care. Asia Pulse is not in the business of providing professional advice and the Asia Pulse service should not be relied on as a substitute for financial, legal or other professional advice. Asia Pulse gives no warranty or guarantee as to the accuracy of the information contained in the Asia Pulse service and shall not be liable for errors, omissions in, or delays or interruptions to or cessation of the service through negligence or otherwise.

Copyright 1996 Asia Pulse Pte Ltd

5. Australian Broadcasting Corporation Materials

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes. You may not modify the information found in Australian Broadcasting Corporation materials without the express permission of the Australian Broadcasting Corporation. The “wave” device is a trademark of the Australian Broadcasting Corporation. It may not be used without the prior, specific, written permission of the Australian Broadcasting Corporation.

6. Axel Springer AG Materials

Your use of Axel Springer AG Materials is subject to the following terms of use:

- (a) The materials are made available for your internal use only. The materials shall not be reproduced, revealed or made available in whole or in part to anyone else, unless required by law. You acknowledge that the materials are subject to the copyright and other proprietary rights of Axel Springer AG and you will not commit or permit any act or omission that would impair such rights.
- (b) AXEL SPRINGER AG DOES NOT GUARANTEE OR WARRANT THE MATERIALS OR THE LEXISNEXIS SYSTEM IN ANY WAY. AXEL SPRINGER AG SHALL NOT BE LIABLE TO YOU FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY AXEL SPRINGER AG’S NEGLIGENT ACTS OR OMISSIONS IN PREPARING OR DELIVERING THE MATERIALS OR IN DOING ANYTHING RELATED THERETO. AXEL SPRINGER AG WILL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (c) IF, NOTWITHSTANDING THE ABOVE, AXEL SPRINGER AG IS HELD TO BE LIABLE, THE AMOUNT OF SUCH LIABILITY SHALL NOT EXCEED \$10,000 (USD).

7. Barclays Official California Code of Regulations

BARCLAYS MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS; AND

BARCLAYS ASSUMES NO LIABILITY WHATSOEVER WITH RESPECT TO ANY USE OF BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS OR ANY PORTION THEREOF OR WITH RESPECT TO ANY DAMAGES WHICH MAY RESULT FROM SUCH USE.

8. Berliner Morgenpost (Ullstein GmbH)

Your use of Ullstein GmbH’s Berliner Morgenpost is subject to the following terms of use:

- (a) The materials are made available for your internal use only. The materials shall not be reproduced, revealed or made available in whole or in part to anyone else, unless required by law. You acknowledge that the materials are subject to the copyright and other proprietary rights of Ullstein GmbH and you will not commit or permit any act or omission that would impair such rights.
- (b) ULLSTEIN GMBH DOES NOT GUARANTEE OR WARRANT THE MATERIALS OR THE LEXISNEXIS SYSTEM IN ANY WAY. ULLSTEIN GMBH SHALL NOT BE LIABLE TO YOU FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ULLSTEIN GMBH’S NEGLIGENT ACTS OR OMISSIONS IN PREPARING OR DELIVERING THE MATERIALS OR IN DOING ANYTHING RELATED THERETO. ULLSTEIN GMBH WILL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (c) IF, NOTWITHSTANDING THE ABOVE, ULLSTEIN GMBH IS HELD TO BE LIABLE, THE AMOUNT OF SUCH LIABILITY SHALL NOT EXCEED \$10,000 (USD).

9. Bundesanzeiger Verlagsgesellschaft mbH Materials

In the course of collecting, digitizing, formatting and structuring these materials, errors may occur in the edited data record and such data record may deviate from the original source, which errors and deviations are beyond the control and detection of Bundesanzeiger Verlagsgesellschaft mbH. It is not possible to perfectly check the correctness, reliability and completeness of these materials and their error-free correspondence with the entries in the commercial registers. Bundesanzeiger Verlagsgesellschaft mbH does not guarantee the correctness, reliability and completeness of the material or the error-free correspondence between the material and commercial register sources. BUNDESANZEIGER VERLAGSGESELLSCHAFT MBH DOES NOT WARRANT THE COMPLETENESS AND CORRECTNESS OF THESE MATERIALS OR THEIR CORRESPONDENCE TO THE ENTRIES IN THE COMMERCIAL REGISTERS.

Notwithstanding the foregoing, Bundesanzeiger Verlagsgesellschaft mbH does assure that the materials have been drawn up in accordance with the principles of due commercial diligence applicable in Germany.

10. Bureau of National Affairs, Inc. Materials

These materials may not be resold and may only delivered in the ordinary course of rendering legal, consulting, market research, or other similar services to clients. You may not redistribute these materials via Lotus Notes.

11. CELEX Database

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

12. Company Intelligence Database and Gale Company Briefs Database

Gale Group, Inc. ("GALE") does not guarantee or warrant the accuracy or completeness of the materials identified immediately above and will not be responsible for any claim of any person attributable to errors, omissions or other inaccuracies of any part of such materials.

You must seek written authorization from GALE to use the materials identified immediately above in any way not specified in the General Terms and Conditions.

13. Congressional Quarterly, Inc. Materials

These materials are not legal transcripts for purposes of litigation

14. Consumer Reports(R)

Consumers Union never allows its ratings, name or work, including this material, to be used as an endorsement or commercial tie-in with any product or service or for any commercial, promotional or advertising use. Consumers Union takes all steps open to it to prevent misuse of its work or name.

15. Deloitte & Touche LLP

The International Tax and Business Guide Series is prepared by professionals in Deloitte Touche Tohmatsu International ("DTTI") and its member firms. This Series is designed to provide potential investors with fundamental information about various countries, including factors that a foreign investor should consider in deciding whether to acquire an existing company or start a new operation in a particular country. These factors include tax planning, employment and labor considerations, financing, importing, exporting and accounting matters.

The information given is not exhaustive; furthermore, laws, regulations and administrative requirements are continually changing, and their application and impact vary with the specific facts involved. Accordingly, the publications in this Series are not intended to substitute for accounting, tax, investment, legal or other professional advice or services. Before making any decision or taking any action that may affect its business or finances, the reader should consult qualified professional advisors who understand the reader's particular factual situation. DTTI member firms would be pleased to discuss specific matters.

DTTI and its member firms make no representations or warranties regarding this Series and expressly disclaim all implied warranties, including, without limitation, warranties of merchantability, title, and fitness for a particular purpose, non-infringement and accuracy. DTTI and its member firms shall not be responsible for any errors this Series may contain, whether caused by negligence or otherwise, or for any loss, however caused, arising out of the use of any publication in this Series. Please address any comments or questions to Audrey Duggan, Deloitte & Touche LLP, 555 12th Street NW, Washington DC 20004.

16. Dun & Bradstreet, Inc.

Important: Your ordering and use of Dun & Bradstreet ("D&B") products is subject to the following D&B Terms of Use:

- (a) The products are licensed to you for your internal use only. They may be used by you solely as one factor in your credit, insurance, marketing or other business decisions, and will not be used to determine an individual's eligibility for credit or insurance to be used primarily for personal, family, or household purposes or to determine an individual's eligibility for employment.
-

(b) The products shall not be reproduced, revealed, or made available in whole or in part to anyone else unless required by law. You acknowledge that the products are subject to the copyright and other proprietary rights of D&B and you will not commit or permit any act or omission that would impair such rights.

(c) D&B DOES NOT GUARANTEE OR WARRANT THE PRODUCTS OR THE SYSTEM IN ANY WAY. D&B SHALL NOT BE LIABLE TO YOU FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY D&B'S NEGLIGENT ACTS OR OMISSIONS IN PREPARING OR DELIVERING THE PRODUCTS OR IN DOING ANYTHING RELATED THERETO. D&B WILL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(d) IF, NOTWITHSTANDING THE ABOVE, D&B IS HELD TO BE LIABLE, THE AMOUNT OF SUCH LIABILITY SHALL NOT EXCEED \$10,000.

(e) Your use of D&B products shall be governed by the laws of the State of New Jersey, U.S.A., and any action, suit or proceeding instituted by you against D&B related to the D&B products shall be maintained in the courts of the State of New Jersey, U.S.A., or the federal courts located in the State of New Jersey, U.S.A., which courts shall have exclusive jurisdiction for such purposes.

17. Economist Intelligence Unit - Country Reports

You may not publish, broadcast, sell or otherwise distribute multiple copies of these materials for commercial purposes or for internal use.

18. Economist Intelligence Unit - Market Research Reports

You may not distribute multiple copies of these materials on LAN or WAN platforms including, without limitation, Lotus Notes or intranet.

19. Electronic Directory Assistance Materials

These materials may not be used for direct marketing or direct mail purposes, including, without limitation, development of direct marketing lists, appending to direct marketing files or use of the data in development of any outbound marketing campaign/program.

20. EMBASE

You may not syndicate or download the materials to an Intranet. You may not make derivative products of the materials.

21. ESRI Mapping

Environmental Systems Research Institute, Inc. and/or its licensors (collectively "ESRI") own the software, data, and documentation used to deliver the maps accessed through the ESRI Mapping feature. ESRI retains all right, title, and interest in and to the software, data, and documentation used to deliver the maps accessed through the ESRI Mapping feature. You shall not reproduce, copy, reverse-engineer, create derivative works of, or in any manner violate or attempt to impair the intellectual property rights of ESRI in the software, data, and documentation used to deliver the maps accessed through the ESRI Mapping feature.

22. Experian Information Solutions, Inc. Databases

The materials from Experian:

(a) are not guaranteed and neither LexisNexis, Experian nor their sources will be liable to you for any loss or damage based on any errors or omissions therefrom;

(b) are subject to the following exclusion of warranty. LEXISNEXIS, EXPERIAN AND THEIR SOURCES DO NOT GUARANTEE OR WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES, DATA OR THE MEDIA ON WHICH THE DATA IS PROVIDED AND SHALL NOT BE LIABLE TO YOU FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF LEXISNEXIS, EXPERIAN OR THEIR SOURCES, WHETHER NEGLIGENT OR OTHERWISE, IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE DATA OR SERVICES. IN NO EVENT SHALL LEXISNEXIS, EXPERIAN OR THEIR SOURCES BE LIABLE TO YOU OR

ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF LEXISNEXIS, EXPERIAN OR THEIR SOURCES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PARAGRAPH STATES LEXISNEXIS', EXPERIAN'S AND THEIR SOURCES' ENTIRE LIABILITY AND YOUR SOLE REMEDY IN CONNECTION WITH THE PROVISION OF THE DATA AND SERVICES.

(c) IF, NOTWITHSTANDING THE PRIOR PARAGRAPH, LIABILITY CAN BE IMPOSED ON LEXISNEXIS, EXPERIAN OR THEIR SOURCES, THEN YOU AGREE THAT THE AGGREGATE LIABILITY FOR ANY OR ALL LOSSES OR INJURIES TO CUSTOMER ARISING OUT OF ANY ACTS OR OMISSIONS OF LEXISNEXIS, EXPERIAN OR THEIR SOURCES IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THE AGREEMENT, REGARDLESS OF THE CAUSE OR 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 TO LEXISNEXIS FOR THE DATA FURNISHED AND YOU COVENANT AND PROMISE THAT YOU WILL NOT SUE LEXISNEXIS, EXPERIAN OR THEIR SOURCES FOR AN AMOUNT GREATER THAN SUCH SUM AND THAT YOU WILL NOT SEEK PUNITIVE DAMAGES IN ANY SUIT AGAINST LEXISNEXIS, EXPERIAN OR THEIR SOURCES.

23. Frankfort Publishing Co. (The State Journal)

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

24. Frankfurter Allgemeine Zeitung GmbH Materials (Frankfurter Allgemeine Zeitung; Frankfurter Allgemeine Sonntagszeitung; Rhein-Main-Zeitung)

Frankfurter Allgemeine Zeitung GmbH ("FAZ") does not guarantee or warrant these materials in any way. FAZ 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 of FAZ in preparing or delivering these materials through the Online Services or in doing anything related thereto. FAZ shall not be liable for consequential damages, even if advised of the possibility of such damages. If, notwithstanding the foregoing, FAZ is held to be liable to you, the amount of such liability shall not exceed \$10,000 (USD).

25. Gale Research Inc. Databases

No part of these databases may be transmitted without the written permission of Gale Research Inc. ("Gale"). Any portion of this database which is downloaded from the Online Services and stored in machine-readable form may be retained only for a temporary period of time. Use in electronic databases or for mailing lists is prohibited. GALE AND ITS INFORMATION PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL GALE OR ITS INFORMATION PROVIDERS BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES FROM USE OF THESE DATABASES.

26. Het Financieele Dagblad B.V. Materials

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

27. ICC Databases

You may use the ICC Databases for research purposes only, and may not publish, reproduce, reprint, broadcast or otherwise make available or sell any material contained in the Databases whether in hardcopy, electronically transmitted or any other form, and whether for commercial, educational or other purpose, other than its own internal purposes.

ICC uses its best endeavors to ensure that its Databases contain fair representation or interpretation of the original material from which the Databases were drawn, but ICC Information Limited and Key Note 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 its use or reliance upon, or misinterpretation of, any material contained in the Databases.

28. IDD Information Services Database

Database copyrighted by IDD Information Services, Inc. (IDD). The IDD database is provided for use only within your organization. Information or materials electronically retrieved and/or printed from the database may not be duplicated or redistributed in any form without the prior written permission of IDD. Information included in the database is obtained from sources considered reliable, but

there is no guarantee with respect to the accuracy or completeness of the database or any information contained therein. You are responsible for implementing sufficient procedures and checkpoints to satisfy your requirements to make the final judgment and evaluation as to the usefulness in your own environment. IDD MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event shall IDD have any liability for lost profits or incidental or consequential damages.

29. Index to Legal Periodicals

The H. W. Wilson Company and the Index to Legal Periodicals make NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING AS TO FITNESS FOR PARTICULAR PURPOSES, AND WILL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOST PROFITS OR OTHER CLAIMS AND DEMANDS ARISING OUT OF THE INDEX TO LEGAL PERIODICALS OR ITS USE.

Any portion of the Index to Legal Periodicals which is downloaded from the Services and stored in machine-readable form may be retained only for a temporary period of time.

30. INVESTEXT® Database

The research reports contained in the INVESTEXT Database have been prepared by various firms and services and are individually protected by copyright.

The Investext Group and the various research firms whose research is found in the INVESTEXT Database make no representations as to the accuracy or completeness of the information provided. Further, you are advised that the electronic conversion and transmission of textual and numeric data may cause errors and/or omissions that are beyond the control of The Investext Group. You should also note that there is a delay between preparation of the research reports and their inclusion in the INVESTEXT Database, and the reports may therefore not be up-to-date. For these reasons the reports contained in the INVESTEXT Database are provided for archival research purposes only and not for investment or any other purposes.

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

31. Le Figaro

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

32. MacMillan Publishers Ltd. Materials

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

33. McGill Law Journal

McGill Law Journal ("MLJ") reserves all rights, including copyright, in relation to materials provided by it. MLJ's materials are supplied to subscribers solely for their use. Retransmission, dissemination or publication other than in accordance with the General Terms and Conditions, whether in print, electronic or other means, is expressly forbidden without written authorization from MLJ.

34. The McGraw-Hill Companies, Inc. ("M-H") Materials

The above Materials are valuable intellectual property exclusively owned by M-H and provided for your internal use. No proprietary rights are transferred to you in the Materials or in any information therein. While you may utilize limited excerpts from the Materials in the ordinary course of business provided a credit to M-H is included, you may not externally redistribute or disseminate the Materials in any manner which competes with or substitutes for distribution by M-H. Except as may be expressly permitted by LexisNexis in its agreement with you, you may not: (i) republish, broadcast or distribute the Materials over any internal network, or (ii) reproduce information contained in the Materials, except that individual end-users may make a single printout of limited portions of the Materials on an ad hoc basis for personal use, provided they do not constitute a substantial portion of any issue of any title/publication included in the Materials. You may not store the Materials in machine-readable form for more than 90 days and may only download excerpts on an ad hoc (not a systematic) basis. You shall reproduce M-H's copyright notice on any downloaded Materials. In the event of misappropriation or misuse of the Materials M-H shall be entitled to obtain injunctive relief.

You are prohibited from using the Materials for subsequent commercial purposes such as resale or preparing databases of such material.

NEITHER M-H NOR ITS SOURCES MAKE ANY WARRANTY, EXPRESS OR IMPLIED, AS TO ACCURACY, ADEQUACY, OR COMPLETENESS OF INFORMATION CONTAINED IN THE MATERIALS, WHICH ARE PROVIDED "AS-IS", WITHOUT WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR RESULTS. NEITHER M-H NOR ANY SOURCES SHALL BE LIABLE FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, INCLUDING LOSS OF PROFITS, EVEN IF ADVISED OF THE POSSIBILITY. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF M-H FOR ALL ACTIONS EXCEED THE AVERAGE MONTHLY FEE PAID BY SUBSCRIBER FOR ACCESS TO THE MATERIALS.

The foregoing terms shall survive any termination of your right of access to the Materials.

35. Medline® Database

National Library of Medicine ("NLM") represents that the materials provided in the Medline Database were formulated with a reasonable standard of care. Except for this representation, NLM MAKES NO REPRESENTATION OR WARRANTIES, EXPRESSED OR IMPLIED. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NLM SPECIFICALLY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS.

You may download NLM-produced citations and reuse these records within your organization or institution. NLM suggests that organizations limit the number of records to 1,000 per month. Since NLM makes corrections and enhancements to and performs maintenance on these records at least annually, you should plan to replace or correct the records once a year to ensure that they are still correct and searchable as a group.

NLM databases are produced by a U.S. government agency and as such the contents are not covered by copyright domestically. They may be copyrighted outside the U.S. Some NLM produced data is from copyrighted publications of the respective copyright claimants. Users of the NLM databases are solely responsible for compliance with any copyright restrictions and are referred to the publication data appearing in the bibliographic citations, as well as to the copyright notices appearing in the original publications, all of which are incorporated by reference. Users should consult legal counsel before using NLM-produced records to be certain that their plans are in compliance with appropriate laws.

All records must be identified as being derived from NLM databases.

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

36. Micromedex, Inc.

The information contained in the Micromedex products is intended as an educational aid only. It is not intended as medical advice for individual conditions or treatment. It is not a substitute for a medical exam, nor does it replace the need for services provided by medical professionals. Talk to your doctor, nurse or pharmacist before taking any prescription or over the counter drugs (including any herbal medicines or supplements) or following any treatment or regimen. Only your doctor, nurse or pharmacist can provide you with advice on what is safe and effective for you.

The use of the Micromedex is at your sole risk. These products are provided "AS IS" and "as available" for use, without warranties of any kind, either express or implied. Micromedex makes no representation or warranty as to the accuracy, reliability, timeliness, usefulness or completeness of any of the information contained in the products. Additionally, MICROMEDEX MAKES NO REPRESENTATION OR WARRANTIES AS TO THE OPINIONS OR OTHER SERVICE OR DATA YOU MAY ACCESS, DOWNLOAD OR USE AS A RESULT OF USE OF THE MICROMEDEX PRODUCTS. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE ARE HEREBY EXCLUDED. Micromedex does not assume any responsibility or risk for your use of the Micromedex products.

37. National Data Registry, Inc.

The information contained in the materials provided by National Data Registry, Inc. may be used solely for legal and investigative/research purposes by legitimate businesses. Copies of the records provided through LexisNexis are for informational purposes only; official/certified copies may be obtained from the applicable public repository.

38. News International Associated Services Limited Materials (Times Newspapers Limited, News Group Newspapers, TSL Education Limited)

You and your authorized users may not, without the prior written permission of LexisNexis, host or store portions of The Times, The Sunday Times, The Sun, News of the World, The Times Educational Supplement or The Times Higher Educational Supplement (which are accessed through the LexisNexis Services) on your Intranet in any library or archive of information intended to be accessed by another party.

39. Newsweek Magazine

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

40. New York Department of State Corporation/Limited Partnership Records

TO THE EXTENT THAT ANY OF THE INFORMATION, MATERIAL OR DATA OBTAINED FROM LEXISNEXIS, A DIVISION OF REED ELSEVIER INC., IS DERIVED FROM THE NEW YORK STATE, DEPARTMENT OF STATE, DIVISION OF CORPORATIONS AND STATE RECORDS:

- (a) ANY SUCH INFORMATION, MATERIAL OR DATA IS NOT AN OFFICIAL RECORD OF THE DEPARTMENT OF STATE OR OF THE STATE OF NEW YORK;
- (b) LEXISNEXIS, A DIVISION OF REED ELSEVIER INC., HEREBY REPRESENTS AND ACKNOWLEDGES THAT IT IS NOT AN EMPLOYEE OR AGENT, FOR ANY MATTER WHATSOEVER, OF THE DEPARTMENT OF STATE OR THE STATE OF NEW YORK;
- (c) THE DEPARTMENT AND THE STATE OF NEW YORK MAKE NO WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OR ARISING BY CUSTOM OR TRADE USAGE AS TO ANY MATTER WHATSOEVER, WITHOUT LIMITATION, AND SPECIFICALLY MAKE NO IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE, INCLUDING BUT NOT LIMITED TO ADEQUACY, ACCURACY, CORRECTNESS, COMPLETENESS, CURRENTNESS, RELIABILITY OR CONFORMITY TO ANY REPRESENTATION, DESCRIPTION, SAMPLE OR MODEL;
- (d) NEITHER THE DEPARTMENT, THE STATE OF NEW YORK NOR ITS OFFICERS OR EMPLOYEES SHALL BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY THE USE OF THE INFORMATION, MATERIAL OR DATA.

41. New York State Unified Court System Materials

The New York State Unified Court System ("UCS") does not warrant the comprehensiveness, completeness, accuracy or adequacy for any particular use or purpose of the information contained in its databases and expressly disclaims all other warranties, express or implied, as to any matter whatsoever. Neither the UCS, its courts, court-related agencies or its officers or employees shall be responsible for any loss or damage caused by the use of the information contained in any of its databases.

42. New York Times

You may not publish, broadcast, sell or otherwise redistribute (other than for internal institutional use) these materials for commercial purposes. You may not store materials retrieved from The New York Times in a machine-readable form for more than 90 days.

43. PDQ Database

NATIONAL CANCER INSTITUTE ("NCI") represents that the PDQ Database was formulated with a reasonable standard of care. EXCEPT FOR THE FOREGOING, NCI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PDQ DATABASE.

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

44. Rogers Publishing Limited Materials

The materials identified above are and shall remain valuable intellectual property exclusively owned by Rogers Publishing Limited ("RP"). No proprietary rights are being transferred to users in such materials or in any of the information contained therein. Misappropriation or misuse of such materials may cause serious damage to RP and, in such event, money damages may not constitute sufficient compensation to RP.

Neither RP nor any of its affiliates make any warranties, express or implied, as to the accuracy, adequacy or completeness of any of the information contained in the materials identified above. All such materials are provided to users on an "as-is" basis, without any warranties as to merchantability or fitness for a particular purpose or use or with respect to results which may be obtained from the use of such materials. Neither RP nor its affiliates shall have any responsibility or liability for any errors or omissions nor shall they be liable for any damages, whether direct or indirect, special or consequential, including loss of profits, even if they have been advised of the possibility of such damages. In no event shall the liability of RP or any of its affiliates pursuant to any cause of action, whether in contract, tort, or otherwise, exceed the fee paid by a user for access to such materials in the month in which such cause of action is alleged to have arisen. Furthermore, neither RP nor any of its affiliates shall have any responsibility or liability for delays or failures due to circumstances beyond their control.

45. Roularta Media Group NV

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes. You may only retain insubstantial portions of these materials in machine-readable form for a temporary period of time.

46. RUSSICA DiaLine

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes. You may only retain insubstantial portions of these materials in machine-readable form for a temporary period of time.

Information in RUSSICA DiaLine is provided by RUSSICA-Izvestia Information, Inc. ("RUSSICA") and is derived from sources which RUSSICA considers to be sufficiently reliable to justify inclusion. RUSSICA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATING TO INFORMATION IN RUSSICA DIALINE, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE INFORMATION. THE ENTIRE RISK OF USING THE INFORMATION IN RUSSICA DIALINE LIES WITH THE USER. RUSSICA shall not be liable in any way to you or any third party who may use the information in or from RUSSICA DiaLine or to any other person whatsoever for any damages arising in any way out of delays, inaccuracies, errors or omissions in RUSSICA DiaLine or information therein.

UNDER NO CIRCUMSTANCES WILL RUSSICA BE LIABLE TO USERS FOR ANY DAMAGES FOR ANY REASON WHATSOEVER, WHETHER CONSEQUENTIAL, DIRECT, INDIRECT OR INCIDENTAL, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, EVEN IF RUSSICA HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING

47. SourceMedia, Inc. Materials (Mergers & Acquisitions Report, Investment Dealers' Digest, Bank Loan Report, Going Public: The IPO Reporter, Private Equity Week, and Private Placement Letter)

The following materials are copyrighted by SourceMedia, Inc. ("SourceMedia"): Mergers & Acquisitions Report, Investment Dealers' Digest, Bank Loan Report, Going Public: The IPO Reporter, Private Equity Week, and Private Placement Letter. The publications are provided for use only within your organization. Information or materials electronically retrieved and/or printed from these materials may not be duplicated or redistributed in any form without the prior written permission of SourceMedia. Information included in the publications is obtained from sources considered reliable, but there is no guarantee with respect to the accuracy or completeness of the publications or of any information contained therein. You are responsible for implementing sufficient procedures and checkpoints to satisfy your requirements to make the final judgment and evaluation as to the usefulness in your own environment of the publications or of any information contained therein. SOURCEMEDIA MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event shall SourceMedia have any liability for lost profits or incidental or consequential damages.

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

48. Standard & Poor's Materials (All Standard & Poor's materials)

The Standard & Poor's materials are and shall remain valuable intellectual property exclusively owned by The McGraw-Hill Companies, Inc. ("M-H"). No proprietary rights are being transferred to you in such materials or in any of the information contained therein. Misappropriation or misuse of such materials may cause serious damage to M-H and, in such event, money damages may not constitute sufficient compensation to M-H.

NEITHER M-H, STANDARD & POOR'S, A DIVISION OF M-H ("S&P"), NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE MATERIALS IDENTIFIED ABOVE. ALL SUCH MATERIALS ARE PROVIDED TO SUBSCRIBER ON AN "AS-IS" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER M-H, S&P, NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, INCLUDING LOSS OF PROFITS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF M-H, S&P, OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEE PAID BY YOU FOR ACCESS TO SUCH MATERIALS IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, NEITHER M-H NOR S&P NOR ANY OF THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.

The foregoing terms and conditions shall survive any termination of your right of access to the materials identified above.

49. Standard & Poor's Materials (Standard & Poor's Corporate Profiles, Standard & Poor's Industry Surveys, and Standard & Poor's Monthly Industry Review materials only)

You are not authorized or permitted to furnish the Standard & Poor's Corporate Profiles, Standard & Poor's Industry Surveys, and Standard & Poor's Monthly Industry Review to any person or firm for reuse or retransmission without prior written approval of Standard & Poor's. You may, on an ad-hoc, incidental basis make Standard & Poor's Corporate Profiles, Standard & Poor's Industry Surveys, and Standard & Poor's Monthly Industry Review available in hard copy print form directly to your customers and potential customers, subject to the following: (1) Standard & Poor's Corporate Profiles, Standard & Poor's Industry Surveys, and Standard & Poor's Monthly Industry Review may not be photocopied; (2) Standard & Poor's Corporate Profiles, Standard & Poor's Industry Surveys, and Standard & Poor's Monthly Industry Review shall be distributed to your customers and potential customers on a no-charge basis only; (3) only the most current version of Standard & Poor's Corporate Profiles, Standard & Poor's Industry Surveys, and (4) Standard & Poor's Monthly Industry Review then available to you through the LexisNexis services may be made available.

The foregoing terms and conditions shall survive any termination of your right of access to the materials identified above.

50. Tax Analysts' Databases

"Tax Analysts' materials are made available to assist members of the bar, accountants, and members of the public, but not to provide legal advice to any person. Although Tax Analysts believes that the information in the Licensed Materials is accurate, necessarily each user must exercise professional judgment or involve a professional to provide such judgment when using these materials and take responsibility for their use. Tax Analysts does not make, and no user receives, any warranty with respect to them, AND PARTICULARLY NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND NO WARRANTY OF MERCHANTABILITY. NO EMPLOYEE OR AGENT OF TAX ANALYSTS IS AUTHORIZED TO PROVIDE, AND THE USER MAY NOT RELY ON, ANY REPRESENTATIONS OR WARRANTIES, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE LICENSED MATERIALS BEYOND THOSE CONTAINED IN THIS PARAGRAPH. Tax Analysts will defend against good faith, reasonable claims that use of the Licensed Materials infringes the copyright or other rights of any person."

51. Thomson Bank Directory

You may not store materials retrieved from the Thomson Bank Directory in a machine-readable form for more than 30 days.

52. Thomson Financial Securities Data (MarkIntel®)

Use, duplication, or sale of this service, or data contained herein, except as described in the LexisNexis Subscription Agreement, is strictly prohibited.

The information available through the MarkIntel database (the "Service") is protected by copyright and is subject to the terms of usage contained in the User Agreement. The information is provided for the internal use of the subscriber and may not be duplicated or redistributed in hard copy, machine-readable, or any other form without written authorization from The Investext Group. Reports provided by Moody's Investors Service, as well as many other research reports and information are subject to usage restrictions and

other terms and conditions which are available through The Investext Group, 22 Pittsburgh Street, Boston, MA 02210, and are incorporated herein by reference. By accessing the Service, the subscriber acknowledges that it agrees to abide by them.

The Investext Group and the various data contributors whose material is available through the Service make no representation or warranty, expressed or implied, as to the timeliness, accuracy or completeness of the information provided, including warranties of merchantability or fitness for a particular purpose. Electronic conversion and transmission of textual and numeric data may cause errors and/or omissions in the information provided. Furthermore, the information may not be up-to-date due to a delay between the preparation of data and its inclusion on the Service. For these reasons, the reports contained on the Service are provided for research purposes only and not for investment or any other purposes. The Investext Group is not in the business of providing investment advice and shall have no liability whatsoever for any investment decision or the results of any investment made by a user of the Service.

53. Tradeline® Securities Database

All material provided by SunGard Market Data Services Inc. (“SunGard”) and its licensors (the “SunGard Information”) is the property of its respective owners. Except for viewing by you for your personal, internal use as expressly authorized by the respective owners, the SunGard Information may not be reproduced, modified, transmitted, or distributed without such owner’s prior written consent. No changes or deletions may be made to any attribution, trademark, legend, or proprietary rights notice associated with the SunGard Information. You acknowledge that the SunGard Information is intended for use as an aid to institutional investors, registered brokers or professionals of similar sophistication in making informed judgments concerning securities. You accept responsibility for, and acknowledge that you exercise your own independent judgment in your selection of the SunGard Information, your selection of the use or intended use of such SunGard Information and any results obtained. Nothing contained herein shall be deemed to be a waiver of any rights existing under applicable law for the protection of investors. SUNGARD AND ITS LICENSORS PROVIDE THE INFORMATION “AS IS,” WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED OR ARISING UNDER CUSTOM OR USAGE OR TRADE OR BY OPERATION OF LAW. SUNGARD AND ITS LICENSORS DO NOT WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, ADEQUACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUNGARD INFORMATION NOR PROVIDE A WARRANTY AGAINST NONINFRINGEMENT AND NEITHER SUNGARD NOR ITS LICENSORS SHALL BE LIABLE TO YOU OR TO ANY THIRD PARTY WITH RESPECT TO ANY ACTUAL OR ALLEGED INACCURACY, UNTIMELINESS INCOMPLETENESS, INADEQUACY, UNMERCHANTABILITY OR UNFITNESS ARISING FROM THE USE OF THE SUNGARD INFORMATION. FT Interactive Data is a third party supplier of data to SunGard.

54. Uniform Commercial Code Filing Records

Uniform commercial code filing records are provided for informational purposes only. Accuracy and completeness of these materials are not warranted. Verification of these materials can be obtained through LEXIS Document Services or the appropriate public offices.

55. VISTA Environmental Information Database

VISTA DOES NOT WARRANT THE ACCURACY, TIMELINESS, MERCHANTABILITY, COMPLETENESS, OR USEFULNESS OF ANY OF THE INFORMATION PROVIDED. IN NO EVENT SHALL VISTA, ITS OFFICERS, EMPLOYEES OR AGENTS, OR EITHER, BE LIABLE FOR ANY LOSSES OR OTHER CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES RELATING IN WHOLE OR PART TO THE USE OF VISTA INFORMATION.

56. VNU eMedia, Inc. Materials

You may use the materials provided by VNU eMedia, Inc. (“VNU”) only for internal, non-commercial purposes, and you may not publish, broadcast, sell or otherwise distribute those materials for any commercial or promotional purpose. You must obtain the written consent of VNU to reproduce, for commercial or promotional purposes, the materials provided by VNU by photocopying, electronic transmission or otherwise.

57. Voxant, Inc. Materials

(a) Fair Disclosure Wire Materials (Event Transcripts and Event Briefs) only:

Voxant, Inc. and/or CCBN, Inc. reserve the right to make changes to documents, content, or other information in these materials without obligation to notify any person of such changes.

In the conference calls upon which Event Transcripts and Event Briefs are based, companies may make projections or other forward-looking statements regarding a variety of items. Such forward-looking statements are based upon current expectations and involve

risks and uncertainties. Actual results may differ materially from those stated in any forward-looking statement based on a number of important factors and risks, which are more specifically identified in the companies' most recent SEC filings. Although the companies may indicate and believe that the assumptions underlying the forward-looking statements are reasonable, any of the assumptions could prove inaccurate or incorrect and, therefore, there can be no assurance that the results contemplated in the forward-looking statements will be realized.

THE INFORMATION CONTAINED IN EVENT TRANSCRIPTS IS A TEXTUAL REPRESENTATION OF THE APPLICABLE COMPANY'S CONFERENCE CALL AND WHILE EFFORTS ARE MADE TO PROVIDE AN ACCURATE TRANSCRIPTION, THERE MAY BE MATERIAL ERRORS, OMISSIONS, OR INACCURACIES IN THE REPORTING OF THE SUBSTANCE OF THE CONFERENCE CALLS. IN NO WAY DO VOXANT, INC. OR CCBN, INC. ASSUME ANY RESPONSIBILITY FOR ANY INVESTMENT OR OTHER DECISIONS MADE BASED UPON THE INFORMATION PROVIDED IN ANY EVENT TRANSCRIPT. USERS ARE ADVISED TO REVIEW THE APPLICABLE COMPANY CONFERENCE CALL ITSELF AND THE APPLICABLE COMPANY'S SEC FILINGS BEFORE MAKING ANY INVESTMENT OR OTHER DECISIONS.

THE INFORMATION CONTAINED IN EVENT BRIEFS REFLECTS CCBN, INC.'S SUBJECTIVE CONDENSED PARAPHRASE OF THE APPLICABLE COMPANY'S CONFERENCE CALL AND THERE MAY BE MATERIAL ERRORS, OMISSIONS, OR INACCURACIES IN THE REPORTING OF THE SUBSTANCE OF THE CONFERENCE CALLS. IN NO WAY DO VOXANT, INC. OR CCBN, INC. ASSUME ANY REponsIBILITY FOR ANY INVESTMENT OR OTHER DECISIONS MADE BASED UPON THE INFORMATION PROVIDED IN ANY EVENT BRIEF. USERS ARE ADVISED TO REVIEW THE APPLICABLE COMPANY'S SEC FILINGS BEFORE MAKING ANY INVESTMENT OR OTHER DECISIONS.

(b) Charlie Rose materials only:

THE MATERIALS ARE PROVIDED ON AN "AS IS" BASIS. NEITHER VOXANT, INC. NOR CHARLIE ROSE INC. MAKES ANY WARRANTY OF ANY KIND CONCERNING THE ACCURACY OF THE MATERIALS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE.

(c) All Materials:

These materials are not legal transcripts for purposes of litigation.

58. Washington Post

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

59. West Publishing Company Materials

You may use materials provided by West Publishing Company for research purposes only, and may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

60. Ziff Davis Media Inc. Materials

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

APPENDIX H

RISK & INFORMATION ANALYTICS
ADDITIONAL ACCOUNT FORM



Risk & Information Analytics Group Additional Account Form - Government Agencies

This LexisNexis Risk & Information Analytics Group Additional Account Form (the "LN Additional Account Form") may be used for the following purpose(s) selected below. Agency or Customer (defined below) agrees and acknowledges that this LN Additional Account Form is subject to the applicable terms and conditions of the New York State Master Services Contract No. _____ (the "Contract").

AGENCY INFORMATION

Add an additional billing account New Permissible Purpose Selection Add/Change Service

PART 1: (This section must be filled out entirely.)

SECTION A: AGENCY INFORMATION ("AGENCY" or "Customer")

Agency Name _____ Master Account # _____
Physical Address _____
City _____ State _____ Zip _____
Telephone _____ Agency Web Address _____

Product IP Address _____
Product IP Address Range From _____ To _____

COMPANY PRINCIPAL(S)

Last Name _____ First Name _____ Middle Initial _____ Title _____
Last Name _____ First Name _____ Middle Initial _____ Title _____

SECTION B: CUSTOMER ADMINISTRATOR OR MAIN CONTACT INFORMATION

Last Name _____ First Name _____ Middle Initial _____
Title _____ Telephone _____
Email Address _____
*Computer IP Address _____

*For verification purposes, selected agencies or departments that need or desire access to sensitive or regulated data (e.g., full social security numbers or other personally identifiable information) available in the LexisNexis Accurint products, each Customer Administrator will, if legally permissible (e.g., state statute or union regulations/bargaining agreements) provide one of the three following pieces of identified information for LexisNexis to conduct a background check.

1. First five digits of your Social Security Number _____ - _____
2. Full date of birth _____
3. Complete home address _____

ADDITIONAL CUSTOMER ADMINISTRATOR OR MAIN CONTACT INFORMATION (Optional)

Last Name _____ First Name _____ Middle Initial _____
Title _____ Telephone _____
Email Address _____
*Computer IP Address _____

*For verification purposes, each Customer Administrator must provide one of the three following pieces of identified information.

1. First five digits of your Social Security Number _____ - _____
2. Full date of birth _____
3. Complete home address _____

BILLING INFORMATION

Part 2: CREDIT CARD INFORMATION (If you choose to be billed on a credit card, fill out this portion and proceed to Part 4. If you choose to be billed directly, skip this portion and proceed to Part 3.) LN accepts MasterCard, Visa, and American Express. For security and authentication purposes, LN requires the account holder to provide the address to which the credit card company mails the monthly statement.

Cardholder Name _____
Card Number _____ Expiration (MM/YY) _____
Credit Card Statement Address _____
City _____ State _____ Zip _____

Card Type: Master Card Visa American Express

By choosing to have a credit card billed directly by LN, I hereby authorize the members of LN that are providing services to the Agency under this LN Additional Account Form to bill this credit card for the charges incurred for use of the LN Services. Additionally, I hereby agree that, if the credit card company refuses to pay charges incurred for my use of the LN Services, the agency shall be responsible for the payment of such charges.

Part 3: DIRECT BILLING INFORMATION (If you choose to be billed directly, fill out this portion and proceed to Part 4.) By submitting this direct billing application, Agency certifies that the individual whose name appears below is authorized to apply for credit on behalf of the Agency named in this LN Additional Account Form. Agency certifies that the information provided relating to this credit application is true and complete. Agency hereby grants permission to LN to verify the credit information provided herein.

BILLING CONTACT

Last Name _____ First Name _____ Title _____
 Telephone _____ Email Address _____
 Billing Address _____
 City _____ State _____ Zip _____

Part 4: ADDITIONAL BILLING INFORMATION

Require a P.O. Number on Invoice? No Yes If Yes, provide P.O. Number _____
 Sales Tax Exempt No Yes If Yes, provide proof of exemption _____

PRODUCT INFORMATION

Part 5: AVAILABLE LN SERVICES

SECTION A: PUBLIC RECORDS PRODUCTS

Accurint	Accurint for LE	InstantID
Accurint for Collections	Accurint for LE Plus	InstantID CIP
Accurint for Government	Accurint for Legal	InstantID Q&A
Accurint for Government Plus	Anti-Money Laundering Solutions	LN Vendor Screening
Accurint for Health Care	ChargebackDefender	RecoverScore
Accurint for Insurance	Collections Solutions	Risk Management Solutions
Accurint for Insurance Plus	FraudDefender	RiskWise Solutions

SECTION B: PUBLIC RECORDS BATCH PRODUCTS

LN Batch (with NCOA _____ (Must submit PAF))
 Accurint Batch

SECTION C: CONSUMER REPORT PRODUCTS

The LN Services listed in these Sections C and D constitute Consumer Reports as defined in the FCRA. Customer certifies that it will obtain a Consumer Report only for a permissible purpose as defined by the FCRA and other applicable laws.

Banko Collections Solutions	LexisNexis Applicant Screening	Specialty Screening
Express Screening **	OneScore	RiskView

** A non-refundable \$25.00 Account Setup Fee shall be assessed to all Express Screening accounts.

SECTION D: CONSUMER REPORT BATCH PRODUCTS

Banko Batch

Part 6: PERMISSIBLE USE CERTIFICATION

SECTION A: GLBA PERMISSIBLE PURPOSE

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

(At least one must have **HANDWRITTEN INITIALS** to be permitted access to GLBA data.)

	1. No permissible use.
	2. As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
	2. (B) As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications for employment, housing, or insurance. (Accurint only)
	3. To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
	4. In required institutional risk control programs.
	5. In resolving customer disputes or inquiries.
	6. Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
	7. Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
	8. In complying with federal, state, or local laws, rules, and other applicable legal requirements.

- | | | |
|---|--|--|
| — | | 9. To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety. |
| | | 10. With the written consent or at the direction of the consumer (Consumer Report LN Services only). |

SECTION B: DPPA PERMISSIBLE USES

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

(At least one must have **HANDWRITTEN INITIALS** to be permitted access to DPPA data.)

- | | | |
|----|--|---|
| 1 | | No permissible use. |
| 2. | | In connection with any proceeding (including arbitration) in any court or government agency, or before any self-regulatory body, including investigation in anticipation of litigation. |
| 3. | | To verify the accuracy of information about a person who provided the information to you (or to your client) but only if used to recover on a debt against the person or to pursue legal remedies against the person for fraud. |
| 4. | | Use by a government agency but only in carrying out its functions. |
| 5. | | Use by any person acting on behalf of a government agency but only in carrying out the agency’s functions. |
| 6. | | Use by an insurer (or its agent) in connection with claims investigation activities, antifraud activities, rating or underwriting. |
| 7. | | In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer). |
| 8. | | Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver’s license that is required under Chapter 313 of Title 49 of the United States Code. (Accurint only) |
| 9. | | With the written consent of the individual to whom the information pertains (Consumer Report LN Services only). |

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

Customer agrees and certifies it will use the information described in Sections A and B of this Part 6 only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

Part 7: QUALIFIED ACCESS

Certain users (“Authorized Users”) may be able to obtain full (nine digits) social security numbers and drivers license numbers when appropriate (collectively, “SSNs”) through some LN Services. Only those users that are within the Authorized User List below, and that use SSNs for an Authorized Use identified below, qualify as Authorized Users. To qualify as an Authorized User, Customer must identify and certify that its business is within the Authorized User List below and its use of SSNs is within the Authorized Use List below.

SECTION A: SOCIAL SECURITY NUMBERS

1. AUTHORIZED USER (At least one must have **HANDWRITTEN INITIALS to receive SSNs.)**

- | | |
|--|---|
| | Not an authorized user; |
| | Federal, state or local government agency with law enforcement responsibilities; |
| | Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud; |
| | Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf and (d) such other uses as shall be appropriate and lawful; |
| | Collection department of a creditor; |
| | Collection company acting on behalf of a creditor or on its own behalf; |
| | Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business: |
-

2. AUTHORIZED USE (At least one must have **HANDWRITTEN INITIALS to receive SSNs.)**

- | | |
|--|---|
| | No authorized use; |
| | Location of suspects or criminals; |
| | Location of non-custodial spouses allegedly owing child support and ex-spouses allegedly owing spousal support; |

	Location of individuals alleged to have failed to pay taxes or other lawful debts;
	Identity verification;
	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use SSNs only for the purposes it designated on the Authorized Use List and for no other purposes.

SECTION B: DRIVERS LICENSE NUMBERS

1. AUTHORIZED USER (At least one must have **HANDWRITTEN INITIALS to receive DLs.)**

	Not an authorized user;
	Federal, state or local government agency with law enforcement responsibilities;
	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud;
	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf and (d) such other uses as shall be appropriate and lawful;
	Collection department of a creditor;
	Collection company acting on behalf of a creditor or on its own behalf;
	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one must have **HANDWRITTEN INITIALS to receive DLs.)**

	No authorized use;
	Location of suspects or criminals;
	Location of non-custodial spouses allegedly owing child support and ex-spouses allegedly owing spousal support;
	Location of individuals alleged to have failed to pay taxes or other lawful debts;
	Identity verification;
	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use DLs only for the purposes it designated on the Authorized Use List and for no other purposes.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this LN Additional Account Form for Government Agencies on behalf of the agency listed above, and that the statements I have provided in this LN Additional Account Form are true and correct. Further, I hereby certify that the Agency agrees to the terms and conditions set forth in this LN Additional Account Form and pursuant to the terms and conditions of the Contract.

Agency _____

Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/yy)



APPENDIX I

COURTLINK
TERMS & CONDITIONS
&
ORDER FORMS

**LexisNexis® CourtLink®
Terms & Conditions**

Last Revision: August 27, 2008

APPENDIX I 1

Section 1. Definitions

Section 2. Grant of Use; Restrictions on Use

Section 3. Privacy

Section 4. Intellectual Property and Proprietary Rights

Section 5. Disclaimers and Limitations

Section 6. Miscellaneous

Section 1. Definitions

The terms below have the following meanings in this Appendix I1:

"CourtLink Internet Site" means the CourtLink Web sites located at www.courtlink.lexisnexis.com that enable You to access the CourtLink Services through the Internet.

"CourtLink Services" means, collectively, the CourtLink services and Enhancements thereto made available to You and any Authorized User from CourtLink from time to time.

"CourtLink Technology" means any know-how, processes, methodologies, specifications, designs, inventions, functionality, graphics, techniques, methods, applications, computer programs (including, without limitation, the CourtLink Classic Software), user manuals, online documentation, products or other technology and materials of any kind used by CourtLink in connection with the performance of the CourtLink Services or made available by CourtLink to You, any Authorized User or any third party.

"Information" means the records, data, databases, documents, materials, and other information accessible through the CourtLink Services.

"Third Party Content" means any content, records, data, documents, materials, or other information supplied to CourtLink pursuant to an agreement with a third party for inclusion as part of, or for use with, the CourtLink Services.

Section 2. Grant of Use; Restrictions on Use

2.1 Grant of Use. Subject to the restrictions and limitations set forth in this Section 2 and elsewhere in the Contract, You are hereby granted a nonexclusive, transferable, limited right to access the CourtLink Internet Site, use the CourtLink Services in accordance with the Contract.

2.2 No Attorney-Client Relationship. The CourtLink Services do not constitute or contain legal advice, nor are they intended to. CourtLink is not engaged in the practice of law or in providing legal services. Use of the CourtLink Services may require the application of professional expertise and judgment, for which You should consult an attorney licensed to practice in the appropriate jurisdiction.

2.3 Third Party Content. Some Third Party Content may be subject to additional restrictions and limitations as displayed with or referenced in such Third Party Content. **IN THE EVENT OF ANY CONFLICT BETWEEN THIS APPENDIX I1 AND THE TERMS AND CONDITIONS DISPLAYED IN THIRD PARTY**

CONTENT, THE TERMS AND CONDITIONS DISPLAYED IN THE THIRD PARTY CONTENT WITH RESPECT TO SEARCHING, PRINTING AND DOWNLOADING WILL APPLY.

2.4 Colorado Docket Materials. Notwithstanding anything to the contrary set forth herein, nothing in this Agreement shall prohibit You from redistributing Colorado court-created docket materials ("Colorado Docket Materials").

Section 3. Privacy

3.1 Privacy Statement. CourtLink believes strongly in protecting user privacy and providing You with notice of CourtLink's collection and use of data, including personal identifying information, collected on the CourtLink Internet Site. Please refer to the CourtLink Privacy Statement for information regarding how CourtLink uses and collects information.

Section 4. Intellectual Property and Proprietary Rights

4.1 Infringer Policy. CourtLink respects the intellectual property of others, and expects its users to do the same. Notices to CourtLink regarding any alleged copyright infringement should be directed to the LexisNexis General Counsel's Office at 9443 Springboro Pike, Miamisburg, Ohio 45342, or 937-865-1214, or by sending an email to legalnotices@lexisnexus.com.

Section 5. Disclaimers and Limitations

5.1 Assumption of Risk; Responsibility to Verify. IT IS YOUR RESPONSIBILITY TO VERIFY THE INFORMATION AND THIRD PARTY CONTENT OBTAINED THROUGH THE COURTLINK SERVICES WITH THE OFFICIAL INFORMATION REPOSING AT THE COURT OF RECORD OR OTHER DATA SOURCE.

Section 6. Miscellaneous

6.1 Questions and Contact Information. General questions or comments about the CourtLink Internet Site or the CourtLink Services may be directed to CourtLink's Customer Service, by phone: 888-311-1966 or by postal mail at LexisNexis CourtLink, Inc., 13427 NE 16th Street, Bellevue, WA 98005.



FIXED PRICE ORDER
One Year – Full Term



You ("You" or "Customer") are hereby granted a non-exclusive, transferable limited right to access and use the LexisNexis CourtLink, Inc. ("CourtLink"), products, services, features or menus ("Preferred Services") listed below in accordance with the terms and conditions set forth herein and the New York State Master Services Contract Number _____ (the "Contract") which are incorporated herein by reference.

1. TERM

This Fixed Price Order shall begin on the date the Customer billing account is activated by LexisNexis and continue for a term of twelve (12) full calendar months ending on ____ (the "Term").

2. COURTLINK FLAT RATE MENUS

2.1 In consideration of Customer's payment to LexisNexis, the monthly amount specified below (the "Total Monthly Commitment"), and subject to Section 2.3 below, Customer will be provided with access to and use of the materials and features available in the services and/or menus ("Preferred Services") listed below.

MENU DESCRIPTION	NUMBER OF USERS	TOTAL MONTHLY COMMITMENT
Alerts, Tracks, Search and Profiles		

2.2 Any partial month before the first full calendar month will be prorated.

2.3 During the Term, LexisNexis will review Customer's actual monthly use (based on then current transactional Fee Schedule in Appendix E, Submission #3 of the Preferred Services ("Actual Use"). In the event the Actual Use exceeds two (2) times the Total Monthly Commitment in any one (1) month, Customer will pay the then current transactional rates for any amount in excess of two (2) times the Total Monthly Commitment for that month.

2.4 Customer hereby acknowledges and understands that all use of Document Retrieval (via runner service or online), Colorado Docket Materials and any other CourtLink products, feature or materials, other than the Preferred Services, shall be billed on a transactional basis in accordance with the then current Fee Schedule in Appendix E, Submission #3.

I agree to the terms and conditions of the Fixed Price Order as originally provided to me, including the Contract. I further agree that all use of the Preferred Services and other CourtLink products, features or materials shall be in compliance with the foregoing.

AGREED TO AND ACCEPTED BY:

LexisNexis, a division of Reed Elsevier Inc.

Customer

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____



COURTLINK FIXED PRICE ORDER
(No Capped Amount Version)

You ("You" or "Customer") are hereby granted a non-exclusive, transferable (within NY State Government) limited right to access and use the LexisNexis CourtLink ("CourtLink"), products, services and features in accordance with the terms and conditions listed below and the New York State Master Services Contract No. (the "Contract") which is incorporated by reference.

1. TERM

This Fixed Price Order shall begin on the date Customer's billing account is activated by LexisNexis and will continue for a term of twelve (12) full calendar months ending on ___ (the "Term").

2. COURTLINK FLAT RATE MENUS

2.1 In exchange for Customer's payment of the following monthly amount to LexisNexis (the "Total Monthly Commitment"), Customer will be provided with access to and use of the materials and features listed below (the "Preferred Services").

PRODUCT/SERVICE DESCRIPTION	NUMBER OF USERS	TOTAL MONTHLY COMMITMENT
Alerts, Tracks, Search and Profiles		

2.2 Any partial month before the first full calendar month will be billed on a prorated basis.

2.3 Customer hereby acknowledges and understands that all use of Document Retrieval (via online, runner, or proprietary library), Colorado Docket Materials and any other CourtLink products, features or materials, other than the Preferred Services, will be billed in accordance with the then current Fee Schedule in Appendix E, Submission #3.

I agree to the terms and conditions of this Fixed Price Order as originally provided to me, including the Contract. I further agree that all use of the Preferred Services and other CourtLink products, features or materials shall be in compliance with the foregoing.

AGREED TO AND ACCEPTED BY:

LexisNexis, a division of Reed Elsevier Inc.

Customer

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

APPENDIX J

LEXISNEXIS
PRICE SCHEDULE
FOR
PER SEARCH PRICING

**Price Schedule for LexisNexis/New York
State/Local Government Per Search Pricing
January 1, 2007**

This price schedule would apply to agencies that wish to have access to the full range of LexisNexis services on a “pay-as-you-go,” or per-search basis.

These charges are effective as of January 1, 2007, and shall continue thereafter until each Agency (defined in Section 2.1 of the License) is notified otherwise. For more information about the pricing components, consult the Price Definitions and Price List available via the Classic Online Services using LexisNexis communications software under the administrative identification number **20B9ZWS**, at no cost for accessing or printing.

1. INFORMATION CHARGES

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

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

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

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

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

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

1.5 RESEARCH TOOLS.

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

*Includes printing and downloading charges.

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

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

*Includes printing and downloading charges.

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

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

1.6 HISTORIC STOCK QUOTES.

	EACH QUOTE
through LexisNexis Research Software	
Historic Price Quotes	\$0.15*
Historic Dividend Quotes	\$0.25*

*Includes printing and downloading charges.

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

1.7 PRINTING AND SAVING TO DISK.

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

1.8 IMAGES.

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

	<u>EACH IMAGE</u>
Anatomical Transparencies	\$0.00
Trademark design images	\$0.00
Patent exemplary drawing images	\$0.00
Mealey	\$0.00
Elsevier Environmental	\$3.00
IHI patent images - US domestic	\$5.00
IHI patent images - International	\$6.00
Elsevier Business	\$6.00
Forms	\$7.50
Investext	\$10.00
ISO Policy Forms	\$25.00
Miller's	\$25.00

1.9 DUN & BRADSTREET REPORTS.

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

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

1.11 SMARTLINX.

\$99 per search
 \$0 for a Public Record (PUBREC) report
 \$0 for a Click Search

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

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

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

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

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

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

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

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

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

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

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

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