



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/ca/> ("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	6-30-12
Beginning	7-1-12	To	6-30-13
Beginning	7-1-13	To	6-30-14
Beginning	7-1-14	To	6-30-15
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		
I. ONLINE SERVICES		SHEPARDS
ONLINE SERVICES/MENU DESCRIPTION	SOURCE/MENU NO.	
(a) Pure Lexis	SB01X0	Full
(b) Ohio Public Records	RKOHSW SPRD01	
(c) Ohio Civil Litigation Tier 1	OH0001	
(d) Ohio Jury Instructions	AND001	
(e) Ohio Briefs Pleadings & Motions	ZZYY8X	
(f)		
(g)		
(h)		

See attached Rider No. 1 for additional Preferred Services

II. CASEMAP, TEXTMAP AND TIMEMAP SOFTWARE CaseMap v. TextMap v. 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. In the event a menu is taken down by LN during the Term, then LN will offer an equivalent menu to Customer. The following Materials accessible from, but not included as part of the

ND: USCM-SLGovt-SubAgt-BundlingOffering-Dec2011 ID# 4839-1482-4718
 ND: CourtOfAppealsOfOhio-EighthAppellateDistrictCourt-SubAgt-May2012-1 ID# 4836-5709-0831 CAH(KFL):11May2012 (2012.05 Sub Agmt)

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Edward Fitzgerald, County Executive

LN is a division of Reed Elsevier, Inc.
 B. *Derek M. Francis*
 Name: **Derek M. Francis**
 Title: **Pricing Analyst**
 Date: **6/20/12**

2012-06-29 14:51:54

Edward Fitzgerald/ak

Ohio Court of Appeals Eighth Appellate District

Patricia Ann Blackmon
 BY: *Patricia Ann Blackmon*
 (AUTHORIZED CUSTOMER SIGNATURE)

NAME: Patricia Ann Blackmon

TITLE: Administrative Judge

DATE: May 16, 2012

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: 12 NUMBER OF ATTORNEYS: 32

NUMBER OF GOVERNMENT PROFESSIONALS: 15

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

44

Reference Number

Initials

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 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").

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

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 third 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. Customer may terminate this Agreement if the county or Ohio Supreme Court accepts a statewide plan that is more advantageous than this current Agreement. Customer must provide 90 days prior written notice to LN before switching plans.

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.

8.2 To the extent any terms and conditions of this Section are in conflict with other applicable terms, such terms and conditions shall be resolved in the following order of precedence: this Agreement, then the applicable online terms referenced above.

8.3 The prices and other terms in this Agreement are subject to change if Customer has not submitted a signed original or copy on or before 6-30-12, which will be the closed offer date.

This Agreement shall be subject to and conducted in accordance with the Ohio Uniform Electronic Transaction Act ("UETA") as outlined in Ohio Revised Code sections §304 and §1306 et seq and may be executed by electronic means, including electronic signatures. All electronic signatures shall have the same legal force and effect as a manual signature affixed to a paper copy.

CUSTOMER INFORMATION (Please type or print):

1. Organization Name (Full Legal Name):	<u>OHIO COURT OF APPEALS EIGHTH APPELLATE DISTRICT</u>		
2. Physical Address:	1 LAKESIDE AVENUE STE 202		
City: <u>CLEVELAND</u>	State: <u>OH</u>	Zip: <u>44113</u>	
3. County: <u>CUYAHOGA</u>	4. Country: <u>USA</u>		
5. Telephone Number: <u>216-443-6350</u>	6. Fax Number: <u>216-443-2044</u>		
7. Invoice Address (email and physical address):			
8. Name of Contact, Telephone Number and Email Address for the following:			
Installation:			
Billing:			
Policy/Legal Notification: <u>Ute Vilfroy</u>	<u>216-443-6396</u>	<u>ulv@8thappeals.com</u>	
Scheduling/Training:			
9. Parent Company (if applicable):			
10. Type of Organization (Check/complete all that apply):			
<input type="checkbox"/> Publicly Traded Company:	Ticker Symbol: _____	Exchange: _____	
<input type="checkbox"/> Private Corporation:	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership/LLC	
<input type="checkbox"/> 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: <input checked="" type="checkbox"/> Yes (attach Sales Tax Exemption Certificate)	<input type="checkbox"/> No		
17. Organization Web Address:	<u>http://appeals.cuyahogacounty.us/</u>		

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)
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SEE ATTACHED LIST			

LexisNexis User List
8th District Court of Appeals

NAME	TITLE / POSITION	E-MAIL ADDRESS
Patricia Ann Blackmon	Judge	pab@8thAppeals.com
Mary J. Boyle	Judge	mjb@8thAppeals.com
Frank D. Celebreeze, Jr.	Judge	fdc@8thAppeals.com
Colleen C. Cooney	Judge	ccc@8thAppeals.com
Eileen A. Gallagher	Judge	eag@8thAppeals.com
Sean C. Gallagher	Judge	scg@8thAppeals.com
Larry A. Jones	Judge	laj@8thAppeals.com
Mary Eileen Kilbane	Judge	mek@8thAppeals.com
Kathleen A. Keough	Judge	kak@8thAppeals.com
Kenneth A. Rocco	Judge	kar@8thAppeals.com
Melody J. Stewart	Judge	mjs@8thAppeals.com
James J. Sweeney	Judge	jjs@8thAppeals.com
Ute L. Vilfroy	Court Administrator	ulv@8thAppeals.com
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Andrew Rodak	Staff Attorney	anr@8thAppeals.com
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LexisNexis User List
8th District Court of Appeals
Page Two

NAME	TITLE / POSITION	E-MAIL ADDRESS
Saundra Brown	Judicial Secretary	sjb@8thAppeals.com
Suzy Devera	Judicial Secretary	smm@8thAppeals.com
Stephanie Fields	Judicial Secretary	sdf@8thAppeals.com
Jan French	Judicial Secretary	jhf@8thAppeals.com
Kathleen Jacobs	Judicial Secretary	kmj@8thAppeals.com
JoAnn Kramer	Judicial Secretary	jak@8thAppeals.com
Elizabeth Maloney	Judicial Secretary	elm@8thAppeals.com
Susan Needham	Judicial Secretary	scn@8thAppeals.com
Mary Jo O'Toole	Judicial Secretary	mjo@8thAppeals.com
Marilyn Reaves	Judicial Secretary	mrr@8thAppeals.com
Gail Valerino	Judicial Secretary	gfv@8thAppeals.com
Vacant	Judicial Secretary	
Jason W. Diehl	Deputy Administrator	jwd@8thAppeals.com
Deidre Taylor	Executive Assistant	dbt@8thAppeals.com
Stan Zakej	Systems Manager	siz@8thAppeals.com
TOTAL USERS - 59		