



“Subscriber” Name: Lexington-Fayette Urban County Government
Account Number: TBD
“LN”: LexisNexis, a division of Reed Elsevier Inc.

1. Subscription Agreement

LexisNexis, a division of Reed Elsevier Inc. (“LN”) grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis Advance® and the materials available therein (“Materials”) pursuant to terms set forth in the LexisNexis General Terms and Conditions (“General Terms”) and the pricing set forth in the Price Schedule (“Price Schedule”) (the General Terms together with the Price Schedule is collectively referred to as the “Subscription Agreement”), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <http://www.lexisnexis.com/terms/government>.

2. Lexis Advance Product and Charges

2.1 This Section 2 amends the Subscription Agreement with respect to the Lexis Advance product offering described below. The term of Subscriber’s commitment for the Lexis Advance product offering will begin upon the date Subscriber’s billing account (“Account Number”) is activated (“Activation”) and will continue for the last period set forth in Section 2.4 below (the “Committed Term”). Subscriber may not terminate this Agreement under Section 5.2 of the General Terms during the Committed Period, except that this Agreement may be terminated by Subscriber after the 3rd Committed Period on the last day of any calendar month upon at least 30 days prior written notice to LN. In addition, Subscriber may terminate this Agreement during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination. Upon the expiration of the Committed Term, all access to and use of Lexis Advance by Subscriber will be billed in accordance with the applicable then-current Price Schedule.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
Kentucky Enhanced	1011611	3
Antieau on Local Government Law	1011184	3
Civil Rights Actions	1010088	3
Police Civil Liability	1011308	3
Zoning and Land Use Controls Analytical	1010004	3
Corbin on Contracts	1010106	3
Killer Roads: From Crash to Verdict	1011439	3
Regulatory Takings	1011476	3
National News	1010610	3

2.2 Subscriber will be entitled to receive up to three (3) LN IDs for each number of users listed above for each product selected. Each LN ID must be issued for individual use by the attorney, judge or professional user or other support personnel.

2.3 During the Term, the premium features Shepard’s Graphical and Research Map will be included at no additional charge.

2.4 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth in Section 2.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Period	Monthly Commitment
2/28/2013-3/31/2013	\$0
4/1/2013-3/31/2014	\$300
4/1/2014-12/31/2014	\$309

2.5 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

Subscriber elects access to the Alternate Materials

(Initial)

2.6 Use of Lexis Advance under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

2.7 If any charge not the subject of a legitimate dispute should remain unpaid for more than 75 days after becoming due LN reserves the right to require each remaining unpaid Monthly Commitment for the Committed Period to be immediately paid in full to LN. LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

3. Certification

Subscriber certifies to the number of judges, attorneys and government professionals set forth below ("Reference Number"). Throughout the Term, Subscriber 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, Customer will recertify to the Reference Number.

Number of Judges & Attorneys: _____

Number of Government Professionals: 3

Total Users ("Reference Number"): 3

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before February 28, 2013.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

- (a) Mandatory basic training in the use of Lexis Advance by LN for all Authorized Users;

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

7. Miscellaneous

This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis Advance or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Lexington-Fayette Urban County Government
[MUST BE COMPLETED BY SUBSCRIBER]
<p>Authorized Subscriber Signature: _____</p> <p>Printed Name: _____</p> <p>Job Title: _____</p> <p>Date: _____</p>

LexisNexis, a division of Reed Elsevier Inc.

[COMPLETED BY LEXISNEXIS]

<p>Authorized Signature: _____</p> <p>Name: _____</p> <p>Job Title: _____</p> <p>Date: _____</p>
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CUSTOMER INFORMATION (Please type or print):

1. Organization Name (Full Legal Name): LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
2. Physical Address: 200 E MAIN ST
 City: LEXINGTON State: KY Zip: 40507
3. County: _____ 4. Country: USA
5. Telephone Number: 859-258-3204 6. Fax Number: 859-258-3385
7. Invoice Address (email and physical address) _____
8. Name of Contact, Telephone Number and Email Address for the following:
 Installation: Stacey Maynard 859-258-3599 smaynard@lexingtonky.gov
 Billing: Stacey Maynard 859-258-3599 smaynard@lexingtonky.gov
 Policy/Legal Notification: Stacey Maynard 859-258-3599 smaynard@lexingtonky.gov
 Scheduling/Training: Stacey Maynard 859-258-3599 smaynard@lexingtonky.gov
9. Parent Company (if applicable): _____
10. Type of Organization (Check/complete all that apply):
 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 _____

CUSTOMER ID INFORMATION (Please type or print)

ID HOLDERS' NAMES	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS
Stacey Maynard	LFUCG Council Administrator	Smaynard@lexingtonky.gov	Lexington, KY
Jenifer Benningfield	Research Analyst	Jbenningfield@lexingtonky.gov	Lexington, KY
Paul Schoninger	Research Analyst	Paulas@lexingtonky.gov	Lexington, KY
