

You may subscribe to the Online Services by agreeing to the terms set forth in this Agreement including the General Terms and Conditions for Use of the Online Services (the "General Terms") attached hereto as Exhibit A and incorporated herein by reference. In the event of any conflict between the General Terms and the terms set forth below, the terms set forth below will control. Your subscription is subject to acceptance by LexisNexis, a division of RELX Inc., which acceptance shall be evidenced by granting access to the Online Services subscribed to herein.

SUBSCRIBER	CALIFORNIA DIGITAL LIBRARY ON BEHALF OF THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Authorized Signature	[REDACTED]
Print Name	I [REDACTED]
Title	Associate Executive Director, CDL
Date	

AGREED AND ACCEPTED BY:

Product/Menu Description	Menu/SKU Number (s) (If Applicable)	Number of Simultaneous Users (If Applicable)
1. Nexis Uni		500,000
2. SELECT		
"Subscription Period"		Annual Payments
7/1/2019 to 6/30/2020		[REDACTED]
7/1/2020 to 6/30/2021		[REDACTED]
7/1/2021 to 6/30/2022		[REDACTED]
ANNUAL SUBSCRIPTION FEE* (Multi-Year Agreements subject to annual increase of SELECT%)		[REDACTED]
Consortia Subscriptions <input type="checkbox"/> If this box is checked, the Subscribing Institution is a member of the library / academic consortium SELECT (the "Consortia"). As such, the Annual Subscription Fees or Monthly Payments are serviced by the Consortia in accordance with the terms of the agreement between LexisNexis and the Consortia covering the Consortia's members.		
Subscription is for the entire Subscribing Institution, department, or individuals as indicated below: <input checked="" type="checkbox"/> Subscribing Institution <input type="checkbox"/> Department: [Insert name] <input type="checkbox"/> Set Number of Authorized Users: [Insert name]		
Authorized Users: The term "Authorized User" includes full and part time employees (including faculty, staff, and independent contractors) and students of Subscriber, regardless of the physical location of such persons. In addition, "Authorized Users" also include patrons not affiliated with Subscriber who are physically present at Authorized site(s). For authorized sites, see Appendix B.		
Number of Full-time IDs: N/A		Number of Full-time IDs: N/A
Payment Plan: <input type="checkbox"/> Monthly in arrears <input checked="" type="checkbox"/> Prepay Annually		
Termination: Subscribing Institution may not terminate this Subscription Agreement during the Term except as provided in this section and the "Termination" section 5 in Exhibit A. If sufficient funds are not appropriated or allocated for payment under this Agreement for any current or future fiscal period, Subscriber, at its option, may terminate this Agreement on the last day of any calendar month upon ten (10) days prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts due up to the time of termination. To exercise this right, Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal period.		
Access to the Online Services: LN shall provide access to and use of the Online Services for Authorized Users only. Access to the Online Services must be strictly controlled and limited to Authorized Users through the use of LexisNexis identification numbers and passwords as indicated in the General Terms or by one or more of the following remote authentication methods: <ul style="list-style-type: none"> • Internet Protocol ("IP") domain address filtering, whereby the Subscriber provides LN with IP addresses registered to the Subscriber and vouchsafes that these IP addresses are associated only with sites controlled by the Subscriber for Authorized Users only. • Proxy Server IP address filtering, whereby the Subscriber provides LN with IP addresses of a proxy server belonging to or operated on behalf of the Subscriber and vouchsafes that proxy server access is granted only to Authorized Users located at the Authorized Sites or to remote users that have been authenticated as Authorized Users by the Subscriber, using a secure patron authentication system. Further, notwithstanding anything to the contrary in the General Terms, nothing in this Agreement prohibits the use of programs or equipment designed for use solely by persons with disabilities in order to access the Online Services for its intended purposes.		
Payment Terms: All charges are exclusive of any state or local sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to your account. If you are exempt from any such taxes, the tax shall not be charged to you. All charges will be invoiced on the basis set forth above. Amounts billed annually will be billed in advance of the term and you must pre-pay the Annual Fee. All charges, together with applicable taxes, are payable within 45 days after receipt of an invoice.		

CUSTOMER INFORMATION (Please type or print):	
1.	Organization Name (Full Legal Name): <u>Regents of the University of California</u>
2.	Physical Address: <u>415 20th Street, 4th Floor</u>
3.	City: <u>Oakland</u> State: <u>CA</u> Zip: <u>94612</u>
4.	County: <u>ALAMEDA</u> Country: <u>USA</u>
5.	Phone: <u>5105876091</u> 6. Fax Number: _____
7.	Invoice Address (email and physical address) <u>CDL Acquisitions Coordinator University of California Geisel Library 9500 Gilman drive 0175K La Jolla, California 92093-0175 USA Email: cdl-acquisitions@ucop.edu</u>
8.	Name of Contact, Telephone Number and Email Address for the following: Installation: _____ Billing: _____ Policy/Legal Notification: _____ Scheduling/Training: _____
9.	Parent Company (if applicable): _____
10.	Type of Organization (Check/complete all that apply): <input type="checkbox"/> Publicly Traded Company: Ticker _____ Exchange: _____ Symbol: _____ <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 <input type="checkbox"/> No
17.	Organization Web Address: <u>https://www.cdlib.org/</u>

EXHIBIT A

LEXISNEXIS GENERAL TERMS AND CONDITIONS FOR USE OF THE ONLINE SERVICES

EXHIBIT A
TERMS & CONDITIONS FOR USE OF THE ONLINE SERVICES

These terms and conditions (“General Terms”) govern use of the online services (the “Online Services”) and materials available therein (“Materials”) provided by LexisNexis, a division of RELX Inc. and its affiliated companies (collectively “LN”).

1. GRANT OF RIGHTS; RESTRICTIONS ON USE

1.1 Subscriber and its Authorized Users (as defined in the Subscription Agreement to which these General Terms are attached, the “Subscription Agreement” or “Agreement”) are granted a nonexclusive, nontransferable, limited right to access and use for research and educational purposes the Online Services and Materials made available to Subscriber. The rights granted to Subscriber and 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, hyperlink, 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, provided that LN will notify you and you will use reasonable efforts to cure in the event of storage of Materials longer than 90 days;

(e) Notwithstanding anything to the contrary herein, the right to (1) excerpt or quote insubstantial portions of Materials in documents prepared for educational purposes (e.g., course packs) 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 you shall use reasonable efforts to purge all other Materials promptly upon the expiration of this Subscription Agreement. For purposes of further clarification, examples of the foregoing may include, with appropriate attribution, use of certain figures, tables, and brief excerpts from the Materials in an Authorized User's own scientific, scholarly, and educational works. For the avoidance of doubt, Subscriber and Authorized Users may use citation and brief, abstract information in a faculty profiling systems, in lists of publications on faculty and institutional web pages, and to create bibliographies; 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 and other applicable intellectual property laws that prevent unauthorized access and use.

1.2 To the extent permitted by U.S. copyright law (or applicable copyright law for any use outside of the U.S.) and not further limited or prohibited by the Supplemental Terms, Subscriber and its Authorized Users may make copies of Authorized Printouts and distribute Authorized Printouts and copies.

1.3 Except as specifically provided in this Agreement, Subscriber and the Authorized Users are prohibited from downloading, emailing, faxing, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Online Services. Subscriber 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 Subscriber 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. RELX Group and the RE symbol are trademarks of RELX Group plc, used under license. Neither Subscriber nor Authorized Users acquire any proprietary interest in the Online Services, Materials, or copies thereof, except the limited rights granted herein.

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

1.6 Neither Subscriber nor 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 In addition to these General Terms, other provisions that govern use of the Materials are set forth in 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 the Subscription Agreement.

2. ACCESS TO SERVICES AND SUPPORT

2.1 Access to the Online Services must be strictly controlled and limited to Authorized Users through the use of LN identification numbers and passwords ("LN IDs") or by one or more of the remote authentication methods set forth in the Subscription Agreement. To the extent access is controlled by use of identification number and passwords, Subscriber shall use reasonable efforts to inform Authorized Users that LN IDs may only be used by the Authorized Users to whom they are assigned and that the LN IDs may not be shared with or used by any other persons, including other Authorized Users or other third parties. Subscriber will also use reasonable efforts to manage its roster of Authorized Users and to promptly notify LN to deactivate an LN ID if the person to whom it is assigned is no longer an Authorized User. Subscriber will use reasonable efforts to prevent unauthorized use of LN

IDs assigned to its Authorized Users and will promptly notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

2.2 Subscriber may not access or otherwise use the Online Services if Subscriber is identified on, and Subscriber may not knowingly provide access to the Online Services to any individuals identified on, OFAC's list of Specially Designated Nationals, the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions.

2.3 LN shall automatically provide both composite system-wide use data and itemized data for individual campuses and labs to Subscriber on a monthly basis. In all cases regarding the disclosure of usage statistics such data shall be fully anonymized to protect the identity of individual users and the confidentiality of their searches and will comply with all applicable privacy laws. LN shall not disclose or sell to other parties usage data or information about Subscriber or Authorized Users without Subscriber's written permission (and such permission will not be unreasonably conditioned, delayed or withheld) or as required by law.

2.4 In the event that LN requires Authorized Users to agree to additional terms relating to the use of the Materials (commonly referred to as "click-through" or "clickwrap" licenses), or otherwise attempts to impose terms on Authorized Users through online terms and conditions invoked by the mere use or viewing of the Materials, such terms shall not materially differ from the provisions of this Agreement. In the event of any conflict between the click-through terms or online terms and conditions and this Agreement, the terms of this Agreement shall prevail. For the avoidance of doubt, you will use reasonable efforts to communicate to Authorized Users the terms of this Agreement and their obligations to comply with and bind them to Your latest user policy on use of licensed resources.

2.5 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.

2.6 To comply with local privacy, data protection and other laws, the Online Services are country specific and may not be accessed outside the country for which access has been granted 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 use of an LN ID for the relevant country. There shall be no extra charge for issuance of a comparable LN ID for the relevant country. This section shall not apply to Authorized Users remotely accessing the Online Services through authentication via IP addresses listed in Appendix C, regardless of country from which such access is sought.

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

2.8 LN will provide Subscriber and the Authorized Users with access to all online tutorials and electronic documentation that it makes generally available to its academic subscribers in an electronic format.

2.9 LN will offer reasonable levels of customer support to assist Subscriber and Authorized Users in use of the Online Services and Materials. LN will make its personnel available by email and/or phone during Subscriber's regular business hours, Monday through Friday, for feedback, problem-solving, or general questions and will respond in a timely manner.

2.10 LN shall use commercially reasonable efforts to ensure that LN's server or servers have sufficient capacity and rate of connectivity to provide the Subscriber and Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in the Subscriber's locale. LN shall use commercially reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time includes periodic unavailability due to server maintenance; software installation or testing; loading or making available additional Materials as they become available; and unavailability because of service or equipment failure outside the control of LN (including problems with public or private telecommunications

services, or Internet nodes or facilities). LN may schedule brief unavailability periods provided that it does so in a manner so as to minimize inconvenience to Subscriber and Authorized Users.

2.11 Notwithstanding anything to the contrary in the terms, nothing in this Agreement prohibits the use of programs or equipment designed for use solely by persons with disabilities in order to access the Online Services for its intended purposes. LN is committed to making the Online Services accessible to persons with disabilities. LN agrees to comply with the terms of the LexisNexis Commitment to Accessibility set forth at www.lexisnexis.com/gsa/76/accessible.asp.

2.12 To the extent that Authorized Users use LN IDs to access the Online Services, the Online Services may contain a feature that will allow Authorized Users to create work folders or work spaces (“Folders”) from within research sessions that are associated solely with an Authorized Users’ unique LN ID. The Folders are designed to allow Authorized Users to save copies of Materials made available 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 or educational purposes. Authorized Users are also 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). Authorized Users may print any Materials saved in the Folders prior to the expiration or termination of this Agreement, if desired. LN has no obligation to provide the content of Folders to Subscriber or Authorized Users after the termination of this Agreement. All LN Materials contained in Folders remain subject to the storage limitations and other terms and restrictions set forth in this 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 Subscriber and its Authorized Users as authorized expressly by this Agreement.

3.2 EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, 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) Subscriber 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 Subscriber 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 its affiliates, and its and their officers, directors, or employees, subcontractors, agents, successors and assigns; and (b) each third-party supplier of Materials.

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 AGREEMENT EXCEED THE LESSER OF ACTUAL DIRECT DAMAGES OR THE AMOUNT SUBSCRIBER PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. SUBSCRIBER’S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH SUBSCRIBER MAY HAVE AGAINST ANY COVERED PARTY.

4.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER THE COVERED PARTIES NOR SUBSCRIBER WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS 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 SUBSCRIBER'S (AND THE AUTHORIZED USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO LN OR ITS THIRD PARTY SUPPLIERS OR TO A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

4.5. INDEMNITY. (a) LN shall indemnify and hold harmless the Subscriber and Authorized Users for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from any third party claim that alleges copyright infringement or other intellectual property infringement arising from the use of the Online Services or Materials by the Subscriber or any Authorized User provided: (i) use of the Online Services and Materials at issue 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 content, 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. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This Section 4 shall survive the termination of this Agreement.

(b) In addition, 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 shall, at its expense, either: (i) procure for Subscriber 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 Agreement on notice to Subscriber and grant Subscriber 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.

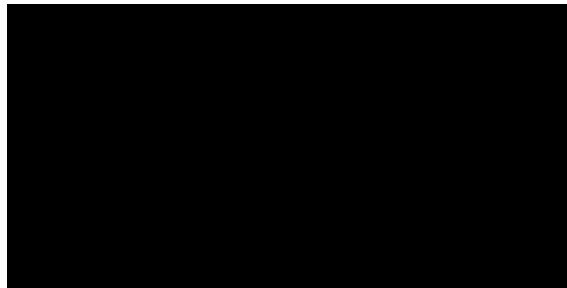
5. TERMINATION for Breach: If either party believes that the other has materially breached any obligations under this Agreement, such party shall so notify the breaching party in writing. The breaching party shall have thirty (30) days from the receipt of notice to use all reasonable means to cure the alleged breach and to notify the non-breaching party in writing that a cure has been implemented. If the breach is not cured within the thirty (30) day period, the non-breaching party shall have the right to terminate the Agreement without further notice. Once this Agreement ends, by early termination or otherwise, LN may terminate access to the Materials by Subscriber and Authorized users. The foregoing right of termination shall not alter or effect LN's rights of suspension set forth in Section 7.2. In the event of early termination as permitted by this Agreement, except for termination for a material breach by the Subscriber, Subscriber shall be entitled to a refund of any prepaid fees or pro-rata portion thereof paid by Subscriber for any remaining period of the Agreement from the date of termination.

6. MISCELLANEOUS

6.1 These General Terms may be changed by LN upon written notice to the Subscriber, provided, however, that LN shall only have the right to change the terms set forth in these General Terms if such changes are only applied prospectively and required to: (a) enable LN to comply with contractual obligations owed to third party licensors; or (b) enable LN to comply with applicable laws and regulations (e.g., privacy laws); or (c) enable LN to protect the Online Services or Materials from abuse; and (d) be made for all similarly situated subscribers and not directed at Subscriber. Subscriber may terminate this Agreement upon written notice to LN if any change to the General Terms and Conditions is unacceptable. For termination to be effective, 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. Charges and payment terms may be changed in accordance with the terms of your Price Schedule. Except as provided above, LN's General Terms and Conditions may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, these General Terms 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.

6.2 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 prior notice to Subscriber and LN may pursue any other legal remedies available to it. Such temporary suspensions will be of the shortest duration possible sufficient to terminate the alleged unauthorized activity and prevent its resumption. LN will use reasonable commercial efforts to promptly advise Subscriber of any such suspensions.

6.3 All legal notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested. Either party may from time to time change its Notice Address by written notice to the other party. Notices to LN should be sent to LexisNexis, Attn: Chief Legal Officer, 9443 Springboro Pike, Miamisburg, OH 45342. Legal notices to Subscriber shall be sent to:



6.4 The failure of Subscriber, LN or a 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.

6.5 Neither party may assign their rights or delegate their duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided that LN may assign this Agreement to any affiliate or to the transferee of substantially all of its stock or assets or the assets related to this Agreement without Subscriber's prior written consent. Subscriber may terminate this Agreement and receive a pro rata refund of any prepaid fees in the event that any such assignment results in a material degradation in the operation or support of the Online Services or the Materials available therein. This 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.

6.6 You represent that you have the right to supply LN with all personal data supplied by you about your Authorized Users in compliance with applicable laws. LN will use personal data supplied by you or your Authorized Users in accordance with the LexisNexis privacy policy available at <http://www.lexisnexis.com/en-us/terms/privacy-policy.page>. LN shall notify you of any changes to the aforementioned privacy policy through the Online Services. Subscriber may terminate this Agreement upon written notice to LN if any material changes to the privacy policy that are not required to comply with applicable law are unacceptable to Subscriber.

6.7 This 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.

6.8 This Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this 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 the parties' original intent and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

6.9 Where applicable, each affiliated company of LN or 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.

Appendix B – Authorized Sites

University of California, Berkeley (including Lawrence Berkeley National Laboratory)

University of California, Davis

University of California, Irvine

University of California, Los Angeles

University of California, Merced

University of California, Riverside

University of California, San Diego

University of California, San Francisco

University of California, Santa Barbara

University of California, Santa Cruz

University of California Office of the President

Los Angeles (UCLA)

Range Start

Range End

Merced (UCM)

Range Start

Range End

Office of the President (UCOP)

Range Start

Range End

Riverside (UCR)

Range Start

Range End

San Diego (UCSD)

Santa Barbara (UCSB)

Range Start

Range End

Santa Cruz (UCSC)

Range Start

Range End