

## CONTRACT

### CUYAHOGA COUNTY Electronic Legal Research Services

**THIS CONTRACT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the County of Cuyahoga, Ohio (hereinafter "**County**"), on behalf of the Cuyahoga County Common Pleas Court General Division and the Cuyahoga County Juvenile Court (hereinafter "**Courts**") and Reed Elsevier, Inc., a Massachusetts corporation with principal offices located at 9443 Springboro Pike, Miamisburg, Ohio, 45342 by and through its LexisNexis division (hereinafter "**LexisNexis**"). This contract is for electronic legal research services.

#### **WITNESSETH:**

That for and in consideration of payments hereinafter mentioned, to be made by the County, **LexisNexis** agrees to furnish all materials and labor, and perform all the work required for Electronic Legal Research Services to the Cuyahoga County Common Pleas Court's General Division and Cuyahoga County Juvenile Court for the period July 1, 2012 through June 30, 2015 in accordance with the specifications and to the satisfaction and acceptance of the County.

**LexisNexis** further covenants and agrees that the following documents shall be bound with or accompany and be an essential part of this contract: Notice to bidders and proposals upon which this contract was awarded; specifications predicated to this contract; the material specifications together with the general clauses and covenants of the County of Cuyahoga, Ohio in effect at the time this contract is entered into; LexisNexis' Bundled Offering for State and Local Government attached hereto as Exhibit A; and this Contract.

It is expressly stipulated and agreed that **LexisNexis** hereby covenants and agrees that he/she has full knowledge of the site, plans, specifications, and conditions relative to the performance contemplated by this contract and made an essential part thereof, and that the affixing of his/her signature hereto shall constitute complete acceptance of and compliance with aforesaid specifications, and conditions.

In consideration of the premises the County agrees to pay to **LexisNexis** a certain sum of money, which shall be, set forth in the proposal attached hereto and made a part thereof. This aforesaid sum shall be understood to be and **NOT TO EXCEED: ONE HUNDRED SIX THOUSAND NINE HUNDRED TWENTY DOLLARS (\$106,920.00) over the three year term of the contract.** Further, each year of the contract shall not exceed the following sums:

- ***July 1, 2012 through June 30, 2013: \$35,280.00 or \$2,940.00 per calendar month***
- ***July 1, 2013 through June 30, 2014: \$35,640.00 or \$2,970.00 per calendar month***
- ***July 1, 2014 through June 30, 2015: \$36,000.00 or \$3,000.00 per calendar month***

By entering into this agreement/contract I agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

This document together with any documents and Exhibits incorporated herein by reference shall constitute the entire agreement of the parties and may not be changed, modified, discharged, or extended except by written amendment duly executed by all parties hereto. All parties agree that no representation shall be binding upon any party hereto unless in writing.

IN WITNESS WHEREOF, the County of Cuyahoga, Ohio and Court Community Service through its duly authorized representative have hereunto subscribed and affixed their respective signatures.

Edward FitzGerald, County Executive

County of Cuyahoga, Ohio

2012-07-30 17:50:55

Edward FitzGerald, County Executive

Date

Reed Elsevier, Inc.



**Derek M. Francis**  
Pricing Analyst

6/29/12  
Date

IF AN INDIVIDUAL, DOING BUSINESS UNDER  
A FIRM NAME, SO STATE, GIVING BOTH  
NAMES.

IF A PARTNERSHIP, SO STATE, GIVING  
NAMES AND POST OFFICE ADDRESSES OF  
ALL PARTNERS ON LINES OPPOSITE.

IF A CORPORATION, GIVE FULL  
CORPORATION NAME AND STATE UNDER  
THE LAWS OF WHAT STATE YOU ARE  
INCORPORATED; OFFICER SHOULD ADD HIS  
SIGNATURE AND TITLE, AND FURNISH A  
COPY, CURRENTLY DATED AND CERTIFIED  
BY THE SECRETARY OF THE CORPORATION  
OF A RESOLUTION BY THE BOARD OF  
DIRECTORS AUTHORIZING THE PARTICULAR  
OFFICER TO SIGN THE CONTRACT ON  
BEHALF OF HIS COMPANY AND FURTHER  
CERTIFY THAT THE RESOLUTION IS IN FULL  
FORCE AND EFFECT.





### Bundled Offering for State/Local Government Pricing

You ("Customer") have requested a subscription from LexisNexis, ("LN" or "LexisNexis") to the LexisNexis® online research services (the "Online Services") and the LexisNexis® CaseMap® Software, TextMap Software and Services and/or LexisNexis TimeMap® Software and Services (collectively, "CaseMap and TextMap Software and Services") (collectively "LN Products and Services") listed below. In addition to the terms set forth below, access to the Online Services shall be subject to the terms and conditions set forth at <http://www.lexisnexis.com/terms/government>, which includes the General Terms & Conditions for Use of the Online Services and the applicable Price Schedule (the "Subscription Agreement"); access to the CaseMap and TextMap Software and Services shall be subject to the terms set forth at <http://www.lexisnexis.com/terms/cal/> ("CaseMap and TextMap Terms"). Collectively, the Subscription Agreement and the CaseMap & TextMap Terms shall be incorporated by reference into this Agreement.

All use of LN Products and Services ordered herein must comply fully with this Agreement.

**1 Commitment Term and Total Charges.** In exchange for access to the LN Products and Services set forth below, Customer will pay to LN the following amounts (collectively, the "Total Charges") during the periods set forth below. The term of this Agreement shall begin on the first date set forth below and shall end on the last date set forth in the chart below (the "Commitment Term").

Commitment Term				Monthly Commitment
Beginning	Activation	To	6/30/2012	\$0.00
Beginning	7/1/2012	To	6/30/2013	\$2,940
Beginning	7/1/2013	To	6/30/2014	\$2,970
Beginning	7/1/2014	To	6/30/2015	\$3,000
Beginning		To		\$
Beginning		To		\$

**2 Preferred Services.** Customer's subscription shall include the LN Products and Services indicated in the table below which shall be referred to collectively as the "Preferred Services":

PREFERRED SERVICES		
<b>I. ONLINE SERVICES</b>		
ONLINE SERVICES/MENU DESCRIPTION	SOURCE/MENU NO.	SHEPARDS
(a) Pure Lexis	SB01.X0	Full
(b) OH Briefs, Pleadings & Motions	ZZYY8X	
(c) All Ohio Publications	OH0019	
(d) ALR/AMJur	ZZYWV1	
(e) OHJur	ZZYWVP	
(f)		
<input type="checkbox"/> See attached Rider No. 1 for additional Preferred Services		
<b>II. CASEMAP, TEXTMAP AND TIME MAP SOFTWARE</b>		
<input type="checkbox"/> CaseMap v.	<input type="checkbox"/> TextMap v.	<input type="checkbox"/> TimeMap v.

### 3 Charges, Renewal Terms, and Payment Terms.

3.1 In exchange for access to the Preferred Services, Customer will pay to LN the Monthly Commitments set forth in Section 1. The Monthly Commitments include all charges for use of the Preferred Services. The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions. In addition to the Monthly Commitments, Customer may elect to have access to and use of

### Cuyahoga County Common Pleas Court

CUSTOMER

BY: Nancy A. Fuers  
(AUTHORIZED CUSTOMER SIGNATURE)

NAME: NANCY A. FUERS

TITLE: ADMINISTRATIVE / PRESIDING JUDGE  
CUYAHOGA COUNTY COMMON PLEAS COURT

DATE: 6/22/12

This Agreement is subject to acceptance by LN. Acceptance by LN shall be evidenced by the granting of access to the LN Products and Services set forth herein.

[MUST BE COMPLETED BY CUSTOMER]

NUMBER OF JUDGES: 40 NUMBER OF ATTORNEYS: 60

NUMBER OF GOVERNMENT PROFESSIONALS: \_\_\_\_\_

Total number of above in Customer's agency as of signature date above. (see Section 6):

100

DAF

Reference Number

Initials

Reports; and (c) Risk Solutions. In addition to the Monthly Commitments, Customer may elect to have access to and use of materials and features outside of the Preferred Services, by initialing below, or by notifying LN at a later date. If elected, Customer will also pay to LN charges for such use in accordance with the Price Schedule ("Alternate Access Charges").

**Subscriber elects access to the Alternate Pricing Materials**

(Initial)

3.2 Customer may not terminate this Agreement under Section 5.2 of the General Terms during the Commitment Term. This Agreement may be terminated by Customer after the first Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Agreement may also be terminated by Customer on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

3.3 Each Monthly Commitment and Alternate Access Charges are due and payable within 10 days from receipt of invoice. If a Monthly Commitment or Alternate Access Charges not the subject of a legitimate dispute should remain unpaid for more than 75 days after becoming due, then LN reserves the right to require each remaining unpaid Monthly Commitment for the Commitment Term to immediately be paid in full to LN. LN may temporarily suspend access to any or all of the LN Products and Services provided under this Agreement until all unpaid amounts are paid in full. Amounts which have not been paid within 30 days after the invoice date may thereafter, until paid, be subject to interest charges at a rate not to exceed that permitted under New York law, at the sole discretion of LN. Customer shall pay LN the then-current non-sufficient funds fee for all returned checks. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Customer more than 24 months after such amounts were first billed to Customer.

3.4 Included in Customer's *lexis.com*® subscription, Customer will be granted access to the Lexis® Advance ("Lexis Advance") product offering when it becomes generally available to Customer's market and price plan. Upon release, the Lexis Advance offering may be designed primarily for specific types of users within Customer's organization whom LN may recommend as the target user group, but IDs will be progressively released throughout the organization as additional functionality and content is made available. To the extent available in Lexis Advance, Customer will have access to the same content in Lexis Advance as it currently has access to under this Agreement, including Customer's access to materials outside its subscription (e.g., if Customer currently has access to out-of-plan usage, Customer will have access to content on a transactional basis in Lexis Advance). If Customer has access to out-of-plan content in Lexis Advance, Customer agrees to pay the then-current transactional charges for such content as such charges are available to Customer in the Lexis Advance user interface at the time the document is accessed. Although Customer will be entitled to access the Lexis Advance product offering as part of its subscription, LN may also release premium functionality or enhanced content for an additional charge. Customer will be given the option to purchase these upgrades at its discretion.

**4 AUTHORIZED USERS FOR ONLINE SERVICES.** This Agreement relates only to the Customer's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized Users" shall have the meaning set forth in the General Terms & Conditions for Use of the Online Services.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
TBD	Cleveland OH

**5 CASEMAP, TEXTMAP AND TIMEMAP SOFTWARE.** This Agreement includes a subscription to the LexisNexis® CaseMap®, LexisNexis® TextMap® or TimeMap® software ("CaseMap and TextMap Software"). All access to and use of the Software is governed by the CaseMap and TextMap Terms incorporated in the introductory paragraph above. Customer may use the CaseMap and TextMap Software only for litigation or research purposes in support of the traditional practice of law by Customer.

**6 CERTIFICATION.** Customer certifies to the number of judges, attorneys and government professionals on page 1 of this Agreement ("Reference Number"). Throughout the Term, Customer will 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, Customer will recertify to the Reference Number.

**7 SUPPORT AND TRAINING**


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

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

**8 MISCELLANEOUS**

8.1 LN makes certain terms and other information applicable to this Agreement available online on the World Wide Web at one or more sites identified by LN. Customer acknowledges that it has access to the World Wide Web.

**CUSTOMER INFORMATION (Please type or print):**

1. Organization Name (Full Legal Name): CUYAHOGA COUNTY COMMON PLEAS COURT
2. Physical Address: 1200 ONTARIO STREET 11<sup>TH</sup> FLOOR  
City: CLEVELAND State: OH Zip: 44113
3. County: CUYAHOGA 4. Country: USA
5. Telephone Number: (216) 443-8560 6. Fax Number: (216) 443-5424
7. Invoice Address (email and physical address): Same as above
8. Name of Contact, Telephone Number and Email Address for the following:  
Installation: Greg Popovich (216) 443-8560 cpgxp@cuyahogacounty.us  
Billing: Greg Popovich (216) 443-8560 cpgxp@cuyahogacounty.us  
Policy/Legal Notification: Greg Popovich (216) 443-8560 cpgxp@cuyahogacounty.us  
Scheduling/Training: Laura Creed (216) 443-8591 cplwc@cuyahogacounty.us
9. Parent Company (if applicable): \_\_\_\_\_
10. Type of Organization (Check/complete all that apply): Local Government  
☐ Publicly Traded Company: Ticker Symbol: \_\_\_\_\_ Exchange: \_\_\_\_\_  
☐ Private Corporation: ☐ Sole Proprietor ☐ Partnership/LLC  
☐ Law Firm: No. of Attorneys: \_\_\_\_\_ Practicing Area of Law: \_\_\_\_\_  
No. of Employees: \_\_\_\_\_ No. of years in business: \_\_\_\_\_ No. of years at address: \_\_\_\_\_  
If less than 6 months at an address, provide previous address: \_\_\_\_\_
11. Business/Professional License No: \_\_\_\_\_ 12. Employer Identification Number: 
13. Date Issued/Expiration Date: \_\_\_\_\_ 14. Issuing State: \_\_\_\_\_
15. Dun & Bradstreet No. or Martindale-Hubbell Rating: \_\_\_\_\_
16. Tax Exempt: ☒ Yes (attach Sales Tax Exemption Certificate) ☐ No
17. Organization Web Address: <http://cp.cuyahogacounty.us/internet/index.aspx>

**Customer I.D. Information (Please type or print)**

ID Holders' Names (additional sheet attached <input type="checkbox"/> )	ID Holders' Titles/Positions	Email Address	ID No. (LN to fill in)

**BANKING INFORMATION (Please type or print):**

1. Organization Name: Cuyahoga County Common Pleas Court

2. ☐ Automatic Payment Method - Yes, I want to utilize the automatic payment method (select MasterCard, Visa, Amex or Checking Account). I authorize my bank to make payment by the method indicated below and post it to my account. I understand that I am in full control of my payment. If at any time I decide to discontinue the automatic payment method, I will give ten days written notice to the Billing Department of LexisNexis at 9443 Springboro Pike, Miamisburg OH 45342.

Authorized Signature for Automatic

☐ Select method of credit card payment!  
VISA ☐ AMEX

☐ MasterCard ☐

←OR  
→

☐ Automatic Debit to Checking Account (attach copy of  
voided check)

Credit Card #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Exp Date: \_\_\_\_\_

3. ☐ No, I do not want to utilize the Automatic Payment Method, I prefer to be invoiced monthly, and provide the following credit reference to process my account:

Bank Name & Address: \_\_\_\_\_

Bank #: \_\_\_\_\_ Account #: \_\_\_\_\_