LexisNexis® SUBSCRIPTION AGREEMENT AND ORDER FORM
STATE/LOCAL GOVERNMENT PER SEARCH PRICING
EFFECTIVE SEPTEMBER 1, 2010

SLG

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

San Mateo County District Attorney
SUBSCRIBER

BY: _____
(AUTHORIZED SUBSCRIBER SIGNATURE)

NAME: James P. Fox

TITLE: District Attorney

DATE: _____

CUSTOMER INFORMATION (Please type or print):

1. Organization Name: San Mateo County District Attorney
2. Address: 400 County Center 3rd Floor, Redwood City, CA 94063
3. County: San Mateo
4. Country: USA
5. Telephone Number: (650) 363-4636
6. Telecopier Number: (650) 363-4873
7. Email Address:
8. Invoice Address (if different than 2)
9. Name of Contact, Telephone Number and E-mail Address for the following:

Installation:	Peter Lynch	(650) 363-4009	plynch@co.sanmateo.ca.us
Billing:	Jacinta Arteaga	(650) 363-4004	jarteaga@co.sanmateo.ca.us
Policy/Legal Notification:	Peter Lynch	(650) 363-4009	plynch@co.sanmateo.ca.us
Scheduling/Training:	Peter Lynch	(650) 363-4009	plynch@co.sanmateo.ca.us

10. Entity Web Address http://www.co.sanmateo.ca.us/portal/site/districtattorney/

AGENCY CREDENTIALING PROCESS

LN respects the privacy of your personal information. Information obtained during the credentialing process will only be used for compliance related matters. For more detailed information, please see LN's Privacy Statement at http://www.lexisnexis.com/terms/privacy.

At LN, we believe that information, used responsibly, provides tremendous benefits to society, businesses, government agencies and consumers. LN provides its products and services in compliance with all applicable laws, rules and regulations. In turn, LN may only provide access to its products and services to organizations that provide assurances to LN that they will use the services in compliance with all applicable laws. Some LN Services include highly sensitive, personally identifiable information and LN takes its obligation to safeguard this information very seriously.

MAIN CONTACT INFORMATION - As part of the credentialing process LN needs certain information about the Agency's Main Contact(s) as the Main Contact(s) may have access to sensitive password and identification numbers assigned to Agency's Authorized Users. In addition, an individual designated as a Main Contact will be designated by Agency to verify account information and request changes to account information. Credentialing will be performed on the individual(s) listed below, as well as the organization. Please note that the credentialing process may include telephone or email contact with the individual(s) listed below; please provide main agency telephone number and email address through which the Main Contact may be reached.

Last Name: Lynch First Name: Peter M.I.: _____
Title: Deputy in Charge of Training Main Telephone: (650) 363-4009
Email Address: Plynch@co.sanmateo.ca.us
1. Full date of birth: n/a
2. Complete Home Address: n/a
3. First five digits of your Social Security Number: n/a -

ADDITIONAL ADMINISTRATOR OR CONTACT INFORMATION (Optional) - Please refer to preceding text for additional information.

Last Name	Arteaga	First Name	Jacinta	M.I.	
Title	Financial Services Manager	Main Telephone	(650) 363-4004		
Email Address	jarteaga@co.sanmateo.ca.us				

1. Full date of birth
2. Complete Home Address
3. First five digits of your Social Security Number -

PERMISSIBLE USE CERTIFICATION
LN provides its Agencies with two options regarding permissible purpose certification.

OPTION 1: Agency may opt to allow the display of all of the GLBA and DPPA permissible purposes (set forth below) online to their internal users. At login, users will be required to certify to the specific, appropriate permissible use that permits their particular search or searches from the available subset of permissible purposes displayed when accessing the LN Services.

Please check here to select Option 1: ☐

OPTION 2: Agencies may opt to limit or restrict the GLBA and DPPA permissible purposes that will be displayed to and selected by their internal users. At login, users will still be required to certify the specific, appropriate permissible use that governs their particular search or searches from the available subset of permissible purposes displayed when accessing the LN Services.

Please check here to select Option 2: ☒

If a Agency prefers Option 2, Agency should certify the permissible purpose(s) below for GLBA and DPPA that should be displayed to its users by checking the appropriate boxes below. Only the permissible purposes checked below will then be displayed to the Agency's users.

GLBA PERMISSIBLE PURPOSE (Option 2 Only)
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"). Agency certifies it has the permissible use under the GLBA to use and/or obtain such information, as marked below, and Agency further certifies it will only use such information obtained from the LN Services for such purpose(s) selected below or, if applicable, for the purpose certified to by each user electronically while using the LN Services:

Only agencies selecting Option 2 (see above) should select the appropriate permissible purposes below which will be made available to their internal users when accessing the LN Services.

X		No permissible use;
	1.	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer;
	1. (B)	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications (***Accurint Only***);
	2.	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability;
	3.	In required institutional risk control programs;
	4.	In resolving customer disputes or inquiries;
	5.	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer;
	6.	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer;
	7.	In complying with federal, state, or local laws, rules, and other applicable legal requirements;
	8.	To the extent specifically permitted or required under other provisions of law & in accordance with the Right to Financial Privacy Act of 1978, to LE agencies, self regulatory organizations, public safety.

DPPA PERMISSIBLE PURPOSE (Option 2 Only)
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"). Agency certifies it has a permissible use under the DPPA to use and/or obtain such as marked below, and Agency further certifies it will only use such information obtained from the LN Services for such purpose(s) selected below or, if applicable, for the purpose indicated by Agency electronically while using the LN Services:

Only agencies selection Option 2 (see above) should select the appropriate permissible purposes below which will be made available to their internal users when accessing the LN Services.

X		No permissible use;
	1.	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;
	2.	To verify the accuracy of information about a person who provided the information to you (or your client) but only if used to recover on a debt against the person or to pursue legal remedies against the person for fraud;
	3.	Use by a government agency but only in carrying out its functions;
	4.	Use by any person acting on behalf of a government agency but only in carrying out the agency's functions;
	5.	Use by an insurer (or its agent) in connection with claims investigation activities, antifraud activities, rating or underwriting;
	6.	In connection with motor vehicle safety or theft, or driver safety (except for a motor vehicle manufacturer);

☐ 7. 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)

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 Agency may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

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

Agency acknowledges by signing above that completion of this document does not guarantee successful credentialing or that LN will be able to provide Agency with access to public records materials, including regulated public records materials.

Agency agrees that the Main Contact may be contacted and provide any additional information, if needed, in order to process this credentialing request.

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

ID Holders' Names (additional sheet attached☐)	ID Holders' Titles/Positions	ID No. (LN to fill in)
See attached list		

EXHIBIT A TO LexisNexis® SUBSCRIPTION AGREEMENT

SLG

General Terms and Conditions
State/Local Government Per Search Pricing
July 1, 2010

The terms and conditions listed below govern use of the online services (the "Online Services") and materials available therein ("Materials") provided by LexisNexis, a division of Reed Elsevier Inc. and its affiliated companies (collectively "LN"). The terms "you" and "your" in uppercase or lowercase shall mean the entity (e.g., company, corporation, partnership, sole proprietor, etc.) or government agency entering into a Subscription Agreement with LN. The "Subscription Agreement" shall consist of these General Terms and Conditions, and the standard, transactional rates applicable to you (the "Price Schedule").

1. GRANT OF RIGHTS; RESTRICTIONS ON USE

1.1 You and your Authorized Users (defined below in Section 2.1) are granted a nonexclusive, nontransferable, limited right to access and use for research purposes the Online Services and Materials made available to you. The rights granted to each Authorized User are as follows:

(a) The right to electronically display Materials retrieved from the Online Services for the Authorized User's individual use (e.g., no Authorized User may network others via LANs, WANs, intranets or the Internet), subject to the Supplemental Terms for Specific Materials ("Supplemental Terms"). Notwithstanding the foregoing, an Authorized User may display a de minimis amount of the Materials on an incidental, infrequent basis for non-commercial purposes to other Authorized Users so long as the Authorized Users are in the same physical location and the mode of display is not through the Internet, an intranet or other types of networking communication like LANs or WANs;

(b) The right to email, fax, download or make printouts using the commands of the Online Services and the right to create a single printout of Materials accessed or downloaded by any other means (collectively, "Authorized Printouts");

(c) With respect to Materials that are court cases, court rules, court briefs, agency-issued documents, agency regulations or executive branch materials from the United States, its states, local governments, or territories (collectively, "Authorized Legal Materials"), the right to download using the commands of the Online Services and store in machine-readable form, primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Authorized Legal Materials included in any individually searchable file or content source in the Online Services to the extent the storage of those Authorized Legal Materials is not further limited or prohibited by the Supplemental Terms. The storage may continue so long as the Authorized Legal Materials are needed for purposes contemplated under this Subscription Agreement;

(d) With respect to all Materials other than Authorized Legal Materials, the right to download using the commands of the Online Services and store in machine-readable form for no more than 90 days, primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Materials included in any individually searchable file or content source in the Online Services, to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms;

(e) Notwithstanding anything to the contrary herein, the right to (1) excerpt or quote insubstantial portions of Materials in documents prepared in the ordinary course of your business to the extent permitted by applicable copyright law; (2) distribute Authorized Printouts to persons who are not Authorized Users (including by emailing through the functionality of the Online Services) on an occasional, infrequent basis as permitted by applicable copyright law; and (3) store Materials for periods in excess of the periods set forth above to the extent required for legal or regulatory compliance provided all other Materials are purged promptly upon the expiration of this Subscription Agreement; and

(f) For the avoidance of doubt, downloading and storing Materials in an archival database is prohibited. The Online Services and the Materials are protected by copyright, intellectual property laws, and other laws that prevent unauthorized access and use. If you are not an Authorized User, you are not permitted to access or use the Online Services for any purpose whatsoever. If you nevertheless access and use the Online Services or Materials without authorization, your access and use will be governed by these General Terms and Conditions and you will be liable to LN for any breach of the General Terms and Conditions as well as for unauthorized access and payment for use at the rates in the applicable Price Schedule.

1.2 To the extent permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms, you and your Authorized Users may make copies of Authorized Printouts and distribute Authorized Printouts and copies.

1.3 Except as specifically provided in Sections 1.1 and 1.2, you and your Authorized Users are prohibited from downloading, emailing, faxing, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Online Services. You may not exploit the goodwill of LN, including its trademarks, service marks, or logos without the express written consent of LN. Additionally, under no circumstances may you or any Authorized User offer any part of the Online Services or Materials for commercial resale or commercial redistribution in any medium or use the Online Services or the Materials to compete with the business of LN.

1.4 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and Materials in any medium belongs to LN or its third party suppliers of Materials. Neither you nor your Authorized Users acquire any proprietary interest in the Online Services, Materials, or copies thereof, except the limited rights granted herein.

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

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

1.7 Neither you nor your Authorized Users may use information included in the Online Services or Materials to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.

1.8 Other provisions that govern use of the Materials are set forth in the applicable Price Schedule, the Supplemental Terms, online descriptions of files, online notices following source selection, and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into this Subscription Agreement.

2. **ACCESS TO SERVICES**

2.1 Only your employees, temporary employees, students, partners/members, and contractors dedicated to performing work exclusively for you (to the extent those categories of persons are appropriate to your situation) are eligible to access and use the Online Services and Materials ("Eligible Persons"). Without limitation, external professional service providers such as attorneys, accountants, outsourcers and public relations firms are specifically excluded from being Eligible Persons. The term "Authorized User" means an Eligible Person whom you have identified to LN for purposes of issuing an LN ID. You agree that each LN ID may only be used by the Authorized User to whom LN assigns it and that the LN ID may not be shared with or used by any other person, including other Authorized Users. You will manage your roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User is no longer an Eligible Person or you otherwise wish to terminate the Authorized User's access to the Online Services. You are responsible for all use of the Online Services accessed with LN IDs issued to your Authorized Users, including associated charges, whether by Authorized Users or others. You will use reasonable commercial efforts to prevent unauthorized use of LN IDs assigned to your Authorized Users and will promptly notify LN, in writing, if you suspect that an LN ID is lost, stolen, compromised, or misused.

2.2 Use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Unless otherwise agreed to by LN in writing, use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

2.3 To comply with local privacy, data protection and other laws, each LN ID is country specific and may not be used outside the country for which it is issued, except for short periods not to exceed 30 continuous days. If LN suspects use of an LN ID outside the country of issue for a period in excess of 30 continuous days, LN may suspend the LN ID or require you to use and pay for an LN ID for the relevant country. On request, LN will issue a geographically compliant LN ID.

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

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

3. **LIMITED WARRANTY**

3.1 LN represents and warrants that it has the right and authority to make the Online Services and Materials available to you and your Authorized Users as authorized expressly by this Subscription Agreement.

3.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. **LIMITATION OF LIABILITY**

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

of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

4.2 "Covered Party" means (a) LN and any officer, director, employee, subcontractor, agent, successor, or assign of LN; and (b) each third party supplier of Materials, third party alliance entities, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or third party alliance entity or any of their affiliates.

4.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS OR THIS SUBSCRIPTION AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

4.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR AUTHORIZED USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO LN OR ITS THIRD PARTY SUPPLIERS.

4.5 Notwithstanding anything to the contrary in this Section 4: (a) If there is a breach of the warranty in Section 3.1 above, then LN at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or Materials, asserted against you by such third party provided: (i) all use of the Online Services and Materials was in accordance with this Subscription Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or Materials with or into other products or applications not approved by LN; (iii) you give LN prompt notice of any such claim; and (iv) you give LN the right to control and direct the investigation, defense and settlement of each such claim. You, at LN's expense, shall reasonably cooperate with LN in connection with the foregoing.

(b) In addition to Section 4.5(a), if the Online Services or the operation thereof become, or in the opinion of LN are likely to become, the subject of a claim of infringement, LN may, at its option and expense, either: (i) procure for you the right to continue using the Online Services, (ii) replace or modify the Online Services so that they become non-infringing, or (iii) terminate this Subscription Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 4.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

5. MISCELLANEOUS

5.1 These General Terms and Conditions, including the Additional Terms may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with the terms of your Price Schedule; all other provisions may be changed by LN immediately upon notice to you. If any changes are made to this Subscription Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Authorized Users but will apply to all similarly situated LN customers using the Online Services. You may terminate this Subscription Agreement upon written notice to LN if any change to these General Terms and Conditions is unacceptable to you. For termination to be effective under this Section 5.1, written notice of termination must be provided to LN within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change but does not affect the foregoing termination right. Except as provided above, this Subscription Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this Subscription Agreement may not be supplemented, modified or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

5.2 You or LN may terminate this Subscription Agreement at any time in accordance with this Section 5.2. The effective date of termination shall be 10 days after the receipt of written notice of termination, unless a later date is specified in the notice. LN may temporarily suspend or discontinue providing access to the Online Services to any or all Authorized Users in breach of this Subscription Agreement without notice and LN may pursue any other legal remedies available to it.

5.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by LN. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to LN should be sent to LexisNexis, Attn: Chief Legal Officer, 9443 Springboro Pike, Miamisburg, OH 45342.

5.4 The failure of you, LN, or any third party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

5.5 Neither you nor any Authorized User may assign your rights or delegate your duties under this Subscription Agreement without the prior written consent of LN, which consent shall not be unreasonably withheld. This Subscription Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

5.6 LN's ability to provide Materials is regulated by a variety of privacy, data protection, and other laws in a variety of jurisdictions ("Data Laws") and by the licenses under which it obtains Materials ("Licenses"). You acknowledge that LN will perform a due diligence review of your account upon registration and that the due diligence review will be heightened if you desire to access sensitive, non-public Materials about individuals. You also acknowledge that LN will perform periodic reviews of you and your Authorized Users' use of Materials subject to Data Laws or Licenses ("Regulated Data") in order to comply with Data Laws and license restrictions, and that the review may include asking you or your Authorized Users to verify that use of Regulated Data was for a permissible purpose. You and your Authorized Users will cooperate with LN in any such due diligence or regulatory review and will promptly produce all relevant records and documentation reasonably requested by LN. All reviews will be at LN's expense. If there is any failure to cooperate with LN, or if any review reveals the lack of a permissible purpose to access Regulated Data, LN may deny access to the Online Services or to Regulated Data. LN will be under no obligation to reduce the fees payable by you to the extent that it is unable to provide Regulated Data to you based solely on your non-cooperation.

5.7 If you, any of your Authorized Users, or any person you or your Authorized Users permits to use the Online Services or who gains access through an Authorized User's failure to properly secure his or her LN ID or computer (a "User") should access or use Regulated Data in an unauthorized manner (a "Security Event"), then the following provisions will apply: (a) if required by applicable law, you will notify the individuals whose information has potentially been accessed or used that a Security Event has occurred; (b) you will notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by law; (c) the notification will not reference LN or the product through which the Regulated Data was provided, nor will LN be otherwise identified or referenced in connection with the Security Event, without the express written consent of LN; (d) you will be solely liable for all claims that may arise from a Security Event caused by you, your Authorized Users or a User and you will indemnify LN for any third party claims directed against LN that arise from the Security Event; and (e) all notifications and indemnity claims related to the Security Event will be solely at your expense.

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

5.9 This Subscription Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Subscription Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this Subscription Agreement.

5.10 Where applicable, each affiliated company of LN and each third party supplier of Materials has the right to assert and enforce the provisions of this Subscription Agreement directly on its own behalf as a third party beneficiary.

5.11 This Subscription Agreement and the Subscription Plan Amendment for State/Local Government constitute the entire agreement of the parties hereto with respect to the matter set forth herein and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to the Agreement, the provisions of this Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications to this Agreement shall not be effective unless set forth in writing and signed by the parties.

5.12 LN agrees and understands that the work/services performed under this Agreement are performed as an independent LN and not as an employee of the County and that LN acquires none of the rights, privileges, powers, or advantages of County employees.

5.13 LN shall have in effect, during the entire life of this Agreement, Worker's Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, LN certifies awareness of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in California Labor Code section 1861. LN shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified by Risk Management.

5.14 It shall be the LN's responsibility to obtain any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

5.15

A. *Section 504 applies only to contractors who are providing services to members of the public.* LN shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

B. General non-discrimination. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

C. *Equal employment opportunity.* LN shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation,

performance evaluation, and management relations for all employees under this Agreement. LN's equal employment policies shall be made available to County of San Mateo upon request.

D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject LN to penalties, to be determined by the County Manager, including but not limited to:

(i) termination of this Agreement;

(ii) disqualification of LN from bidding on or being awarded a County contract for a period of up to 3 years;

(iii) liquidated damages of $2,500 per violation;

(iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine LN's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to LN under the Contract or any other Contract between LN and County.

LN shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified LN that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. LN shall provide County with a copy of their response to the Complaint when filed.

E. Compliance with Equal Benefits Ordinance. With respect to the provision of employee benefits, LN shall comply with the County Ordinance which prohibits LNs from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

F. LN shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a) which is incorporated herein as if fully set forth.

5.16 LN shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from LN, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with LN or that LN deduct from the employees' regular pay the fees received for jury service.

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

SLG

EXHIBIT B TO LexisNexis® SUBSCRIPTION AGREEMENT
Price Schedule
State/Local Government Per Search Pricing
July 1, 2010

These charges are effective as of July 1, 2010, and shall continue thereafter until the subscribing organization or individual ("Subscriber") is notified otherwise. For more information about the pricing components, consult the Price Definitions and Price List available via the Classic Online Services using LexisNexis communications software under the administrative identification number **20B9ZWS**, at no cost to Subscriber for accessing or printing.

1. INFORMATION CHARGES

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

1.2 DISCOUNTS. The discounts set forth below shall be applied to Subscriber's Information Charges for each monthly invoice period. The discount shall be computed monthly and shall be based on the average amount of Information Charges incurred by Subscriber in the three month period beginning four months before the month Subscriber receives the discount. Discounts shall not apply to: (i) Expert Witness, (ii) Historical Stock Quotes, (iii) MarkMonitor, and (iv) 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
Weekly	$0.00	$0.00
Bi-Weekly	$0.00	$0.00
Monthly	$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	$6.00/link
through LexisNexis Research Software	
via LEXSEE® service	$6.00/link
via LEXSTAT® service	$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:

	Each Image
Anatomical Transparencies	$0.00
Trademark design images	$0.00
Patent exemplary drawing images	$0.00
Elsevier Environmental	$3.00
Elsevier Business	$6.00
IHI patent images – International	$6.00
Patent Family Reports	$6.00
Forms	$7.50
Potomac Text Document	$8.00
Hoppenstedt	$10.00
PDF Image for Judicial Profile – 7th Circuit	$10.00
PDF Image for Judicial Profile – 9th Circuit	$10.00
Global Reports	$25.00
ISO Policy Forms	$25.00
Miller's	$25.00
Potomac PDF Document	$25.00
Expert Commentary	$50.00
Other Expert Witness Transcripts – Excerpts	$50.00
Triodyne Expert Witness Transcripts – Excerpts	$50.00
The Financial Crisis: Federal Statutory and Regulatory Responses	$75.00
M&A Insight Notes	$100.00
Other Expert Witness Transcripts – Full	$110.00
Triodyne Expert Witness Transcripts – Full	$110.00
Expert Commentary – Bensen on the Patent Reform Act of 2007	$112.00
PDF Image for Premium Judicial Profile	$200.00
Corporate Governance Quotient Profiles	$250.00
M&A Insights Analysis	$450.00
Sustainability & Risk Reports	$1,500.00

1.9 ATTACHMENTS. Attachment charges are as follows per attachment retrieved, including printing and downloading:

	Each Attachment
Attorney Text Book of Medicine	$0.00
JurisCharts: Tax	$20.00
JurisCharts with Analysis: Tax	$30.00
Mealey	$0.00
Patent images – US domestic	$5.00
McClatchy Graphics	$6.00
WPNPHO – World Picture Network – Full Size	$6.00
Elsevier Science Business Journals	$10.00
Enhanced Form: Open Fillable word processing version of form	$10.00
All Case Law Jurisdictions – Case in Brief	$30.00
Caselaw Official Reports	$25.00
Elsevier Science	$30.00
Core Form: Open word processing version of form	$35.00
Briefs, Pleadings & Motions	$35.00
Netter Medical Illustrations	$20.00
Core Critical Issues Pamplet	$20.00
Core Emerging Issues Commentary	$20.00
50 State Comparative Legislation & Regulations	$25.00
JurisCharts: Insurance	$125.00
Enhanced Critical Issues Pamphlet	$133.00
Enhanced Emerging Issues Commentary	$133.00
Premium Current Critical Issues Pamphlet	$50.00
Premium Emerging Issues Commentary	$50.00
Advanced Practice Strategies Medical Illustrations	$175.00
Download Interactive Analytical Report	$50.00
Download PDF chart of Multi-Jurisdictional Survey with Analysis Now	$30.00
JurisCharts with Analysis: Insurance	$30.00

1.10 DUN & BRADSTREET REPORTS.
Charges for Business Information Reports will range from $84.00 to $599.00 depending on the 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.

1.11 ANALYZER. $0 per search and $200 per report.

1.12 SMARTLINX.
$99 per search
$0 for a Public Record (PUBREC) report
$0 for a Click Search

1.13 DELAWARE SECRETARY OF STATE. $35 per report.

1.14 COMPANY DOSSIER. Charges range from $5 up to $50 per report and from $0 up to $50 per document link.

1.15 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

1.16 EDGAR ONLINE. $15 for Excel Reports and $22 for Non-Excel Reports.

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.

1.18 ELSEVIER SCIENCE JOURNALS. $50 - $100 per search.

1.19 COURTLINK.

1.19.1 COURTLINK VIA LEXIS.COM. Charges for CourtLink products retrieved via lexis.com.

COURTLINK	CHARGES
CourtLink Docket Search	Range $9.50 - $57.00
CourtLink Docket Retrieval	$5.00 & $9.00
CourtLink Docket Update	$4.00
CourtLink OSD Image (pdf)	$5.00

1.19.2 COURTLINK VIA COURTLINK PLATFORM. Charges for CourtLink products retrieved via the CourtLink platform.

COURTLINK	CHARGES
Alert	Range $0.30 - $59.00 per case found
Track	Range $3.30 per update to $19.75 per update
Search & Retrieve	Range from $5.00 - $200.00 per search
CourtLink OSD Image pdf (Document Ordering)	$5.00 - $50.00

Consult the CourtLink Fee Schedule available at https://w3.courtlink.lexisnexis.com/Help/Pricing/pricing.htm for detailed report charges. In the event of a conflict between the range prices above and the CourtLink Fee Schedule, the CourtLink Fee Schedule will control.

1.20 TOTALPATENT.

TOTALPATENT	CHARGES
Searches	$75 per Authority (maximum $400)
Print/Download/Fax	See Section 1.7
Single Document Retrieval	$7.50 per link
PDF Images	$0.00 per image
Creating a Folder	$10.00
Copying a Folder	$10.00
Machine Translating	$250.00
Analytics Report	$20.00
Alerts	See Section 1.4 for rates
On Demand	$20.00
Semantic Search	$40 each time a semantic analysis is initiated

1.21 PRECEDENT SEARCH. Charges are $59 for Single Category Search and $89 for Multiple Category Search. For Matthew Bender/LN Forms & Agreements, charges are $215 for single practice area/area of law and $250 for multiple categories or all practice areas/areas of law.

1.22 LEXISNEXIS STATISTICAL GATEWAY.

LexisNexis Statistical Gateway charges are as follows:

Reports	$0.00 - $2.00
Basic Datasets Per Search	$0.30 - $0.40

1.23 VERDICT & SETTLEMENT ANALYZER.

Verdict & Settlement Analyzer	$6.00 per link
Verdict & Settlement Analyzer	$20.00 per report

2. HANDLING CHARGE. $15 for documents printed at the LexisNexis computer center.

3. MONTHLY SUBSCRIPTION CHARGE. $75 per building with equipment used to access the Online Services (up to a maximum of $150 per Agency).

4. INSTRUCTION. Training is provided at no charge and covers (a) the basic instruction of all individuals selected by Subscriber to receive instruction in the use of the Online Services and (b) standard instructional and reference materials on the use of the Online Services. Everyone who completes training shall receive one hour of free use to perfect their skills. This free hour is non-transferable and must be used within 14 calendar days of the date on which basic instruction is completed, at a single session or on an aggregated basis. Credit for free use shall automatically be reflected on Subscriber's monthly invoice and shall be applied against Subscriber's total charges in a given month.

5. EQUIPMENT AND SOFTWARE CHARGES.

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

5.2 The Access Equipment shall be maintained by the provider of the Online Services at its then current standard charges. Contact your account representative for current charges. Subscriber may terminate rental of any Access Equipment upon 10 days written notice. Access Equipment must be returned to the provider of the Online Services in the same condition in which it was received, reasonable wear and tear excepted.

5.3 Subscriber shall not permit any of its agents or employees to attempt to move, modify, repair, or tamper with any Access Equipment in any way, except that Subscriber may install Access Equipment designated by the provider of the Online Services as installable by Subscriber. If Subscriber installs Access Equipment, Subscriber shall do so in accordance with the applicable instructions. Subscriber assumes all responsibility for any personal injury or property damage, including damage to Access Equipment,that occurs as a result of Subscriber's installation of the Access Equipment.

5.4 Subscriber shall pay then current standard charges for any software licensed by the provider of the Online Services. Additional terms and conditions applicable to the software are packaged with the software and Subscriber agrees to promptly return the software if Subscriber is not in agreement with these terms and conditions. By using the software, Subscriber agrees to be bound by the terms and conditions packaged with that software.

6. TAXES. The charges detailed in this Price Schedule are exclusive of any state or local sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Subscriber's account. If Subscriber is exempt from any such taxes, the tax will not be charged to Subscriber upon receipt of a certificate of exemption.

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

8. CHANGES TO CHARGES AND DISCOUNTS. Charges and discounts may be changed only upon 30 days prior notice, which notice shall be with your invoice or otherwise provided in writing.

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

10. MISCELLANEOUS.

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

----------END OF EXHIBIT B----------

LN, a div. of Reed Elsevier Inc.

D M F

Derek M. Francis
Pricing Analyst

10-13-10

[illegible] div. of Road Elsevier Inc.

Derek M. Francis
Pricing Analyst

10-12-10

San Mateo County Customer I.D. Information

Last Name	First Name		Position
Allhiser	Mary	DDA	
Belluomini	Sandra	DDA	
Boxer	Sarah	DDA	
Bozek	Evelina	DDA	
Briggs	Patrick	DDA	
Burdick	Sarah	DDA	
Cannon	Joseph	DDA	
Chang	Shin-Mee	DDA	
Cho	Sharon	DDA	
Clipper	Marguerite	DDA	
Coburn	Lisa	DDA	
Collins	Kevin	DDA	
Dabel	Sean	DDA	
Davidson	Holly	DDA	
Donnellan	Brian	DDA	
Feasel	Christopher	DDA	
Feinberg	Todd	DDA	
Feldman	Kimberly	DDA	
Finney	Chuck	DDA	
Fitzgerald	Aaron	DDA	
Fox	James	DA	
Gallagher	Sean	DIC	
Gannam	Kari	DDA	
Giannini	Alfred	DDA	
Good	Richard	DDA	
Guidotti	Karen	ADA	
Hahn	Nadia	DDA	
Henry	Sharon	DDA	
Heumann	Tara	DDA	
Hickman	Julia	DDA	
Jangla	Vishal	DDA	
Joo	Sandy	DDA	
Keckley-Stauffer	Joshua	DDA	
Lee	Sharron	DDA	
Lind	Kecia	DDA	
Lynch	Peter	DIC	
Madrigal	Trinidad	CSA	
Maya	Christine	DDA	
Maya	Morris	DIC	
McKowan	Melissa	DDA	
Montesano	Marie	DDA	
Nightengale	Ivan	DDA	
Ow	Jennifer	DDA	
Pitt	Morley	ADA	

Last Name	First Name	Position
Potter	James	CSA
Povah	Tricia	DDA
Raft	Brian	DDA
Rutherford	Abigail	DDA
Samant	Alpana	DDA
Sanchez	Robert	CSA
Sato	Nicole	DDA
Scialabba	Gina	DDA
Serrato	Albert	DDA
Shawn de la Merced	Janet	LS
Sylvester	Rebecca	DDA
Tannenwald	Eric	DDA
Wade	James	DIC
Wagstaffe	Stephen	Chief DA
Wendler	Michael	DDA
Wilkins	Megan	DDA
Wilson	John	DDA
Wilson	Marshall	DOC
Wong	Peter	DPA
Yagi	Mandy	DPA