

AGREEMENT FOR PUBLICATION

THIS AGREEMENT FOR PUBLICATION ("Agreement"), is made on the 14th day of October, 1998, between the State of Mississippi ("State"), acting by and through the Mississippi Joint Legislative Committee on Compilation, Revision and Publication of Legislation ("Committee") and LEXIS Law Publishing, a division of Reed Elsevier Inc. ("Publisher").

WITNESSETH:

Some of the facts and circumstances surrounding the execution of this Agreement are as follows:

(a) On June 17, 1998, the Committee issued a Request for Proposals (RFP) for publishing and maintaining the Mississippi Code of 1972 Annotated ("MCA") under the specific authority of MCA Sections 1-1-103 and 1-1-107.

(b) Pursuant to the RFP, the Committee received and evaluated proposals to publish and maintain the MCA, and by action taken on September 30, 1998, the Publisher was selected to negotiate with the Committee toward a contract to publish and maintain the MCA in accordance with the terms of the RFP and the Publisher's proposal ("Proposal").

(c) The Committee and the Publisher desire to enter this Agreement for the purpose of establishing the terms and conditions for the publication and maintenance of the MCA.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth below, the Committee and the Publisher agree as follows:

1. EDITORIAL DUTIES OF THE PUBLISHER.

1.1 General.

(a) The Publisher shall be responsible for the ongoing publication and maintenance of the MCA, and shall perform and provide all services necessary for the preparation, editorial revision, publication and maintenance of the MCA, in printed, electronic and any other form. Duties of the Publisher shall extend to all MCA publications in whatever form or medium covered by this Agreement.

(b) The Publisher shall bear all editorial, publication and distribution costs associated with the production and maintenance of the MCA, without any contribution, subsidy or expense by the State, or any consideration from the State

other than the consideration provided for in this Agreement.

(c) Upon request of the Committee, the Publisher's editors shall confer with the Committee or Committee Co-counsel, either in Jackson, Mississippi, or at the offices of the Publisher.

1.2 Name of Publication.

The name of the publication shall be the "MISSISSIPPI CODE OF 1972 ANNOTATED".

1.3 Organization, Arrangement and Numbering.

The Publisher shall maintain the organization and arrangement of the current MCA in all supplements and replacement volumes published under this Agreement. In addition, the Publisher shall continue the section numbering system currently in use in the MCA.

1.4 User's Guide.

The Publisher shall provide a User's Guide for the MCA containing instructions for the use of the MCA, which shall be usable and easily understood by both lay and legal professional persons. A User's Guide shall be included in each bound volume of the MCA covering the use of the volume and supplements. A guide for users shall be set out in other parts of the MCA or other publications under this Agreement, as requested by the Committee or Committee Co-counsel.

1.5 Case Annotations.

The Publisher shall compile a complete annotation to each statute appearing in the MCA from all court cases that are available up to the time work is completed on the supplements, volumes designated for replacement or other publications containing annotations required by this Agreement, as the case may be. All case annotations shall include all published opinions of the Mississippi Supreme Court and the Court of Appeals of Mississippi, and all published opinions of the United States Supreme Court and other federal courts that arose in Mississippi and construed Mississippi statutes. References to those annotations shall include both the official publication and the national reporter system reference where available. The form of the annotations shall be subject to the approval of the Committee.

1.6 References.

(a) In addition to the case annotations provided under Paragraph 1.5, the Publisher shall include the following references in the MCA:

(1) Collateral references to American Law Reports, American Jurisprudence 2nd, American Jurisprudence Trials, American Jurisprudence Pleading and Practice, American Jurisprudence Proof of Facts, Corpus Juris Secundum, comparable legislation from other states and the federal government, law reviews and other research aids currently included in the MCA;

(2) Annotations to opinions of the Mississippi Attorney General;

(3) Cross-references to related MCA sections and cross-references to new sections replacing old or repealed sections; and

(4) Any new annotations as determined by the Publisher's editorial staff and approved by the Committee or Committee Co-counsel, or as recommended by the Committee or Committee Co-counsel.

(b) The Publisher shall update all existing references and historical data, and check for continuing validity of any existing references, annotations and editor's notes before publication of the annual supplements and replacement volumes.

1.7 Legislative History.

The Publisher shall insert after each MCA section the source and history of that section, including the number of that section as it appeared in any previous official code. The Publisher also shall insert the public act or acts constituting the source of the section and the amendments or modifications to the section.

1.8 Index.

(a) A new comprehensive General Index ("Index") shall be prepared for publication with the 1999 supplements and shall be updated and published annually thereafter. The Index shall be published in two (2) softcover volumes in a format similar to the current Index. The requirements and specifications for the Index shall be as provided in Exhibit C, which is incorporated into and made a part of this Agreement.

(b) A computer tape of the Index shall be furnished to the Committee on the request of the Committee Co-counsel at no cost to the Committee or the State. This tape is separate from the tape specified in Paragraph 2.7. The reference to "computer tape" in this Paragraph includes tapes, discs or other appropriate technological media.

1.9 Tables.

The Publisher shall prepare and include in the MCA an appropriate table of contents, frontal analysis, and a table showing the distribution of statutes. The Publisher shall publish as a part of the MCA parallel reference tables to the Code of 1930 and the Code of 1942 and current replacement volumes of the MCA, together with tables showing where the public acts for various years appear in the MCA. In addition, the Publisher shall include such additional reference tables as the Publisher determines to be appropriate with the approval of the Committee, or as requested by the Committee.

1.10 Constitutions of the United States and the State of Mississippi.

The Publisher shall include in the MCA the Constitution of the United States and the Constitution of the State of Mississippi, with appropriate annotations and references to those Constitutions in all respects conforming to the statutory annotations set forth in Paragraphs 1.5 and 1.6; however, annotations to the United States Constitution for federal court cases need only refer to those cases that arose in the State of Mississippi. The Publisher shall prepare separate indices for each Constitution.

1.11 Limitations of Editorial Changes.

(a) In performing editorial services, the Publisher shall not alter the sense, meaning or effect of any statute, but shall copy the exact language of the text of those statutes as it appears in the public acts. However the Publisher may substitute the proper MCA section number, chapter number or other number or designation for the terms "Section ___ of this act," "this act," and similar words or phrases that appear in the public acts. In addition, upon notice from the Committee Co-counsel that the Committee has made any changes to the statutory text under the authority of MCA Section 1-1-109, the Publisher may make those changes to the statutory text for publication in the MCA.

(b) The Publisher shall call to the attention of the Committee Co-counsel any MCA sections that it believes may have been repealed by implication either by judicial action or by enactment of subsequent legislation or that it believes are obsolete or unconstitutional. The Publisher shall take only such action with respect to those sections as the Committee Co-counsel may approve.

1.12 Summaries of Editorial Changes.

The Publisher shall:

(a) Provide to the Committee Co-counsel before the supplements are published, in memorandum or other summary form, a listing and description of any significant editorial changes made in the public acts and in existing supplement or bound volume material, and a disposition table or chart indicating the placement and treatment of public act material;

(b) Provide the Committee with a listing of proposed new entries in the General Index each year, listed by the topics and subtopics under which they will be entered, and also listed by the MCA sections that are being referenced. These lists must be provided to the Committee Co-counsel at a reasonable time before printing of the Index, to allow the Committee Co-counsel adequate time to review the proposed new entries before the Index is published;

(c) Provide to the Committee Co-counsel before the CD-ROM is distributed, in memorandum or other summary form, a listing and description of any significant changes that are made in the MCA material and any significant changes that are made in the functions or capabilities of the operating software of the CD-ROM.

1.13 Editor's Qualifications.

All editors and indexers involved in the preparations of upkeep materials for the MCA, other than copy editors and index technicians, shall be lawyers. As used in this Paragraph, "lawyer" means a graduate of an accredited law school admitted to the practice of law in one or more jurisdictions. All copy editors and index technicians must have been appropriately trained and must be supervised by lawyer editors. The Publisher shall designate one (1) lawyer editor for primary editorial responsibility of the MCA.

1.14 Documents Incorporated.

The Publisher agrees to perform the duties and obligations described in the RFP, as amended through August 5, 1998, and the Proposal, which are incorporated into this Agreement by reference and attached as Exhibits A and B; however, the Committee is not bound by any provision of the Proposal. If there is any actual conflict, the documents shall govern in the following order:

- (a) This agreement;
- (b) RFP amendments;
- (c) The RFP;
- (d) The Proposal.

2. PUBLICATION DUTIES OF THE PUBLISHER.

2.1 General.

The Publisher shall provide all printing and distribution services necessary to publish and distribute the MCA and all other publications described in this Agreement, in printed, electronic and any other form. The Publisher shall secure all materials needed to compile the MCA, except copies of legislative acts and any computer tapes furnished by the Committee. The Publisher agrees to maintain at all times an adequate staff and adequate publishing and distribution facilities necessary to carry out its duties under this Agreement.

2.2 Supplements.

(a) Unless the Committee otherwise directs, the Publisher shall prepare, publish and distribute the supplements to the MCA beginning in 1999 and succeeding years within ninety (90) days after receipt by the Publisher of all legislative enactments from the previous regular or extraordinary session of the Legislature, including the computer tapes or other appropriate electronic form of the enactments. The Committee Co-counsel shall advise the Publisher by December 15 of each year in what form the enactments will be sent to the Publisher.

(b) The Publisher also shall prepare and provide to the Committee two (2) bound copies of the annual supplements without cost. These copies of the supplements are to be grouped into volumes and bound with hard covers to provide volumes of reasonable size in a manner similar to the binding of law reviews or similar publications.

2.3 Replacement Volumes.

(a) By October 31 of each year, the Publisher shall recommend a schedule of replacement volumes to the Committee for its approval. By no later than December 1 of each year, the Publisher shall schedule for publication replacement volumes as recommended to and approved by the Committee. The Publisher shall consult with the Committee Co-counsel for suggestions before submitting its recommendations.

(b) If the content or arrangement of a volume proposed as a replacement volume is different from the content or arrangement of the volume to be replaced, the changes shall be specified by the Publisher and approved by the Committee. The present style of numbering volumes shall be continued, unless a change is authorized by the Committee. The Committee also reserves the right to change volumes to be replaced if circumstances, such as legislative actions, make those changes desirable.

(c) The Publisher, through an experienced editorial staff, shall review material in each volume before its replacement and refer to the Committee or Committee Co-counsel the laws in such volume that it considers to be archaic, obsolete or unconstitutional. Any other archaic or obsolete research references or annotations shall be removed before replacement, with the approval of the Committee.

(d) The Publisher shall possess sufficient production capacity to provide other replacement volumes in a timely manner as directed by the Committee. Those volumes shall match the current publication in materials and form as closely as possible. The publication of all replacement volumes and their retail prices require the prior approval of the Committee.

2.4 Advance Sheets.

(a) The Publisher shall prepare and distribute Advance Sheets to the laws of Mississippi. The Publisher shall issue Advance Sheets periodically to the subscribers during a regular legislative session and after an extraordinary legislative session unless otherwise directed by the Committee Co-counsel. The Advance Sheets shall be softcover pamphlets containing all public acts, and shall be substantially in the form as the current Advance Sheets.

(b) The purpose of the Advance Sheets is to provide the most timely legislative information possible, and the Publisher shall take all reasonable steps necessary to assure the achievement of that purpose. The Publisher shall produce no fewer than three (3) Advance Sheets annually, and shall deliver the final Advance Sheet within thirty (30) days after receipt of the last enactment of a session of the Legislature and the computer tapes containing the last enactment, unless otherwise directed by the Committee.

(c) The minimum content requirements of the Advance Sheets are as follows:

(1) Cumulative summaries of important legislation, written by the Publisher's editorial staff;

(2) Cumulative subject index based on headings that are in use in the General Index;

(3) Cumulative table of session law chapters, MCA sections and the chapters they affect, with effective dates;

(4) Cumulative table of MCA sections amended, repealed or otherwise affected, in section order, with effective dates;

(5) Cumulative table of House and Senate bills and corresponding session law chapter numbers;

- (6) Text of session law chapters; and
- (7) Toll-free telephone number and fax number and an e-mail address for latest legislative information.

2.5 Advance Code Service.

The Publisher shall provide an Advance Code Service ("ACS") quarterly as a part of the annual update service of the MCA. The ACS shall consist of three (3) softcover cumulative pamphlets spaced evenly between annual supplements. The ACS shall contain all relevant annotations and references in the MCA developed by the Publisher between annual supplements. The ACS also shall include codified versions of any public acts passed at special sessions of the Legislature, if appropriate, errata or other minor changes to the MCA, and other notices.

2.6 CD-ROM.

- (a) The Publisher shall:

- (1) Publish, license and distribute the MCA on a single disc CD-ROM, which shall be the official CD-ROM of the MCA. The Publisher shall render and perform all services necessary for the preparation and publication of the CD-ROM, and shall bear all editorial, publication and distribution costs, without any contribution, subsidy or expense by the State. General requirements for the contents and the publication of the CD-ROM are as stated in Exhibit D, which is incorporated into and made a part of this Agreement.

- (2) Bear sole responsibility to assure that the statutory text and other materials on the CD-ROM are accurate and are in compliance with this Agreement.

- (3) Provide the Committee with a list of the subscribers to the CD-ROM in the same manner as required for the MCA under Paragraph 10.6.

- (b) For the purposes of this Agreement, the term "CD-ROM" includes any succeeding machine-readable disc or other technological medium that becomes the industry standard for the electronic publishing of machine-readable data compilations.

2.7 Computer Tapes.

- (a) After each regular or extraordinary session of the Legislature, the Publisher shall prepare and provide to the Committee machine-readable computer tapes containing an accurate representation of the material contained in the bound volumes of the MCA and its cumulative supplements, as amended in such regular or

extraordinary session, within thirty (30) days after the publication of the supplements from any regular or extraordinary session or at such earlier time as the tapes may otherwise be distributed to search service companies. These computer tapes shall be for the use of the Committee and the Legislature, and shall be provided by the Publisher at no cost to the Committee or the State. The tapes shall be in the form or medium specified by the Committee Co-counsel, and shall be delivered to the Committee as directed by the Committee Co-counsel.

(b) The computer tapes shall contain all editorial revisions and the prior and new materials shall be merged in a continuous format. The elements of this material shall be structured and easily identified to facilitate ease of use in automated systems being used by the Legislature to provide bill drafting, statutory research and other automated services. The physical characteristics of the computer tapes shall be compatible with computer equipment installed by the Legislative Budget Office, and the Publisher shall consult with the Committee, the Committee Co-counsel and the Legislative Budget Office concerning those characteristics. The Publisher shall provide such assistance as may be necessary to enable the Committee to make full use of the computer tapes.

(c) The Committee Co-counsel may specify by written request that either computer tapes with annotations or computer tapes without annotations be provided. The tapes shall become the property of the Committee, and the Committee shall determine the use of the tapes, including transfer of the tapes to a successor publisher to the Publisher, but the tapes shall not be sold or distributed to the public by the Committee. The Committee shall use the contents of the tapes, including the annotations, for internal governmental purposes only.

(d) If requested by the Committee, the Publisher shall provide assistance in making the computer tapes functional for the development of automated information processing capabilities to facilitate any or all aspects of any information system that involves the MCA. That system may include provisions by which the Committee will provide or receive material in a format compatible with the computer processing system to or from the Publisher.

(e) The references to "computer tapes" or "tapes" in this Paragraph or in any other part of this Agreement includes tapes, discs or other appropriate technological media.

2.8 New Mississippi Code Volumes.

(a) The MCA shall include the following new volumes beginning in 1999:

(1) Court Rules Annotated volume, which will contain the Mississippi Court Rules and be fully annotated;

(2) Forms volume, which will contain practice forms. The forms included in this volume shall be solicited from top Mississippi practitioners and shall be both litigation and transactional in nature; and

(3) Mississippi Citator volume, which will contain a substantive *Shepard's*® treatment for each case annotation appearing in the MCA.

(b) The Court Rules Annotated volume and the Mississippi Citator volume shall be single softcover volumes that are updated annually, and the Forms volume shall be bound and updated as determined appropriate by the Publisher. Each of the three (3) volumes shall be included as part of a new complete set of the MCA, and the price for a complete set of the MCA shall include these volumes. Current MCA subscribers may purchase any or all of these new volumes.

(c) The Publisher shall indicate clearly in the invoice provided to MCA subscribers for update services to the MCA that they may subscribe to any of these volumes that they wish, and that they may discontinue their subscriptions to any of these volumes at any time in the future without affecting their subscriptions to the other volumes of the MCA.

2.9 New Legal Publications.

(a) The Publisher shall develop the following new legal publications:

(1) Practice Series, which will be a comprehensive reference tool for Mississippi legal practitioners consisting of a series of volumes covering selected areas of Mississippi law. Every major area of practice shall be covered with direct links and cross-references to the MCA. The Practice Series publications shall be produced for print, CD-ROM and online use; and

(2) Jurisprudence, which will be a compendium of Mississippi law to be used together with the MCA and the Practice Series.

(b) The above publications will not be part of the MCA or the MCA update services, but will be sold separately to subscribers or other purchasers.

2.10 Complimentary CD-ROMs.

(a) The Publisher shall provide complimentary subscriptions and update services to the official CD-ROM for each elected state official, elected state district official, and each member of the Legislature who wishes to receive it. The actual number of those subscriptions shall be provided to the Publisher by the Committee or Committee Co-counsel.

(b) The Publisher also shall provide sufficient complimentary subscriptions and update services to the official CD-ROM for the use of each of the legislative services offices, any other legislative agencies, and the Attorney General's Office. The actual number of those subscriptions shall be provided to the Publisher by the Committee or Committee Co-counsel.

(c) Any elected official and any office or agency receiving a complimentary subscription and update services to the official CD-ROM shall execute a subscription agreement with the Publisher, and shall agree that the official or the persons in the office or agency will use the CD-ROM for governmental purposes only.

2.11 Complementary Codes and Other Services.

(a) Upon request of the Committee, the Publisher shall provide the Committee, at no charge to the Committee or the State, with up to two (2) copies or subscriptions to any or all of the following:

(1) The code or compilation of any other state published by the Publisher in any form published, including, but not limited to, CD-ROM form;

(2) The United States Code Service and the United States Supreme Court Reports, Lawyer's Edition in any form published, including, but not limited to CD-ROM form; and

(3) LEXIS Law Publishing's Federal Solution, which includes all federal circuit and district court cases on CD-ROM.

(b) The Publisher shall update the codes, compilations or services that are provided under this Paragraph in the same manner as provided to subscribers of those codes, compilations or services, at no charge to the Committee or the State.

(c) All use of the CD-ROM or other electronic form of the materials provided to the Committee under this Paragraph is subject to the terms and conditions governing use by subscribers in the Publisher's subscription agreement, as it may be amended. The Committee agrees to execute the then current subscription agreement with the Publisher before using the CD-ROM or other electronic form of the materials.

2.12 Availability of Additional Code Sets or Volumes.

The Publisher shall keep available a reasonable supply of complete sets of the MCA and supplements and individual volumes of the MCA and supplements, to meet the needs or requests of users for purchase or replacement, or shall have the ability to produce and distribute a complete set or any individual volume that is requested for

purchase or replacement within two (2) weeks from the date of the request.

2.13 Publication of Volumes of Specialized Laws.

Upon the request of the Committee, the Publisher shall prepare and publish volumes containing the sections of the MCA pertaining to certain specialized areas of law, such as the election laws, game and fish laws, education laws, banking laws, or tax laws. In addition, at the request of any individual State agency or other entity, the Publisher may publish any volume of a specialized area of law that is not already being published for the Committee, at the expense of the agency or entity making the request.

2.14. Subscriptions.

Any MCA product may be subscribed to separately and does not have to be part of a complete set. In addition, any MCA product that is not subscribed to may be added to a subscription at any time, and any MCA product that is subscribed to may be deleted from the subscription at any time.

2.15 Internet Access to Mississippi Code.

(a) The Publisher shall provide access to the Mississippi Code on the Internet as follows:

(1) The Publisher shall publish an unannotated Mississippi Code on the Publisher's Internet site, at no charge to the Committee or the State. The publisher shall establish a registration process under which each visitor to the site will register before accessing the Code. After the first registration, a password shall be issued to the user to allow return visits to the site without registration each time. There shall be no charge to users for accessing the unannotated Mississippi Code on the Publisher's Internet site. The Publisher shall track usage of the Code on its Internet site, and after each year of publication, the Publisher shall provide usage reports to the Committee with usage and the effect, if any, on subscriptions to the MCA in print and on CD-ROM.

(2) The Publisher shall publish the full MCA on the Publisher's Internet site using the same process as described in item (1) above. Subscribers shall pay a monthly fee and shall be issued a password. Each registrant shall be allowed not fewer than ten (10) visits to the site free of charge, allowing a "preview" of the Mississippi Code in the annotated format. Thereafter, the monthly license fee shall generate a password allowing unlimited access for the month.

(3) The Publisher shall provide links from the unannotated Mississippi Code offered under item (1) above to the full MCA offered under item (2) above. A

subscription-based password shall be issued to allow users access to the full MCA. The same charges as for item (2) shall apply to users of the MCA on the Publisher's Internet site.

(4) The MCA shall be published as part of the LEXIS XChange service, or its successor service, which will provide Internet access to the online publication with browser capability. Access shall be provided to the MCA, Mississippi case law, Mississippi Court Rules and advance legislative services (public acts) for a monthly subscription fee. Subscribers shall be allowed to purchase this service through the Internet using a credit card. In addition to subscriptions, the Publisher shall allow users to purchase single transactions or time-based access.

(5) For any publication on the Internet of the unannotated Mississippi Code or the MCA, the Publisher shall provide appropriate notices of the State's copyright interest. All visitors to the Internet site shall be notified that reproduction of any portion of the unannotated Mississippi Code or the MCA must have the permission of the State. The copyright notice shall appear at the outset of each "session" with the unannotated Mississippi Code or the MCA, and each screen shall display the copyright.

(b) The Publisher has the right to require users of the MCA on the Internet to agree to subscription terms and agreements for such use.

(c) By October 31, 1999, the Publisher shall inform the Committee of the amount of any subsidy that the State would have to provide to the Publisher for each year of the term of this Agreement if the Publisher provided total, unrestricted access to the MCA on the Internet at no charge to the users.

(d) The Publisher shall provide the Committee with the data for an unannotated Mississippi Code to be used on an Internet site maintained by the State, if requested by the Committee.

(e) The Committee shall survey State agencies, departments and officials who receive the MCA to determine if they would prefer to have access to the MCA on the Internet instead of having access by CD-ROM. After the survey is completed, any State agency, department, official or employee who is authorized to receive a complimentary subscription to the official CD-ROM under Paragraph 2.10 shall have the option of being provided access on the Internet to the same data that is contained on the official CD-ROM, at no charge to the user.

2.16 Errata Notices.

The Publisher shall furnish to MCA subscribers and other purchasers errata notices of any substantial publishing errors contained in supplements or replacement volumes, as directed by the Committee Co-counsel. Those notices shall be notations

included in other subscriber publications, notice cards mailed to subscribers, or paste-over correction sheets designed to cover up incorrect material, according to the severity of the error.

3. SPECIFICATIONS.

(a) The Publisher shall publish the MCA in the number of volumes approved in writing by the Committee. The volumes shall continue to be similar to the volumes of the present MCA in style, format, appearance and quality, with the actual size of any particular volume depending upon the statutory provisions deemed advisable to be included in that volume. The final decision as to contents of each volume shall rest with the Committee as communicated by the Committee Co-counsel. Larger or smaller volumes in particular instances may be published with the written approval of the Committee through the Committee Co-counsel.

(b) All sets of the MCA, replacement volumes and supplements shall be made to conform in all respects to existing volumes of the MCA. Materials shall be equal or superior quality to existing volumes in accordance with the RFP and the Proposal.

4. SCHEDULES AND DELIVERY.

4.1 Supplements.

Supplements shall be delivered within ninety (90) days after receipt by the Publisher of all legislative enactments from the previous session of the Legislature. The Committee Co-counsel shall advise the Publisher by December 15 of each year in what form the enactments will be sent to the Publisher.

4.2 Replacement Volumes.

Replacement volumes shall be scheduled as established in writing between the Committee, through the Committee Co-counsel, and the Publisher. Replacement volumes shall be delivered at the same time as, and together with, the annual supplements.

4.3 General Index.

The General Index required by Paragraph 1.8 shall be delivered at the same time as, and together with, the annual supplements.

4.4 Computer Tapes.

The computer tapes described in Paragraphs 1.8 and 2.7 shall be delivered within thirty (30) days after the publication of the supplements from any regular or extraordinary session of the Legislature, as provided in Paragraph 4.1, or at such earlier time as the tapes may otherwise be distributed to search service companies. The tapes for the use of the Committee and Legislature shall be delivered to the Committee as directed by the Committee Co-counsel. The Publisher agrees to provide such assistance as may be necessary to enable the Committee to make full use of the computer tapes.

4.5 Advance Sheets.

The Advance Sheets shall be delivered within thirty (30) days after receipt of the last enactment contained in each volume or pamphlet.

4.6 Advance Code Service.

The Advance Code Service shall be delivered on a schedule approved by the Committee Co-counsel.

5. PRICES.

5.1 Setting of Prices.

Prices for each component of the MCA (e.g., supplements, replacement volumes, complete sets) shall be established for each year of this Agreement by a letter from the Committee, each of which letters shall be incorporated into this Agreement. Prices for each year shall be set by the Committee after consideration of an itemized request for a price change from the Publisher, which shall include information on prices of similar code components in other states from the Publisher and other publishers, projected increases or decreases in the number of pages, industry cost changes as reflected in the Producer Price Index for Book Publishing, Law Books, and other requirements relevant to cost. The Publisher shall provide the Committee with all relevant information relating to a price change.

5.2 Price Changes.

For the initial year during the term of this Agreement, the prices shall be as specified in Exhibit E, which is incorporated into and made a part of this Agreement. After the initial year, price changes may be requested by the Publisher by October 31

of the year preceding the year the change would take effect. The Committee may, in its absolute and sole discretion, approve a price change. The publisher shall not change the price of any component of the MCA without the express authorization of the Committee.

5.3 Government Purchases.

(a) Purchases of the sets of the MCA, supplements, replacement volumes, indexes and Advance Sheets for units of State and local government as required by MCA Sections 1-1-11, 1-1-57 and 1-1-58 shall be made by the Committee on behalf of those units of government.

(b) The Committee shall be entitled to a fifty percent (50%) discount from the regular retail price of any set of the MCA, supplements, index or Advance Sheets, or any individual volumes, replacement volumes, ancillary publications or CD-ROMs.

(c) Any State or State district official, agency, department or institution, any county or county-level official, office or agency, and any municipality or municipal-level official, office or agency that purchases any of the products listed in item (b) above shall be entitled to the same fifty percent (50%) discount on those purchases.

(d) The Committee shall have the right of final determination as to whether a particular unit of government is entitled to the discount provided in this Paragraph. If the Publisher questions a claim for discount, it may consult the Committee Co-counsel in making its decision.

6. COPYRIGHT.

(a) The work of the Publisher on the MCA and other publications covered under this Agreement is work made for hire for the purposes of the copyright laws of the United States, and shall be and remain the sole and exclusive property of the State of Mississippi, acting through the Committee.

(b) All the contents of the MCA, including all supplements and replacement volumes, and those parts of any other publications required by this Agreement or authorized by the Committee that incorporate MCA copyrightable materials, to the extent of such incorporation, shall be copyrighted in the name of the State of Mississippi, acting through the Committee, and all copyrights thereto shall be vested, held, and renewed in the name of the State of Mississippi, acting through the Committee. The copyrights shall cover all copyrightable parts of the MCA in all relevant media, including print and electronic forms (computer tapes, CD-ROMs, online and the Internet).

(c) The publisher shall take all necessary actions to obtain and register a copyright on any new or additional materials prepared for the MCA and other publications in the name of the State of Mississippi, acting through the Committee. In addition, the Publisher shall take all necessary actions to renew any existing copyrights on the MCA and MCA materials in the name of the State of Mississippi, acting through the Committee. The Publisher shall provide evidence of the registration or renewal of all copyrights to the Committee Co-counsel.

(d) The Committee shall be the sole entity of the State that may exercise control over the State's copyright on the MCA and MCA materials.

7. SUPERVISION.

If there is any disagreement as to material to be included in the MCA or as to any codification, annotation or other matter of editorial content, the Publisher shall abide by and follow the decision of the Committee as communicated by the Committee Co-counsel. If there is any other dispute between the Publisher and the Committee concerning publication of the MCA or the Publisher's duties or performance under this Agreement, the decision of the Committee shall prevail.

8. EXCLUSIVE RIGHT TO PUBLISH AND SELL.

(a) The Committee grants to the Publisher for the term of this Agreement the exclusive right of publication, sale, distribution and license of the MCA, individual volumes, supplements, replacement volumes, indexes, Advance Sheets, ancillary publications and CD-ROMs, within and outside the State, in all forms and media as authorized in this Agreement, all in accordance with the terms and provisions of this Agreement, subject to the right of termination contained in Section 9. Publication shall include publication in all relevant media, printed or electronic, but the Committee reserves the right to allow state agencies, reviewers, holders of legal seminars, or other similar users to reproduce portions of the MCA, and also reserves the right of exchange, through reciprocity, of complete printed bound sets of the MCA for complete sets of codes or statutes of other states, and territories, tribes, and the federal government.

(b) Computer tapes may be provided only to search service companies, such as West Group with WestLaw or LEXIS-NEXIS, or a similar operation. Tapes shall be licensed on an equal basis to any search service company for online services only; however, the Publisher shall not be required to sell tapes for the purpose of placing material on the Internet.

(c) Any publication of the MCA or portions of the MCA shall identify it as

the "Mississippi Code of 1972 Annotated" or "MCA" without any additional qualifier or name that would indicate to a user that the MCA is not a State copyrighted publication, and shall include notice of the State's copyright.

9. TERMINATION AND PENALTIES.

9.1 Termination for Cause.

(a) The Committee may terminate this Agreement for cause whenever the Committee determines that the Publisher has failed to perform one (1) or more of its contracted duties and responsibilities in a timely and proper manner or in a manner satisfactory to the Committee, or if the Publisher fails to adhere to any of the terms of this Agreement, and the Publisher is unable to cure the failure within a reasonable period of time as specified by the Committee. This termination shall be known as "termination for cause."

(b) If there is termination for cause as provided by this Paragraph, the Committee may procure, upon such terms and in such manner as the Committee deems appropriate, services similar to those terminated, and the Publisher shall be liable to the State for any excess costs for those similar services. In addition, the Publisher shall be liable to the State for administrative costs or other damages incurred by the Committee in procuring those similar services. The Committee agrees to negotiate in good faith to procure those similar services at a reasonable cost.

(c) The rights and remedies of the State provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. Notwithstanding the above, the Publisher shall not be relieved of its liability to the State for damages sustained by virtue of breach of this Agreement by the Publisher.

9.2 Termination for Convenience.

(a) The Committee may terminate this Agreement for convenience without cause by giving written notice to the Publisher at least one hundred twenty (120) days before the effective date of the termination, if for any reason the Committee determines, in its sole discretion, that the termination is in the best interest of the State.

(b) If the Committee terminates this Agreement for convenience, it shall allow the Publisher to complete and sell publications previously authorized and begun as of the date of notice of termination. In addition, the Committee agrees to license MCA material to the Publisher for electronic publication until such time as a successor publisher begins providing electronic publication of the MCA.

9.3 Penalties.

(a) The failure of the Publisher to deliver the supplements within ninety (90) days as required by Paragraphs 2.2 and 4.1, or to deliver the computer tapes within thirty (30) days as required by Paragraphs 2.7 and 4.4, or to deliver the Advance Sheets within thirty (30) days as required by Paragraphs 2.4 and 4.5, shall give rise to an additional discount on purchases of the MCA, supplements, individual volumes, replacement volumes, index volumes, Advance Sheets and ancillary publications by the State and any entity entitled to the fifty percent (50%) discount under Paragraph 5.3. Unless waived by the Committee, the amount of the additional discount shall be equal to one percent (1%) of the price to the general public for each of those MCA products for each period of three (3) working days or less by which delivery of the supplements, computer tapes or Advance Sheets is later than the 90th day or the 30th day, as the case may be. The additional discount shall be in effect through the end of the calendar year in which the failure to meet the deadline occurs.

(b) (1) As an alternative to termination of this Agreement for cause under Paragraph 9.1, whenever the Committee determines that the Publisher has failed to perform one (1) or more of its contracted duties and responsibilities in a timely and proper manner or in a manner satisfactory to the Committee, or if the Publisher fails to adhere to any of the terms of this Agreement, and the Publisher is unable to cure the failure within a reasonable period of time as specified by the Committee, the Committee may impose a monetary penalty on the Publisher. The amount of the monetary penalty imposed shall be determined by the Committee on the basis of the severity of the failure of the Publisher, but shall not exceed the total amount that the State pays the Publisher for the purchase of the sets of the MCA, supplements, replacement volumes, indexes and Advance sheets for units of State and local government as required by MCA Sections 1-1-11, 1-1-57 and 1-1-58 for the current fiscal year.

(2) Before the Committee may impose any monetary penalty on the Publisher under item (b) of this Paragraph, the Committee first shall notify the Publisher in writing of the nature of the failure involved, and shall give the Publisher a reasonable period of time to cure that failure. If the Publisher does not cure the failure within the period of time specified by the Committee, then the Committee may impose a monetary penalty on the Publisher as provided in item (b)(1) above. The Committee shall allow the Publisher a hearing before the Committee before a monetary penalty is imposed, if requested by the Publisher.

9.4 Force Majeure.

Performance of any duty on the part of the Publisher may be excused by the Committee in its sole discretion if it determines in writing that the performance of the specified duty was prevented by fire, strike, flood, war, act of God or other circumstances beyond the control of the Publisher.

10. MISCELLANEOUS.

10.1 Term.

This Agreement shall take effect October 14, 1998, and shall remain in effect until October 14, 2002, unless terminated earlier pursuant to Section 9. The Committee retains an option to renew this Agreement for a four-year term after October 14, 2002, and retains an option to renew this Agreement on a year-to-year basis after October 14, 2006.

10.2 Amendments.

This Agreement may be amended from time to time. All of those amendments shall be made in writing, and shall become effective only upon the approval of a majority of the Committee.

10.3 Contract Cannot be Assigned.

The Publisher shall not assign, delegate or subcontract this Agreement or any part of this Agreement without the prior written consent of the Committee.

10.4 Counterparts.

This Agreement may be executed in two (2) counterparts, each of which shall constitute an original, but both of which taken together shall constitute only one (1) instrument.

10.5 Headings.

Section and paragraph headings in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

10.6 Subscriber Information.

The Publisher shall furnish the Committee on an annual basis with the number of subscribers to the MCA. The Publisher also shall furnish the Committee with a listing of persons or entities subscribing to the MCA, upon request of the Committee or Committee Co-counsel. The subscriber list shall be furnished in both printed form and in a data processing medium reasonably designed to facilitate use by the Committee. The Publisher agrees that the Committee may furnish the subscriber list

to any successor publisher to facilitate a transition between publishers and waives any rights in the subscriber list to the contrary. The Committee agrees not to use the subscriber list for purposes of marketing any product competing with the MCA or any MCA product.

10.7 Financial Responsibility.

The Publisher shall submit satisfactory evidence to the Committee Co-counsel of its compliance with the requirement to obtain a One Million Dollar (\$1,000,000.00) performance bond, and of the approval of the bond by the Mississippi Attorney General.

10.8 Marketing.

The Publisher shall provide sufficient sales personnel within the State to market the MCA. The Publisher shall market the MCA with effective advertising and promotion of the publication.

10.9 Subscriber Assistance.

(a) The Publisher shall maintain a toll-free telephone number and fax number and an e-mail address at which MCA subscribers and other purchasers may consult the Publisher concerning billing, editorial, or index questions. The Publisher also shall provide postage paid response and suggestion cards similar to those currently in use for the convenience of subscribers and other purchasers.

(b) The Publisher shall annually provide the Committee with a summary of problems reported to it concerning the MCA.

10.10 Duties Upon Termination or Expiration.

If this Agreement is terminated pursuant to Section 9 or expires pursuant to Paragraph 10.1, the Publisher shall cooperate in any transition to a successor publisher. In addition to the specific provisions regarding transfer of computer tapes, the Publisher shall negotiate in good faith with any successor publisher for the transfer of any existing inventory and shall otherwise cooperate with the Committee concerning the transfer.

10.11 Indemnification.

(a) The Publisher agrees to protect, indemnify, save and hold harmless the

Committee, the State, all State agencies, departments, boards, commissions and institutions, and all officers, agents, servants and employees of the State, from any and all claims, demands, damages, judgments, and liability arising directly or indirectly out of this Agreement, and from any and all costs, expenses and attorneys' fees (including costs of work done by the Mississippi Attorney General or his designees) incurred as a result of any claim, demand, lawsuit or cause of action; however, the Publisher shall not be responsible for any claim, demand, damage, judgment or liability arising from the negligent or willful conduct of the Committee or the State.

(b) The Committee or the State shall not be liable to any third party who is licensed to use any computer tape or CD-ROM of the MCA. The Publisher shall save and hold the Committee and the State harmless from any and all claims, demands, damages, judgments, and liability arising directly or indirectly out of the use of any computer tape or CD-ROM of the MCA, including the use of any computer tape that the Publisher has provided to the Committee; however, the Publisher shall not be responsible for any claim, demand, damage, judgment or liability arising from the negligent or willful conduct of the Committee or the State.

(c) The Committee shall give the Publisher written notice of any such claim, demand or lawsuit, if the Committee is notified first, and full right and opportunity to conduct the Publisher's defense of the claim, demand or lawsuit. However, the Committee does not accord to the Publisher, through its attorneys, any rights to represent the Committee, the State, any State agency, department, board, commission or institution, or any officer, agent, servant or employee of the State, in any legal matter.

10.12 Non-Discrimination.

No person on the grounds of handicap, age, race, color, religion, sex, national origin or any other classification protected by federal or Mississippi constitutional or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the Publisher under this Agreement or in the employment practices of the Publisher. The Publisher, upon request, shall show proof of such non-discrimination and shall post in conspicuous places, available to all employees and applicants, notices on non-discrimination.

10.13 Interpretation and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and any dispute under this Agreement shall be resolved according to the laws of the State of Mississippi. Any legal proceedings against the State regarding this Agreement shall be brought in the judicial or administrative forum in the State that has appropriate jurisdiction.

10.14 Prohibited Payments.

The Publisher warrants that no part of the total Agreement amount shall be paid directly or indirectly to an employee or an official of the State as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Publisher in connection with any work contemplated or performed under this Agreement.

10.15 Maximum Liability.

Notwithstanding any provision in this Agreement to the contrary, in no event is the State or the Committee financially responsible to the Publisher under this Agreement.

IN WITNESS WHEREOF, the Committee and the Publisher have caused this Agreement to be duly executed and delivered in the City of Jackson by their duly authorized officers on the dates noted below.

LEXIS LAW PUBLISHING

THE STATE OF MISSISSIPPI

BY:

BY:

Christine Durman,
General Manager
LEXIS Law Publishing

Tim Ford, Chairman
Joint Legislative Committee on
Compilation, Revision and
Publication of Legislation

Witness: Leigh R. Trippe

Witness: Ronald M. Frith

Date:

Witness: William A. Neely, Jr.

Date:

EXHIBIT A

*Request for Proposals (RFP)
issued by the
Joint Legislative Committee on Compilation,
Revision and Publication of Legislation
Dated August 5, 1998*

EXHIBIT B

*Proposal
submitted by LEXIS Law Publishing
in response to the RFP*

EXHIBIT C

GENERAL INDEX

(a) The Publisher shall publish the General Index in two (2) softcover volumes, each consisting of approximately 1,100 pages in a double column format.

(b) The General Index shall include entries to all statutory material as well as the Constitutions of Mississippi and the United States, and the Mississippi Supreme Court Rules. The Index shall be updated and replaced each year after each regular session of the Legislature, and shall include enhancements and improvements resulting from suggestions by users and revisions by the Publisher's indexing staff.

(c) The specifications for the General Index are:

(1) Entries shall be produced by an actual reading of the body of the MCA text and other material, not merely from headings or descriptions. The Publisher's indexers shall read each MCA section to determine what the section is about, and to identify its main points. To best anticipate where an index user would look for material, the indexer shall use legal vocabulary, legal research experience, knowledge of the way in which lawyers think, and listening/observation skills.

(2) All sections of the MCA and other appropriate material shall be separately indexed. Blanket references may be used only where a group of sections includes the same general subject matter, or where separate indexing of each section would serve no useful purpose. The Publisher shall limit blanket references to ten (10) sections or where the actual MCA sections do not exceed five (5) pages of the MCA.

(3) All major headings used in the MCA shall be represented, but the Index shall not be a mere alphabetical arrangement of those headings. The Publisher's indexers shall break down the large divisions employed by the compilers and arrange index lines under such group headings as a user may reasonably expect to look for in an index prepared in an alphabetical and topical system. Major headings shall be derived from the statutory language of the MCA and the terminology commonly used in the courts and in the legal profession. In addition, the Publisher shall make every effort to use common legal terminology, popular names, and customer suggestions as index headings.

(4) Headings, subheadings, lines, and sublines under the headings are to be alphabetically and topically arranged. The Publisher shall employ the "topical approach" and the "descriptive word" approaches to indexing. The topical approach follows the organization of the MCA. The descriptive word approach uses non-legal terms and popular names to describe legal terminology. The result should be a user-friendly index for both the lawyer and non-lawyer.

(5) A subject shall be indexed under each descriptive word either by major heading or a cross-reference when it may be reasonably indexed under more than one (1) descriptive word.

(6) The lines under each heading shall begin with a descriptive word, so as to be readily located without necessitating a reading or scanning of all entries under the heading. The Publisher shall make every entry begin with a line that flows logically, i.e., follows in a common sensible way, from the line that precedes it.

(7) Popular names of acts shall be included in the Index when known or found by the Publisher, or when directed by the Committee Co-counsel. In addition, the Publisher shall provide a separate Popular Name/Short Title Index, which shall appear at the beginning of the General Index. The Publisher shall incorporate popular names as main headings if it is a "viable avenue of inquiry," and an index user may reasonably expect to look for it in an index.

(8) The Publisher shall avoid split treatment and incomplete treatment. Split treatment is placing different MCA sections for the same topic under multiple main headings. Incomplete treatment is a situation where a main heading for a particular topic does not contain everything in the MCA about that topic. The Publisher shall complete main headings by way of cross-references.

(9) Adequate cross-references shall be made where matter under one (1) heading might reasonably be expected to be under another heading, and where a heading consists of an expression for which there is a common synonym. The Publisher shall take adequate precautions to see that all cross-references correctly refer to the place intended and are not of the "dead end" or "double jump" type, leading either to nothing at all or to just another cross-reference.

(10) Cross-references shall correctly refer to the place in the Index at which a user may find references to the MCA, Constitution, and various Court Rules. Cross-references shall have determinate group section references commonly referred to as "string-cites." The "five-section rule" shall be used to direct the index user to headings with index entries covering five (5) or more sections. This rule is further refined to eliminate the cross-reference where an act, title or chapter is only a few pages in length. This "refined rule" will allow the index user to go straight to the MCA.

(11) Repealed laws shall be deleted from the Index, and entries to new laws and to amended laws shall be integrated in each updated, revised and reprinted Index.

(12) The paper used for the Index shall be as agreed by the Committee and the Publisher.

(13) The Publisher shall maintain and publicize a toll-free telephone number, fax number and e-mail address for access to its indexers, and also shall provide postage-paid postcards in each Index volume for comments and suggestions by users.

EXHIBIT D

CD-ROM PRODUCT

1. Contents.

(a) The Publisher shall publish, license and distribute a single disc CD-ROM product, which shall contain each of the following in separate databases:

- (1) The MCA (including the Mississippi and United States Constitutions);
- (2) The MCA General Index;
- (3) The Mississippi Advance Sheets;
- (4) Opinions of the Mississippi Attorney General;
- (5) Mississippi judicial decisions;
- (6) The Mississippi Court Rules Annotated;
- (7) The Forms volume; and
- (8) The Mississippi Citator volume.

(b) All material on the CD-ROM shall comply with the requirements of the Agreement and shall have been approved by the Committee or Committee Co-counsel. Any proposed additions to the CD-ROM shall be discussed in advance with the Committee.

(c) The software required for search and retrieval of the databases, along with various control files and installation software, shall be included on the CD-ROM. A set of training databases containing statutes and judicial decisions shall be stamped on the CD-ROM to facilitate self-instruction.

2. Updates.

The CD-ROM shall be updated at least quarterly with the most recent changes in the materials contained on the CD-ROM. These updates shall be replacement discs, with no exchange of discs required. In addition, the CD-ROM shall include Online Connection, at no extra charge to the user, which shall provide a link with LEXIS to an online update file for Mississippi.

3. Technology.

The entire body of materials required to be included on the CD-ROM shall be stamped on a single CD-ROM platter using a special compression process called "underhead" technology, or similarly effective technology.

4. Search capabilities.

(a) The materials required to be included on the CD-ROM shall be loaded onto the CD-ROM platter as separate databases so that the databases can be searched together or individually.

(b) Every word in the databases shall be searchable including short words normally not searchable by other software products. The CD-ROM shall allow for both boolean searching (AND, OR, NOT) as well as proximity searching (a search term within a specific range of another search term).

(c) The information in each database shall be broken down into fields or segments to allow searches to be restricted to certain parts of the database for more precise recall. In the MCA, some example fields would be: text, annotations, and statutes catchlines. In the judicial decisions database, some example fields would be: court, judges, case date, and case text, and in the Court Rules: annotations, rules catchlines and rules text.

5. Hypertext capability.

(a) In addition to the full text search capability, the Publisher shall provide hypertext links in the databases to allow rapid cross referencing to related materials.

(b) In the MCA, each frontal analysis (listing of inclusive titles, chapters, sections, etc.) shall contain links to the subservient material. Internal references from within a statute or a cross reference note shall be linked to those referenced MCA sections.

(c) Links shall be provided across databases (i.e., between the MCA and the judicial decisions). A reference to an MCA section from within a judicial decision shall contain a link allowing access to that section, and a reference to a judicial decision from an annotation of the MCA shall contain a direct link to the full text of that judicial decision.

6. Other features.

The CD-ROM shall include an electronic cut and paste capability to allow the

user to extract small or large passages of information from the disc and save them in a generic word processing format that can be imported into Word Perfect, Microsoft Word and WordStar.

7. Documentation.

(a) Documentation shall be supplied to each subscriber of the CD-ROM. The documentation shall consist of a User's Guide, a Quick Reference Card, and a periodic newsletter (collectively referred to as "Documentation").

(b) The User's Guide shall provide the user step-by-step instructions together with examples to be performed by users at their own computers. The User's Guide shall be designed to be used with a set of training databases consisting of cases and statutes that are also stamped on the disc.

(c) The Quick Reference Card shall include frequently used commands and search examples.

(d) All of the above Documentation together with the disc will be packaged as a softbound set. Updates to the User's Guide and Quick Reference Card shall be issued as a set of instructions or as a bound supplement.

8. Sales and marketing.

(a) The Publisher shall provide sales personnel adequate to promote the CD-ROM product to the courts, government agencies, law libraries, law firms, members of the Mississippi Bar, legal assistants and other potential subscribers.

(b) The Publisher shall issue press releases announcing the CD-ROM service and shall advertise the service in law publications.

(c) The Publisher shall distribute information concerning the CD-ROM product by direct mail to potential subscribers.

9. Training and support.

(a) Training shall be provided by a qualified CD-ROM training and support representative of the Publisher. Subscribers to the Mississippi CD-ROM service(s) shall be entitled to an initial complimentary training session.

(b) Training shall be provided for State government subscribers by state government employees designated by the Committee who will be trained by the Publisher. The Publisher shall train up to twelve (12) such designees during one (1)

training session, and it shall provide CD-ROM discs necessary for training at no cost to the State. The training shall occur within thirty (30) days of receipt by the Publisher of a written request by the Committee or Committee Co-counsel. Thereafter, LEXIS Law Publishing shall train an additional twelve (12) designees and provide CD-ROM discs necessary for training annually at no cost to the State.

(c) A group of knowledgeable, experienced professionals shall handle CD-ROM support calls associated with any aspect of the service by a toll-free telephone line, toll-free fax line and e-mail.

10. Requisite hardware.

An IBM or compatible personal computer is required to operate the system. Although not required, the Publisher generally recommends the use of a personal computer that has at least an 80386 computer chip or higher. The machine should have at least 8 Megabytes of memory. The system will operate with Windows 3.1 or higher. A CD-ROM reader that reads ISO 9660 format and connects to the user's personal computer is also required.

11. Local area networks.

The Publisher shall support the CD-ROM product in multiple user environments using several third party software products including, but not limited to, Novell 3.x and 4.x. The Publisher shall use all best efforts to provide a range of solutions to users who have local area networks.

12. Schedule.

The first publication of the required materials on CD-ROM under this Agreement shall be after January 1, 1999. The CD-ROM disc shall be updated as described in Section 2 of this Exhibit.

EXHIBIT E

**1999 PRICE LIST
LEXIS LAW PUBLISHING
MISSISSIPPI CODE OF 1972 ANNOTATED**

| <u>Printed Bound Volumes</u> | <u>State Price</u> | <u>General Public Price</u> |
|-------------------------------------|---------------------------|------------------------------------|
| Complete Code Sets | \$225.00 | \$550.00 |
| Individual Volumes | \$ 12.00 | \$ 24.00 |
| Complete Supplement Sets | \$ 37.50 | \$ 75.00 |
| Individual Supplements | \$ 4.00 | \$ 8.00 |
| Advance Sheets | \$ 5.00 | \$ 10.00 |
| Replacement Volumes | \$ 12.00 | \$ 24.00 |
| General Index | \$ 14.75 | \$ 29.50 |

Annual Database Update and Maintenance: No Charge to the State

| <u>CD-ROM</u> | <u>State Price</u> | <u>General Public Price</u> |
|---|---------------------------|------------------------------------|
| Per copy, single user, official CD-ROM | \$300.00 * | \$600.00 |

| <u>New Products</u> | <u>State Price</u> | <u>General Public Price</u> |
|-----------------------------------|---------------------------|------------------------------------|
| Advance Code Service | \$ 11.25 | \$ 22.50 |
| Mississippi Court Rules Annotated | \$ 12.50 | \$ 25.00 |
| Mississippi Citator | \$ 15.00 | \$ 30.00 |
| Forms Volume | \$ 17.50 | \$ 35.00 |

| <u>Internet Services</u> | <u>State Price</u> | <u>General Public Price</u> |
|---|----------------------------|------------------------------------|
| MCA access (Paragraph 2.15(a)(2) & (3)) | \$ 87.50 (\$ 7.30/mo.) | \$175.00 (\$14.60/mo.) |
| LEXIS XChange service (Paragraph 2.15(a)(4)) | \$780.00 (\$ 65.00/mo.) | \$780.00 (\$ 65.00/mo.) |

* The Publisher agrees to provide complimentary subscriptions to the CD-ROM products as required by this Agreement. The price provided for CD-ROMs in this Exhibit is for additional copies only. All complimentary subscriptions will be provided as required by this Agreement.

August 12, 2002

Ms. Leigh R. Trippe, Senior Director
Government Relations & Contracts
LexisNexis
701 E. Water St.
Charlottesville, VA 22902

Dear Ms. Trippe:

This letter is to inform Matthew Bender and Company, Inc., that the Mississippi Joint Legislative Committee on Compilation, Revision and Publication of Legislation (Joint Committee) met on May 16, 2002, in Jackson, Mississippi. At that meeting, the Joint Committee exercised its option to renew the Agreement for Publication of the Mississippi Code of 1972 Annotated (Agreement) with LexisNexis, dated October 14, 1998, pursuant to Section 10.1 of the Agreement.

The Joint Committee approved the renewal of the Agreement for another four-year term ending October 14, 2006. All terms and conditions of the Agreement will remain in full force and effect for the new four-year term, except for Section 10.1 of the Agreement, which the Joint Committee revised to read as follows:

"10.1 Term.

This Agreement shall take effect October 14, 1998, and shall remain in effect until October 14, 2002, unless terminated earlier pursuant to Section 9. The Committee retains an option to renew this Agreement for a four-year term after October 14, 2002. In addition, after October 14, 2006, the Committee retains an option to renew this Agreement for additional terms, with any such term not to exceed four (4) years in length. This Agreement shall remain in effect during the period of any term for which the committee has renewed this Agreement, unless terminated earlier pursuant to Section 9."

Sincerely yours,

Tim Ford, Chairman
Joint Legislative Committee on Compilation,
Revision and Publication of Legislation

August 15, 2007

Honorable Leigh R. Trippe, Vice-President
Government Relations & Contracts
LexisNexis
701 E. Water Street
Charlottesville, VA 22902

Dear Ms. Trippe:

This letter is to inform Matthew Bender and Company, Inc., that the Mississippi Joint Legislative Committee on Compilation, Revision and Publication of Legislation (Joint Committee), in its meeting on May 31, 2006, in Jackson, Mississippi, exercised its option to renew the Agreement for Publication of the Mississippi Code of 1972 Annotated (Agreement) with LexisNexis, dated October 14, 1998, pursuant to Section 10.1 of the Agreement.

The Joint Committee approved the renewal of the Agreement for another four-year term ending October 14, 2010. All terms and conditions of the Agreement will remain in full force and effect for the new four-year term.

Sincerely yours,

Amy Tuck, Chairman
Joint Legislative Committee on Compilation,
Revision and Publication of Legislation

November 19, 2010

Honorable Anders P. Ganten, Senior Director
Government Content Acquisition
LexisNexis
701 E. Water Street
Charlottesville, VA 22902

Dear Mr. Ganten:

This letter is to inform Matthew Bender and Company, Inc., that the Mississippi Joint Legislative Committee on Compilation, Revision and Publication of Legislation (Joint Committee), in its meeting on September 30, 2010, in Jackson, Mississippi, exercised its option to renew the Agreement for Publication of the Mississippi Code of 1972 Annotated (Agreement) with LexisNexis, dated October 14, 1998, pursuant to Section 10.1 of the Agreement.

The Joint Committee approved the renewal of the Agreement for two (2) years ending October 14, 2012. All terms and conditions of the Agreement will remain in full force and effect for the two-year term.

Sincerely yours,

William J. McCoy, Chairman
Joint Legislative Committee on Compilation,
Revision and Publication of Legislation

September 4, 2012

Honorable Anders P. Ganten, Senior Director
Government Content Acquisition
LexisNexis
701 E. Water Street
Charlottesville, VA 22902

Dear Mr. Ganten:

This letter is to inform Matthew Bender and Company, Inc., that the Mississippi Joint Legislative Committee on Compilation, Revision and Publication of Legislation (Joint Committee), in its meeting on August 16, 2012, in Jackson, Mississippi, exercised its option to renew the Agreement for Publication of the Mississippi Code of 1972 Annotated (Agreement) with LexisNexis, dated October 14, 1998, pursuant to Section 10.1 of the Agreement.

The Joint Committee approved the renewal of the Agreement for two (2) years ending October 14, 2014. All terms and conditions of the Agreement will remain in full force and effect for the two-year term.

Sincerely yours,

Philip Gunn, Chairman
Joint Legislative Committee on Compilation,
Revision and Publication of Legislation

August __, 2014

Honorable Anders P. Ganten, Senior Director
Government Content Acquisition
LexisNexis
701 E. Water Street
Charlottesville, VA 22902

Dear Mr. Ganten:

This letter is to inform Matthew Bender and Company, Inc., that the Mississippi Joint Legislative Committee on Compilation, Revision and Publication of Legislation (Joint Committee), at its meeting on July 24, 2014, in Jackson, Mississippi, exercised its option to renew the Agreement for Publication of the Mississippi Code of 1972 Annotated (Agreement) with LexisNexis, dated October 14, 1998, pursuant to Section 10.1 of the Agreement.

The Joint Committee approved the renewal of the Agreement for four (4) years ending October 14, 2018. All terms and conditions of the Agreement will remain in full force and effect for the four-year term.

Sincerely yours,

Philip Gunn, Chairman
Joint Legislative Committee on Compilation,
Revision and Publication of Legislation

September ___, 2018

Honorable Anders P. Ganten
Senior Director Government & Corrections
LexisNexis
701 E. Water Street
Charlottesville, VA 22902

Dear Mr. Ganten:

This letter is to inform Matthew Bender and Company, Inc., that the Mississippi Joint Legislative Committee on Compilation, Revision and Publication of Legislation (Joint Committee), at its meeting on August 14, 2018, in Jackson, Mississippi, exercised its option to renew the Agreement for Publication of the Mississippi Code of 1972 Annotated (Agreement) with LexisNexis, dated October 14, 1998, pursuant to Section 10.1 of the Agreement.

The Joint Committee approved the renewal of the Agreement for four (4) years ending October 14, 2022. All terms and conditions of the Agreement will remain in full force and effect for the four-year term.

Sincerely yours,

Philip Gunn, Chairman
Joint Legislative Committee on Compilation,
Revision and Publication of Legislation

**AMENDMENTS TO THE AGREEMENT FOR PUBLICATION BETWEEN LEXIS-NEXIS AND
THE JOINT LEGISLATIVE CODE COMMITTEE, DATED OCTOBER 14, 1998**

(1) **AMEND** by deleting the following provisions in their entirety:

- **SECTION 2.6 CD-ROM.**
- **SECTION 2.10 Complimentary CD-ROMs.**
- **EXHIBIT D - CD-ROM PRODUCT**

(2) **AMEND FURTHER** by amending the following provisions as indicated:

- **1.12 Summaries of Editorial Changes.**

The Publisher shall: [...]

~~(e) Provide to the Committee Co-counsel before the CD-ROM is distributed, in memorandum or other summary form, a listing and description of any significant changes that are made in the MCA material and any significant changes that are made in the functions or capabilities of the operating software of the CD-ROM.~~

- **2.9 New Legal Publications.**

(a) The Publisher shall develop the following new legal publications:

(1) Practice Series, which will be a comprehensive reference tool for Mississippi legal practitioners consisting of a series of volumes covering selected areas of Mississippi law. Every major area of practice shall be covered with direct links and cross-references to the MCA. The Practice Series publications shall be produced for print, ~~CD-ROM~~ and online use; and

[...]

- **2.11 Complementary Codes and Other Services.**

(a) Upon request of the Committee, the Publisher shall provide the Committee, at no charge to the Committee or the State, with up to two (2) copies or subscriptions to any or all of the following:

(1) The code or compilation of any other state published by the Publisher in any form published, ~~including, but not limited to, CD-ROM form;~~

(2) The United States Code Service and the United States Supreme Court Reports, Lawyer's Edition in any form published, ~~including, but not limited to CD-ROM form;~~ and

(3) LEXIS Law Publishing's Federal Solution, ~~which includes all federal circuit and district court cases on CD-ROM.~~

[...]

(c) All use of the ~~CD-ROM or other~~ electronic form of the materials provided to the Committee under this Paragraph is subject to the terms and conditions governing use by subscribers in the Publisher's subscription agreement, as it may be amended. The Committee agrees to execute the then current subscription agreement with the Publisher before using the ~~CD-ROM or other~~ electronic form of the materials.

• **2.15 Internet Access to Mississippi Code.**

(a) The Publisher shall provide access to the Mississippi Code on the Internet as follows:

(1) The Publisher shall publish an unannotated Mississippi Code on the Publisher's Internet site, at no charge to the Committee or the State. The publisher shall establish a registration process under which each visitor to the site will register before accessing the Code. After the first registration, a password shall be issued to the user to allow return visits to the site without registration each time. There shall be no charge to users for accessing the unannotated Mississippi Code on the Publisher's Internet site. The Publisher shall track usage of the Code on its Internet site, and after each year of publication, the Publisher shall provide usage reports to the Committee with usage and the effect, if any, on subscriptions to the MCA in print ~~and on CD-ROM~~.

[...]

~~(e) The Committee shall survey State agencies, departments and officials who receive the MCA to determine if they would prefer to have access to the MCA on the Internet instead of having access by CD-ROM. After the survey is completed, any State agency, department, official or employee who is authorized to receive a complimentary subscription to the official CD-ROM under Paragraph 2.10 shall have the option of being provided access on the Internet to the same data that is contained on the official CD-ROM, at no charge to the user.~~

• **5.3 Government Purchases.**

[...]

(b) The Committee shall be entitled to a fifty percent (50%) discount from the regular retail price of any set of the MCA, supplements, index or Advance Sheets, or any individual volumes, replacement volumes, ~~or~~ ancillary publications ~~or CD-ROMs~~.

[...]

• **6. COPYRIGHT.**

[...]

(b) All the contents of the MCA, including all supplements and replacement volumes, and those parts of any other publications required by this Agreement or authorized by the Committee that incorporate MCA copyrightable materials, to the extent of such incorporation, shall be copyrighted in the name of the State of Mississippi, acting through the Committee, and all copyrights thereto shall be vested, held, and renewed in the name of the State of Mississippi, acting through the Committee. The copyrights shall cover all copyrightable parts of the MCA in all relevant media, including print and electronic forms (computer tapes, ~~CD-ROMs~~, online and the Internet).

[...]

• **8. EXCLUSIVE RIGHT TO PUBLISH AND SELL.**

(a) The Committee grants to the Publisher for the term of this Agreement the exclusive right of publication, sale, distribution and license of the MCA, individual volumes, supplements, replacement volumes, indexes, Advance Sheets, and ancillary publications and CD-ROMs, within and outside the State, in all forms and media as authorized in this Agreement, all in accordance with the terms and provisions of this Agreement, subject to the right of termination contained in Section 9. Publication shall include publication in all relevant media, printed or electronic, but the Committee reserves the right to allow state agencies, reviewers, holders of legal seminars, or other similar users to reproduce portions of the MCA, and also reserves the right of exchange, through reciprocity, of complete printed bound sets of the MCA for complete sets of codes or statutes of other states, and territories, tribes, and the federal government.

[...]

• **10.11 Indemnification.**

[...]

(b) The Committee or the State shall not be liable to any third party who is licensed to use any computer tape ~~or CD-ROM~~ of the MCA. The Publisher shall save and hold the Committee and the State harmless from any and all claims, demands, damages, judgments, and liability arising directly or indirectly out of the use of any computer tape ~~or CD-ROM~~ of the MCA, including the use of any computer tape that the Publisher has provided to the Committee; however, the Publisher shall not be responsible for any claim, demand, damage, judgment or liability arising from the negligent or willful conduct of the Committee or the State.

[...]

• **EXHIBIT E - 1999 PRICE LIST**

[...]

| <u>CD-ROM</u> | <u>State Price</u> | <u>General Public Price</u> |
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[...]

* The Publisher agrees to provide complimentary subscriptions to the CD-ROM products as required by this Agreement. The price provided for CD-ROMs in this Exhibit is for additional copies only. All complimentary subscriptions will be provided as required by this Agreement.