

DIGITAL LIBRARY ORDER FORM

| "Subscriber" (or "You" or "Your", in uppercase or lowercase): | " LN " (or "We" or "Us"): |
|---|-------------------------------------|
| Ventura County Law Library | LexisNexis, a division of RELX Inc. |

You agree to purchase or license from Us, the LN products and services elected below (each a "Publication Service"). Your use of, and access to, the Publication Service is expressly subject to the terms and conditions set forth in this Order (including the Riders) and at http://www.lexisnexis.com/en-us/terms/publications-services-agreement.page (the "Pub. Svcs. Terms") which are incorporated herein by reference and which collectively with this Order (including the Riders) are referred to as this "Agreement". All capitalized terms not otherwise defined in this Order have the meaning given to them in the Pub. Svcs. Terms.

1. TERM

1.1. The term of this Agreement will commence on the date this Agreement has first been accepted by both parties and will continue for the following periods (each a "Committed Period") (check the appropriate one for each Year):

| "Year 1": | 🛛 12 months after Year 1 Start Date | or 🗌 | to | ; |
|-----------|--|------|----|-----------|
| "Year 2": | oxtimes the 12 months immediately following Year 1 | or 🗌 | to | or 🗌 N/A; |
| "Year 3": | oxtimes the 12 months immediately following Year 2 | or 🗌 | to | or 🗌 N/A; |
| "Year 4": | ☐ the 12 months immediately following Year 3 | or 🗌 | to | or 🗌 N/A; |

(collectively, the "Term").

- 1.2. "Start Date" is a defined term that applies when a Digital Library is ordered, and is the earlier of the first day of the first calendar month: (i) during which you initially have access to the Development Site or (ii) which occurs (i.e., is current) 30 days after this Agreement is fully executed by both parties.
- 1.3. This Agreement may be terminated during the Term for a material breach that remains uncured for more than 30 days after the breaching party receives written notice from the non-breaching party identifying the specific breach. If this Agreement is properly terminated during a Commitment Period in which funds are due to LN, then LN will prorate annual commitment amounts for such Commitment Period. The basis of such proration shall be the number of full or partial months this Agreement is in effect during such Commitment Period divided by 12.

2. LEXISNEXIS DIGITAL LIBRARY SERVICE AND COMMITMENT

- 2.1. During the Term, LN grants you the right to access the Digital Library and the Digital Library eBooks for use on your Authorized Users' computers and supported mobile devices. Authorized User has the meaning set forth in the Pub Svcs. Terms. You will also have the ability to acquire content directly from OverDrive (the "OverDrive Content"). Any access to or use of the OverDrive Content is subject to the separate financial arrangement between you and OverDrive and LN disclaims any and all liability for the OverDrive Content. You will be billed for the OverDrive Content directly by OverDrive.
- 2.2. LN will begin creating your Digital Library after this Agreement becomes binding on both parties. There will be a set-up period of approximately four weeks before you will have access to the Digital Library. You will be invoiced monthly or annually for the commitment amounts for the Digital Library (Application Services Fee and Digital Library eBooks.

2.3. During the Initial Term, you will pay to LN the following Commitment Amounts:

| Commitment Period | Digital Library eBooks (Rider No. 1) Commitment | Application Service Fee Commitment | Total Commitment (Digital Library) |
|----------------------|--|------------------------------------|------------------------------------|
| | | (Overdrive Platform Fee) | |
| Year 1 | \$88,279 | \$1,500 | \$89,779 |
| Year 2 | \$90,927 | \$3,000 | \$93,927 |
| Year 3 | \$93,655 | \$3,090 | \$96,745 |
| Year 4 | | | |

The Digital Library eBooks Commitment Amounts may be adjusted over the Term as Permitted Adjustments (defined below) and permitted adjustments to the Preferred Customer Discount are made. All Digital Library eBooks are provided on a Service Subscription basis.

2.4. Digital Library eBook titles shall be set to allow an unlimited number of users within your organization to access titles or volumes within them ("Simultaneous Access").

Notwithstanding the copy entitlements described herein, Publications from The Florida Bar, ABA, AHLA, ALM, some state code titles, and certain other licensed publications may be excluded and some Publications may only be made available to you on a single copy/single user basis. For a complete list of Publications excluded, please ask your representative.

2.5. "Matching Print" is any Non-Digital Library Publication to which you subscribe when you have also subscribed to that Publication in a Digital Library eBook format and quantity during the same period.

Your **Matching Discount** is 100% and may be applied on no more than the number listed as **Maximum Matching Print Quantities** in the column on Rider 1. This number is calculated as 60% of the quantity of each Digital Library eBook title to which your Simultaneous Access is based, and any fractional quantities are rounded. Any additional copies you elect to purchase will be priced

at then-current upkeep prices minus any discounts you may have been receiving on such titles immediately before this Agreement was signed.

The Matching Discount is provided for the Term of this Agreement in recognition of your adoption of the Digital Library. ALM, some state code titles and certain other licensed publications may be excluded from one or both of these models. For further details, please ask your representative.

2.6. LN will provide you with **Print without Matching Discount** as listed on the attached **Rider 2**. In exchange for the Publications listed on Rider 2, you will pay to LN the annual Commitment Amount of <u>\$1,046 for Service Subscriptions and \$355 (Estimated) for Non-Service Subscriptions</u> for such Publications for Year 1. In subsequent years of the Term, the Commitment Amounts for Service Subscriptions for Publications without Matching Discount are subject to a <u>3</u>% fixed annual increase, and the Commitment Amounts for Non-Service Subscriptions without Matching Discount on all Updates (defined below).



3. PREFERRED CUSTOMER STATUS, PUBLICATION CHANGES, AND THRESHOLD SPEND AMOUNT

- 3.1. Due to your overall annual spending level on all Publications provided herein as well as the other products and services provided by LN (or its affiliate Matthew Bender & Company, Inc.) even if not mentioned herein ("All LN Products") as determined based on the 12 months prior to the date this Agreement is executed by you, you are considered a "Preferred Customer" of LN and will receive special pricing for Publications included herein. If your overall annual spending level for All LN Products decreases significantly during the Term, you may no longer be considered a Preferred Customer and LN reserves the right to adjust the pricing to reduce or eliminate the Preferred Customer discount, or terminate this Agreement, upon 30 days written notice to you.
- 3.2. During Year 1 of this Agreement, you will subscribe to the Publications listed on the attached Riders 1 and 2. After Year 1 of this Agreement and subject to Section 3.3 below, you may elect to substitute or change the Publications listed in the attached Riders 1 and 2 only once per Year upon 45 days prior written notice to LN to be effective as of the start of the next Commitment Period, as the case may be ("Permitted Adjustments"). If Permitted Adjustments to the titles or quantities are made, then the following rules will apply:
 - i. Any cancellation of a Digital Library eBook title shall be a cancellation of access to that Digital Library eBook title in its entirety.
 - ii. You may purchase entitlements for cancelled Digital Library eBook titles in Year 1 or thereafter on a single user entitlement per copy basis. To restore simultaneous access for such re-purchased Digital Library eBook titles, you must repurchase a whole number quantity of such title at the then-current list price, such that the total spent on that Digital Library eBook title for all quantities now meets or exceeds the price paid when cancelled.
 - iii. Any new Publications added in Digital Library eBook format must be added in a quantity of at least 4 to get simultaneous use entitlement. Any new Publications added at a quantity of less than 4 will be given one user, one copy entitlement and are not entitled to the "Matching Discount" described above. A "new" Publication is one to which Subscriber has not subscribed in any form of media within the past twelve (12) months.
- 3.3. Your Year 1 Commitment Amounts as listed on the attached Riders 1 and 2 are collectively the "Threshold Spend" amount. Your substitutions for Publications of greater value or adding of Publications shall require you to pay the Threshold Spend amount plus the increased total amount over the Threshold Spend. Your substitutions for Publications shall require you to continue to pay the Threshold Spend.

4. CONFIDENTIAL INFORMATION

This Agreement contains confidential information, including pricing information, of LN (the "**Confidential Information**"). You understand that disclosure of Confidential Information could cause competitive harm to LN. You agree to receive and maintain the Confidential Information in trust and confidence and to take reasonable precautions against its disclosure to any third person.

5. This Agreement is subject to acceptance by LN, which acceptance may be evidenced by signature or by providing access to the Publication Services or otherwise initiating its performance under this Agreement.

Agreed to and accepted by:

| "Subscriber": | Ventura County Law Library |
|---|----------------------------|
| [MUST BE COMPLETED BY YOU] | |
| Authorized Subscriber Signature: | |
| Printed Name: | |
| Job Title: | |
| "Signature Date": | |
| Number of Authorized Users for Digital Library: | Public Law Library |