

# LEXIS®-NEXIS® Software License Agreement

IMPORTANT -- READ CAREFULLY BEFORE INSTALLING -- This is a legally binding agreement ("Agreement") between you and LEXIS-NEXIS, a division of Reed Elsevier Inc., ("LEXIS-NEXIS") and supersedes any purchase order placed by you. These are the only terms and conditions applicable to your rights with respect to the computer programs and documentation, in computer accessible or paper form, ("Software") and LEXIS-NEXIS's obligations to you. Installing the Software indicates your acceptance of this Agreement. If you do not agree to the terms of this Agreement do not install the Software.

## License

By acquiring the Software, you have obtained the non-exclusive right to use the Software on a single (non-networked) computer solely in accordance with this Agreement. You may make a single extra copy of the Software for your incidental use on a secondary portable or home computer while away from the primary computer or workstation upon which the Software resides or has access to the functions of the Software, as long as the Software is not used or accessed on both the primary computer or workstation and the secondary computer or workstation simultaneously. You may make a single backup copy of the Software. Notwithstanding the foregoing, you are not licensed to use the Software to provide on-line or similar database services to third parties.

## Restrictions

You may not and you may not permit others to (a) disassemble, decompile or otherwise derive source code from the Software, (b) reverse engineer the Software, (c) modify or prepare derivative works of the Software, (d) copy the Software, except as expressly permitted in this Agreement, (e) rent or lease the Software, (f) use the Software in any manner that infringes the intellectual property or other rights of another party, or (g) transfer or assign the Software or any copy thereof to another party.

## Ownership

LEXIS-NEXIS and its licensors own the Software and all trade secrets, copyrights, patents and other intellectual property rights therein, which you agree to preserve.

## Limited Warranty

For a period of 30 days from the date the Software is acquired by you, LEXIS-NEXIS warrants that the media upon which the Software resides will be free of defects that prevent you from loading the Software on your computer. LEXIS-NEXIS's sole obligation and your sole remedy under this warranty is replacement of any defective media, provided that you have given LEXIS-NEXIS notice of the defect within such 30 day period. The Software is licensed to you on an "AS IS" basis without any warranty of any nature. However, if you are not satisfied with the Software, for any reason, you may return it to the point of acquisition for a credit or refund at any time prior to 30 days after you acquired it. You may not retain any copies of the Software returned to LEXIS-NEXIS. LEXIS-NEXIS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR LIMITED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### Liability Limitations; Exclusive Remedies

LEXIS-NEXIS SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL (INCLUDING LOST PROFITS), ARISING OUT OF OR RESULTING FROM YOUR POSSESSION OR USE OF THE SOFTWARE (INCLUDING DATA LOSS OR CORRUPTION), REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE. IF THE FOREGOING LIMITATION IS HELD TO BE UNENFORCEABLE, THE MAXIMUM LIABILITY OF LEXISNEXIS TO YOU SHALL NOT EXCEED THE AMOUNT OF THE LICENSE FEES PAID BY YOU FOR THE SOFTWARE. THE REMEDIES AVAILABLE TO YOU AGAINST LEXIS-NEXIS UNDER THIS AGREEMENT ARE EXCLUSIVE. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

#### U.S. Government Restricted Rights

If the Software is acquired by the U.S. Government or on its behalf, the Software is furnished with RESTRICTED RIGHTS. Use, duplication or disclosure of the Software by the U.S. Government and parties acting on its behalf is governed by, and subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software -- Restricted Rights at 48 CFR 52.227-19, as applicable. The Contractor/manufacturer of the Software is LEXIS-NEXIS, 9443 Springboro Pike, Miamisburg, OH 45342, (800) 528-1891.

#### Miscellaneous

Ohio law shall govern the interpretation and enforceability of this Agreement. This Agreement, and your right to use the Software, will terminate upon your breach of this Agreement. If any provision of this Agreement is held to be unenforceable, then such unenforceable provision shall be deemed stricken from this Agreement, and the remaining provisions shall be enforced in accordance with their terms. In the absence of a written agreement signed by you and LEXIS-NEXIS, this Agreement is the complete agreement between you and LEXIS-NEXIS with respect to the Software. This Agreement expressly supersedes and replaces any other license agreement for the Software, including but not limited to any agreement appearing in any user's manual or referenced on the Software installation screen, with the exception of any agreement for the Software which is in writing and signed by both you and LEXIS-NEXIS.