



**PUBLIC.RESOURCE.ORG** ~ *A Nonprofit Corporation*

**Open Source “America’s Operating System”**

“It’s Not Just A Good Idea—It’s The Law!”

February 25, 2021

Honorable Representative David Ralston  
Speaker of the House  
Georgia House of Representatives  
332 State Capitol  
Atlanta, GA 30334  
[david.ralston@house.ga.gov](mailto:david.ralston@house.ga.gov)

Honorable Senator Butch Miller  
President Pro Tempore  
Georgia Senate  
321 State Capitol  
Atlanta, GA 30334  
[butch.miller@senate.ga.gov](mailto:butch.miller@senate.ga.gov)

Dear Speaker Ralston and President Pro Tempore Miller:

I write to both of you in your roles as ex officio members of the Georgia Code Revision Commission to raise two issues:

- The continued improper assertion of copyright and terms of use by the Georgia Code Revision Commission over the Official Code of Georgia Annotated (OCGA).
- Notification of the availability of the OCGA as open source HTML on a GitHub repository.

After the state of Georgia sued Public Resource for posting online the Official Code of Georgia Annotated (OCGA), the U.S. Supreme Court held in *Georgia v. Public Resource*, 140 S. Ct. 1498 (2020)<sup>1</sup>, that the OCGA, including its annotations, is ineligible for copyright protection. I’m writing because the State of Georgia’s current “Free Public Access” version of the OCGA offered online and maintained by LexisNexis<sup>2</sup> remains inconsistent with that decision, in that its warnings and terms and conditions assert rights that the Court has declared do not exist, warn users not to encroach on these non-rights, and thereby improperly burden Georgians and other visitors and deters them from accessing the law and other edicts of government.

In addition, the CD-ROM version of the OCGA sold by LexisNexis contains similar improper conditions. (See attachments one, two, and three to this letter for the complete texts of these terms and conditions.)

---

<sup>1</sup> [https://www.supremecourt.gov/opinions/19pdf/18-1150\\_new\\_d18e.pdf](https://www.supremecourt.gov/opinions/19pdf/18-1150_new_d18e.pdf)

<sup>2</sup> Available at <http://www.lexisnexis.com/hottopics/gacode/default.asp>

Visitors to the OCGA website, as we last accessed it on February 25, 2021, are warned by a pop-up window before they can proceed:

Your use of this service is subject to Terms and Conditions. These Terms and Conditions do not apply to the Statutory Text and Numbering contained in the Content of the site. However, the State of Georgia reserves the right to claim and defend the copyright in any copyrightable portions of the site.

Users are then required to click a button declaring that they agree to the site's terms and conditions before they can read Georgia's law. (The pop-up window is configured so that the user cannot print or cut and paste its text, making it difficult for users to keep a record of what they have agreed to.)

The State argued in *Georgia v. Public Resource* that while the OCGA's statutory text was not subject to copyright restrictions, the annotations were. That was the proposition that the Supreme Court rejected in the case. Yet the OCGA's introductory pop-up window continues to indicate that OCGA elements other than the statutory text and numbering may be subject to copyright restrictions. That is not the law, and the State should not be imposing such an incorrect and inappropriate warning and condition to which visitors must agree. (From language still visible in the source code, it appears that this warning language at some point replaced somewhat more detailed and restrictive warnings that were publicly viewable earlier; but the new language remains inconsistent with the law and the state's obligations.)

The site's lengthy terms and conditions themselves, to which the user must indicate agreement in order to view the OCGA, contain more provisions that are inconsistent with the Supreme Court's decision. For example:

- Users must agree "The Content on this Web Site is for your personal use only and not for commercial exploitation," even though the Supreme Court's decision rejects any copyright claim that might give the state rights to so restrict use of the OCGA.
- Users must agree "You may not use any robot, spider, other automatic software or device, or manual process to monitor or copy our Web Site or the Content without Provider's prior written permission," even though the Supreme Court's decision rejects any copyright claim that might give the state rights to so restrict use of the OCGA.
- Users must agree "You may not copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of this Web Site, except to the extent permitted above," even though the Supreme Court's decision rejects any copyright claim that might give the state rights to so restrict use of the OCGA.
- Users must agree "that the Content and Web Site are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws," even though the Supreme Court's decision rejects any copyright claim that might give the state rights to so restrict use of the OCGA.

In addition, before accessing the CD-ROM containing the OCGA, the user must agree to another lengthy set of terms and conditions, called a "Master Agreement." Some of the terms in this agreement are, again, inconsistent with the decision in *Georgia v. Public Resource*. Those improper provisions include:

- Users must agree to use the materials only on one personal computer, unless they obtain a multi-user license.
- Users must agree, “You may create printouts and electronic copies of an insubstantial portion of Materials retrieved from the Legal Research Service solely for use in the performance of your professional services, and you may incorporate those Materials into your work product, which you may then provide to your client, the courts, opposing counsel, and others as required for you to perform your professional services in connection with a specific client matter. You may not distribute Materials in newsletters, articles, or other documents not prepared in connection with a specific client matter unless you receive specific permission to do so in each case (you may request permission at [www.lexisnexis.com/terms/permission.asp](http://www.lexisnexis.com/terms/permission.asp)).”
- Users must agree, “Except as expressly provided in this Master Agreement or with our express written permission, you may not, nor may you permit others to: .... copy all or any portion of the Legal Research Service; or ... create compilations or derivative works of all or any portion of the Legal Research Service...”
- Users must agree, “You may not, nor may you permit others to... use the Legal Research Service in any fashion that may infringe any copyright, intellectual property right, or proprietary or property right or interest of us or our Suppliers...” or “use the Legal Research Service to develop a database, infobase, online or similar database service, or other information resource in any media (print, electronic or otherwise, now existing or developed in the future) for sale to or use by others” or “make any portion of the Legal Research Service available to third parties through any timesharing system, service bureau, the Internet, or any other similar technology now existing or developed in the future” or “remove or obscure any copyright notice or other notice or terms of use contained in the Legal Research Service” or “remove, disable, or defeat any functionality in the Legal Research Service designed to limit or control access to or use of the Legal Research Service” or “use, copy or otherwise access any Materials contained in the Legal Research Service for which you have not been licensed by us.”
- Users must agree to the statement, “The Legal Research Service and any copyrights, trademarks, patents, trade secrets, intellectual property rights, and other proprietary rights in and to the Legal Research Service are owned by us and our Suppliers, and you obtain no right, title, or interest therein.”

Both the online and the CD-ROM version of the Official Code of Georgia Annotated also require users to agree that they may be liable for damages and other remedies for violations, and they must agree that any dispute will be governed by the laws of New York state and to assent to personal jurisdiction in New York courts.

The lengthy online and CD-ROM terms and conditions for which agreement is purportedly required to view and use the OGCA may well be standard terms that LexisNexis applies to other products it offers. But the terms and conditions cited above, among others, are inconsistent with the Supreme Court’s decision in *Georgia v. Public Resource* and improperly deter users from exercising their rights to read and speak the law and other edicts of government without copyright restrictions.

Public.Resource.Org asks that you immediately direct LexisNexis to eliminate from the online and CD-ROM versions of the OCGA any terms and conditions, requirement, or barrier that states or implies copyright or other legal restrictions that are inconsistent with Georgia v. Public Resource or forces users to agree to such restrictions in order to access or use the OCGA.

My second purpose in writing to you today is to inform you that we have successfully converted the OCGA into modern, accessible HTML and that this code has been released with a public domain notice that it is not subject to copyright. Ten quarterly releases of the OCGA have been transformed in this fashion and are available at the following URL:

<https://unicourt.github.io/cic-code-ga/>

The code that transforms the Georgia code, as well as the official codes of Arkansas, Mississippi, and Tennessee is available here:

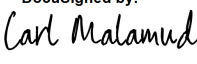
<https://github.com/UniCourt/cic-beautify-state-codes>


We would be delighted if the State of Georgia can take advantage of this significantly more attractive and usable code. We intend to continue transformation of quarterly releases as they arrive, and will be adding additional features such as the ability to compare the differences in text between two code releases, additional links to materials cited such as the U.S. Code and other materials, and additional features.

Public Resource would be delighted if you can make the OCGA directly available to the public. In the meantime, you are welcome to provide a link to the GitHub repository.

My colleague David Halperin, who serves as Of Counsel to Public Resource, and I are prepared to meet with you to discuss these matters. We would also be happy to brief the Code Revision Commission or your IT staff.

Sincerely,

DocuSigned by:  
  
E80A36AEC6F6462...  
Carl Malamud, President  
Public Resource

DS  
  
2/25/2021

cc: Rick Ruskell, Legislative Counsel  
Office of the Legislative Counsel  
316 State Capitol  
Atlanta, Georgia 30334  
[LegCounsel@legis.ga.gov](mailto:LegCounsel@legis.ga.gov)

David Halperin, Of Counsel  
Public Resource

### **Attachment 1: First Terms of Use**

*Before entering the State of Georgia's public access site, the user must accept the following terms of use. These terms in turn reference a second set of terms (see attachment 2). Note also that no provision is made for the user to print these terms. Indeed, the user cannot even cut and paste the text of this notice.*

*These terms were last accessed on February 25, 2021*

### **Code of Georgia – Free Public Access**

This website is maintained by LexisNexis®, the publisher of the Official Code of Georgia Annotated, to provide free public access to the law. It is not intended to replace professional legal consultation or advanced legal research tools. To report errors regarding this website, please complete the Feedback Form.

Legislative staff of the Georgia General Assembly cannot respond to requests for legal advice or the application of the law to specific facts from anyone except members of the Georgia General Assembly. Therefore, to understand and protect your legal rights, you should consult your own private lawyer. Please refer legal questions elsewhere.

### **Terms & Conditions**

Your use of this service is subject to Terms and Conditions. These Terms and Conditions do not apply to the Statutory Text and Numbering contained in the Content of the site. However, the State of Georgia reserves the right to claim and defend the copyright in any copyrightable portions of the site. Please indicate your agreement to the Terms and Conditions by clicking "I Agree" below.

*— end of the current first terms of use —*

*Attachment 1, First Terms of Use*

*The following text is commented out in the source code to the terms of use and is thus not visible to the user, but indicates this previous assertion of copyright was deliberately replaced with the assertion above:*

The Official Code of Georgia Annotated (O.C.G.A.) is copyrighted by the State of Georgia. By using this website, the user acknowledges the State's copyright interests in the O.C.G.A. Neither the O.C.G.A. nor any portions thereof shall be reproduced in any form without written permission from the Georgia Code Revision Commission, except for: (1) fair use under the copyright laws of the United States; or (2) those limited portions that are in the public domain (statute text and numbering).

Use of this website and the downloading or copying of any material there from shall be subject to the Terms and Conditions of LexisNexis®, which is the official publisher of the O.C.G.A. and maintains this website at its own expense to provide free public access to the law. It is not intended to replace professional legal consultation or advanced legal research tools. Please note that the latest print version of the O.C.G.A. is the authoritative version; and in case of any conflict between the materials on this website and the latest print version of the O.C.G.A., the print version shall control. To report errors regarding this website, please complete the publisher's Feedback Form

Legislative staff of the Georgia General Assembly cannot respond to requests for legal advice or the application of the law to specific facts from anyone except members of the Georgia General Assembly. Therefore, to understand and protect your legal rights, you should consult your own private lawyer. Please refer legal questions elsewhere.

*— end of the deleted portion of the current first terms of use —*

## Attachment 2: Second Terms of Use

*The terms of use in Attachment 1 refer to additional terms of use. The terms have 4,617 words. Those terms are available at <https://www.lexisnexis.com/terms/> and reproduced in full here:*

### Terms & Conditions

#### Terms and Conditions of Use

January 7, 2013

YOUR USE OF THIS WEB SITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE.

This web site, including all of its features and content (this "Web Site") is a service made available by LexisNexis, a division of RELX Inc., or its affiliates ("Provider") and all content, information, services and software ordered or provided on or through this Web Site ("Content") may be used solely under the following terms and conditions ("Terms of Use").

1. Web Site Limited License. As a user of this Web Site you are granted a nonexclusive, nontransferable, revocable, limited license to access and use this Web Site and Content in accordance with these Terms of Use. Provider may terminate this license at any time for any reason.

#### 2. Limitations on Use; Third Party Communications.

2.1. Limitations on Use. The Content on this Web Site is for your personal use only and not for commercial exploitation. Notwithstanding the foregoing and to the extent this Web Site provides electronic commerce, such buying opportunities may be made available for group as well as personal purchasing, so long as you are authorized to make purchases on behalf of such group. You may not use the Content to determine a consumer's eligibility for: (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from this Web Site or the Content. Nor may you use any network monitoring or discovery software to determine the site architecture, or extract information about usage, individual identities or users. You may not use any robot, spider, other automatic software or device, or manual process to monitor or copy our Web Site or the Content without Provider's prior written permission. You may not use this Web Site to transmit any false, misleading, fraudulent or illegal communications. You may not copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of this Web Site, except to the extent permitted above. You may not use or otherwise export or re-export this Web Site or any portion thereof, or the Content in violation of the export control laws and regulations of the United States of America. Any unauthorized use of this Web Site or its Content is prohibited.

2.2. Third Party Communications. Provider disclaims all liability for any Third Party Communications you may receive or any actions you may take or refrain from taking as a result of any Third Party Communications. You are solely responsible for assessing

and verifying the identity and trustworthiness of the source and content of any Third Party Communications. Provider assumes no responsibility for verifying, and makes no representations or warranties regarding, the identity or trustworthiness of the source or content of any Third Party Communications. As used herein, "Third Party Communications" means any communications directed to you from any third party directly or indirectly in connection with this Web Site.

3. Not Legal Advice. Content is not intended to and does not constitute legal advice and no attorney–client relationship is formed, nor is anything submitted to this Web Site treated as confidential. The accuracy, completeness, adequacy or currency of the Content is not warranted or guaranteed. Your use of Content on this Web Site or materials linked from this Web Site is at your own risk.

#### 4. Intellectual Property Rights.

4.1 Except as expressly provided in these Terms of Use, nothing contained herein shall be construed as conferring on you or any third party any license or right, by implication, estoppel or otherwise, under any law (whether common law or statutory law), rule or regulation including, without limitation those related to copyright or other intellectual property rights. You agree that the Content and Web Site are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. For further information see **Copyright**. RELX and the RE symbol are trade marks of RELX Group plc, used under license.

4.2 This Web site contains interactive areas which includes, without limitation, any blogs, wikis, bulletin boards, discussion boards, chat rooms, email forums, and question and answer features (the "Interactive Areas"). You grant to Provider an irrevocable, non–exclusive, royalty–free, perpetual, worldwide license to use, authorize use of and have used on its behalf any ideas, expression of ideas, text, graphics, messages, blogs, links, data, information and other materials you submit (collectively, "Postings") to this Web Site. Said license is without restrictions of any kind and without any payment due from Provider to you or permission or notification, to you or any third party. The license includes, the right to make, use, sell, reproduce, publish, modify, adapt, prepare derivative works from, combine with other works, translate, distribute –, display, perform and sublicense Postings– in any form, medium, or technology now known or hereafter developed.

4.3. You certify and warrant that the Postings: (i) are your original works or that the owner of such works has expressly granted to Provider a perpetual worldwide royalty–free irrevocable, non–exclusive license for said works with all of the rights granted by you in section 4.2 of these Terms of Use and (ii) do not violate and will not violate the rights of any third party including any right of publicity, right of privacy , copyright, patent or other intellectual property right or any proprietary right.

4.4. You acknowledge and agree that your submitting Postings to this Web Site does not create any new or alter any existing relationship between you and Provider.

4.5. If you have submitted a photo to your profile on lawyers.com you agree that this photo may be included in the Interactive Areas, including with your Postings. If you have not submitted a photo then Provider may, but is not obligated to, display a stock photo or legal image with your Postings. You hereby consent to the use of such stock photos or images in the Interactive Areas.



4.6. By submitting Postings to this Web Site, you acknowledge and agree that Provider may create on its own ideas that may be, or may obtain submissions that may be, similar or identical to Postings you submit. You agree that you shall have no recourse against Provider for any alleged or actual infringement or misappropriation of any proprietary or other right in the Postings you provide to Provider.

4.7. Provider shall have the exclusive option to purchase from you and acquire all right, title and interest in any Postings containing patentable subject-matter that you submit to this Web Site. The option shall be exercisable by Provider from the date you submit such Posting until one year from that date. If Provider exercises its option under this section 4.6, you agree to accept payment in the amount of \$1,000.00 USD or value in kind at Provider's discretion as full and sufficient consideration for such purchase, and you agree to execute, acknowledge and deliver any and all instruments required to transfer legal ownership of Postings to Provider. Such instruments include, but are not limited to, assignments and declarations executed by you.

#### 4.8. Additional Intellectual Property Terms for Ask A Lawyer

4.8.1 Notwithstanding the licenses granted in these Terms of Use, Attorneys who participate in Ask A Lawyer ("AAL") agree that their Postings, and all intellectual property rights therein, including, without limitation, all copyrights and moral rights, (collectively, "IP Rights") will be owned exclusively by Provider. You agree that Provider has commissioned you to provide such Postings, and that the Postings are works made for hire. To the extent ownership of Your Postings does not vest in Provider as a work made for hire, you hereby assign to Provider all IP Rights in and to the Postings. You also agree to promptly execute, acknowledge, and deliver to Provider any additional assignments or other documents that may be reasonably requested by Provider to effectuate the intent of the foregoing sentences. You acknowledge and agree that Provider, its parent and affiliated companies and their licensees and assigns, may use the Postings in any manner that deems appropriate without any attribution or payment to you of any sort. This paragraph will survive any termination of your participation in AAL.

4.8.2 Provider grants you a nonexclusive, nontransferable limited license to use your Postings within your Social Media Syndication. Your Social Media Syndication includes your firm's website, blog, Facebook, LinkedIn, and Twitter accounts and may include any other appropriate social media site you use for professional purposes. This limited license refers to the specific content which represents the questions to which you responded via AAL and your Postings (the "Designated Content") under the following terms and conditions:

4.8.2.a. Each use of the Designated Content includes a hyperlink to the most recent AAL Q&A or other pages in AAL as designated by Provider, and

4.8.2.b. Each use of the Designated Content is solely for the purposes of promoting and marketing AAL and/or your contribution of the Designated Content (collectively the "Purpose").

4.8.2.c. The Marks, Link and Designated Content shall not be used in any media of or which benefits any Provider competitor.

4.8.2.d. You represent that (i) you shall comply with all policies and terms established by Provider for hyperlinking, use of Marks, or use of any Provider content, including the Designated Content including but not limited to Provider's positioning, messaging,

and trademark and logo usage policies, as may be communicated from time to time; (ii) you shall only use the Mark provided to you by Provider according to these Terms Of Use, and you will not use any other mark without Provider's prior written consent; (iii) you shall not to create any combination mark with any Provider Mark; and (iv) you do not acquire any rights to Provider copyrights, marks, or any other intellectual property under these Terms of Use except the limited rights necessary to fulfill the Purpose for the service under these Terms of Use.

4.8.3. Provider may immediately terminate, in whole or with regard to a specific use, your license to use any Mark if Provider determines in its sole discretion that such use dilutes, diminishes, or blurs the value of the any of the Marks or does not comply with Provider's usage policies. Upon Provider's request you agree to remove the Designated Content, Marks and Links within 14 days of Provider's notice to you.

4.8.4. You authorized Provider to publish or distribute, at its sole discretion, advertising or promotional materials including your firm name, personal name, trademarks, service marks, logos, image, and photos, for the purpose of promoting the Interactive Areas of this Web Site.

5. Digital Millennium Copyright Act – Notification of Alleged Copyright Infringement. Provider has registered an agent with the United States Copyright Office in accordance with the terms of the Digital Millennium Copyright Act (the "Act") and avails itself of the protections under the Act. Provider reserves the right to remove any Content that allegedly infringes another person's copyright. Provider will terminate, in appropriate circumstances, subscribers and account holders of Provider's system or network who are repeat infringers of another person's copyright. Notices to Provider regarding any alleged copyright infringement should be directed to the LexisNexis Chief Legal Officer via mail or courier at 9443 Springboro Pike, Miamisburg, Ohio 45342, via fax at 937-865-1211 or via email at [legalnotices@lexisnexis.com](mailto:legalnotices@lexisnexis.com).

6. Linking to this Web Site. You may provide links to this Web Site, provided that (a) you do not remove or obscure, by framing or otherwise, any portion of this Web Site, including any advertisements, terms of use, copyright notice, and other notices on this Web Site, (b) you immediately deactivate and discontinue providing links to this Web Site if requested by Provider, and (c) Provider may deactivate any link(s) at its discretion.

7. No Solicitation. You shall not distribute on or through this Web Site any Postings containing any advertising, promotion, solicitation for goods, services or funds or solicitation for others to become members of any enterprise or organization without the express written permission of Provider. Notwithstanding the foregoing, in any interactive areas of this Web Site, where appropriate you a) may list along with your name, address and email address, your own web site's URL and b) may recommend third party web sites, goods or services so long as you have no financial interest in and receive no direct or indirect benefit from such recommended web site, product or service or its recommendation. In no event may any person or entity solicit anyone with data retrieved from this Web Site.

8. Advertisers. This Web Site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on this Web Site is accurate and complies with applicable laws. Provider will not be responsible for the illegality of or any error or inaccuracy in advertisers' or sponsors' materials or for the acts or omissions of advertisers and sponsors.

9. **Registration.** Certain sections of this Web Site require you to register. If registration is requested, you agree to provide accurate and complete registration information. It is your responsibility to inform Provider of any changes to that information. Each registration is for a single individual only, unless specifically designated otherwise on the registration page. Provider does not permit a) anyone other than you to use the sections requiring registration by using your name or password; or b) access through a single name being made available to multiple users on a network or otherwise. You are responsible for preventing such unauthorized use. If you believe there has been unauthorized use, you must notify Provider immediately by emailing [legalnotices@lexisnexis.com](mailto:legalnotices@lexisnexis.com).

10. **Postings in Interactive Areas of this Web Site.**

10.1. **Postings to be Lawful.** If you participate in Interactive Areas on this Web Site, you shall not post, publish, upload or distribute any Postings which are unlawful or abusive in any way, including, but not limited to, any Postings that are defamatory, libelous, pornographic, obscene, threatening, invasive of privacy or publicity rights, inclusive of hate speech, or would constitute or encourage a criminal offense, violate the rights of any party, or give rise to liability or violate any local, state, federal or international law, or the regulations of the U.S. Securities and Exchange Commission, any rules of any securities exchange such as the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, either intentionally or unintentionally. Provider may delete your Postings at any time for any reason without permission from you.

10.2. **Postings to be in Your Name.** Your Postings shall be accompanied by your real name and shall not be posted anonymously. Notwithstanding the previous sentence, if the applicable registration page for your participation in any of the Interactive Areas allows you to create a screen name, you may also select and use an appropriate screen name that is not your real name, provided that you use your real name when registering for participation in the Interactive Area and attorneys agree their real name may always be posted. Participants in Interactive Areas shall not misrepresent their identity or their affiliation with any person or entity.

10.3. **Postings shall not contain protected health information.** You are strictly prohibited from submitting Postings that are considered protected health information under the Health Accountability and Portability Protection Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).

10.4. **No Monitoring of Postings.** Provider has no obligation to monitor or screen Postings and is not responsible for the content in such Postings or any content linked to or from such Postings. Provider however reserves the right, in its sole discretion, to monitor Interactive Areas, screen Postings, edit Postings, cause Postings not to be posted, published, uploaded or distributed, and remove Postings, at any time and for any reason or no reason.

10.5. **Non-Commercial Use only of Interactive Areas.** Interactive Areas are provided solely for your personal use. Any unauthorized use of the Interactive Areas of this Web Site, its Content, or Postings is expressly prohibited.

11. **Errors and Corrections.** Provider does not represent or warrant that this Web Site or the Content or Postings will be error-free, free of viruses or other harmful components, or that defects will be corrected or that it will always be accessible. Provider does not warrant or represent that the Content or Postings available on or

through this Web Site will be correct, accurate, timely, or otherwise reliable. Provider may make improvements and/or changes to its features, functionality or Content or Postings at any time.

12. Third Party Content. Third party content (including, without limitation, Postings) may appear on this Web Site or may be accessible via links from this Web Site. Provider shall not be responsible for and assumes no liability for any infringement, mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content contained in any third party content appearing on this Web Site. You understand that the information and opinions in the third party content is neither endorsed by nor does it reflect the belief or opinion of Provider. Further, information and opinions provided by employees and agents of Provider in Interactive Areas are not necessarily endorsed by Provider and do not necessarily represent the beliefs and opinions of Provider.

13. Attorney Ethics Notice; Posting Rules. If you are an attorney participating in any aspect of this Web Site, including but not limited to Interactive Areas, a) you agree not to provide specific legal advice in any of your Postings and to draft Postings which are appropriate, educational, and in accordance with attorney ethics requirements, b) you represent and warrant that you are an attorney in good standing with a license to practice law in at least one of the 50 United States of America or the District of Columbia, c) you agree to promptly notify Provider of any grievance, claim, reprimand, or censure brought against you, as well as resignation or other loss of license, d) you acknowledge that the Rules of Professional Conduct of the jurisdictions where you are licensed ("Rules") apply to all aspects of your participation and that you will abide by these Rules. These Rules include, but are not limited to, the rules relating to advertising, solicitation of clients, rules regarding the establishment of attorney-client relationships, failure to maintain client confidences, unauthorized practice of law, and misrepresentations of fact. Provider disclaims all responsibility for your compliance with these Rules. You further agree and acknowledge that when you participate in any of the Interactive Areas on this Web Site, that you will not offer legal advice, but will only provide general information. Provider highly recommends that you include a disclaimer at the end of every Posting regarding the aforementioned advertising and ethics issues. Provider will have no liability to you arising out of or related to your compliance or noncompliance with such laws and rules, or related to Provider's inclusion or failure to include a disclaimer in the Interactive Areas.

#### 14. Additional Terms for Attorney's Participating in Ask A Lawyer

14.1. You agree that your participation is as an unpaid, volunteer, and that the purpose of such participation is to provide public education on legal matters and to provide you and your firm national exposure. You may terminate your participation in AAL at any time for any reason or no reason by providing Provider with notice of termination at least three days prior to the effective date of termination at [mhcr@martindale.com](mailto:mhcr@martindale.com).

14.2. Your name will be associated with each of your Postings in AAL when one of your Responses is included in the "Most Recent Q&A" section of AAL. Each question and corresponding Response may be archived and searchable on AAL and in other site searches associated with Lawyers.com and Provider's media outlets. Visitors currently have the ability to view these archives, but such public access to the archives is not

guaranteed. Provider, at its discretion, may associate your name with your archived Responses; however Provider is not required to do so.

14.3. You are prohibited from responding to questions via personal and professional email, telephone or otherwise. You will not directly contact visitors who post questions on AAL prior to posting your response on AAL and any contact should be in compliance with attorney ethics requirements. All Responses must be submitted through the Administrative Page.

14.4. You represent and warrant to Provider that (a) you will perform your duties for the Ask a Lawyer service in a highly professional manner, (b) except for public domain materials, your Responses will not infringe any third party rights, (c) your Responses will be your original work not previously published and will not contain libelous, obscene, or unlawful material, (d) the Responses will not invade anyone's privacy rights, and (e) your participation in the Ask a Lawyer service presents no conflicts of interest for you, and You assume all liability for any claims, suits, or grievances filed against you, including any and all damages related, due to your participation as a National Attorney Panelist.

15. Assumption of Risk. You assume all liability for any claims, suits or grievances filed against you, including all damages related to your participation in any of the Interactive Areas.

16. DISCLAIMER. THIS WEB SITE, THE INTERACTIVE AREAS, THE CONTENT, AND POSTINGS ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PROVIDER DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR ANY WAY RELATED TO (A) ANY ERRORS IN OR OMISSIONS FROM THIS WEB SITE, THE INTERACTIVE AREAS, THE CONTENT, AND THE POSTINGS INCLUDING, BUT NOT LIMITED TO, TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (B) THIRD PARTY COMMUNICATIONS, (C) ANY THIRD PARTY WEB SITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THIS WEB SITE, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS THEREFROM, (D) THE UNAVAILABILITY OF THIS WEB SITE, THE INTERACTIVE AREAS, THE CONTENT, THE POSTINGS, OR ANY PORTION THEREOF, (E) YOUR USE OF THIS WEB SITE, THE INTERACTIVE AREAS, THE CONTENT, OR THE POSTINGS, OR (F) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THIS WEB SITE, THE INTERACTIVE AREAS, THE CONTENT, OR THE POSTINGS.

17. LIMITATION OF LIABILITY. PROVIDER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM YOUR USE OF THIS WEB SITE, THE CONTENT, THE POSTINGS, THE INTERACTIVE AREAS, ANY FACTS OR OPINIONS APPEARING ON OR THROUGH ANY OF THE INTERACTIVE AREAS, OR ANY THIRD PARTY COMMUNICATIONS. PROVIDER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE USE OF OR INABILITY TO USE THIS WEB SITE, THE INTERACTIVE AREAS, THE CONTENT, THE POSTINGS, OR ANY THIRD PARTY COMMUNICATIONS. TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED OR FAILS OF ITS ESSENTIAL PURPOSE, PROVIDER'S SOLE OBLIGATION TO YOU FOR DAMAGES SHALL BE LIMITED TO \$100.00.

18. Indemnification. You agree to indemnify, defend and hold Provider, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to this Web Site harmless from and against all claims, losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use by you or arising from or related to any Postings uploaded or submitted by you.

19. Third Party Rights. The provisions of paragraphs 14 (Disclaimer), 15 (Limitation of Liability), and 16 (Indemnification) are for the benefit of Provider and its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to this Web Site. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

20. Unlawful Activity; Termination of Access. Provider reserves the right to investigate complaints or reported violations of our Terms of Use and to take any action we deem appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information. Provider may discontinue any party's participation in any of the Interactive Areas at any time for any reason or no reason.

21. Remedies for Violations. Provider reserves the right to seek all remedies available at law and in equity for violations of these Terms of Use, including but not limited to the right to block access from a particular internet address to this Web Site and any other Provider web sites and their features.

22. Governing Law and Jurisdiction. The Terms of Use are governed by and construed in accordance with the laws of the State of New York and any action arising out of or relating to these terms shall be filed only in state or federal courts located in New York and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

23. Privacy. Except with respect to Martindale–Hubbell Connected, your use of this Web Site is subject to Provider's Privacy Policy. With respect to Martindale–Hubbell Connected, your use of such Web Site is subject to this Privacy Policy.

24. Additional Terms for LexisNexis Services. Your use of the LexisNexis Online Services, case law, legal forms and other related legal materials ("LexisNexis Services") is also governed by the General Terms and Conditions for Use of the LexisNexis Services, and if applicable the LexisNexis Services Supplemental Terms for Specific Materials, (collectively the "Provider Services Terms") which are provided during the registration process for these LexisNexis Services, all of which are incorporated by reference herein. Your completion of the LexisNexis Services registration process constitutes your acceptance of the Provider Services Terms. If you do not agree with any Provider Services Terms, you are not permitted to access the LexisNexis Services.

25. Severability of Provisions. These Terms of Use incorporate by reference any notices contained on this Web Site, the Privacy Policy and the Provider Services Terms and constitute the entire agreement with respect to access to and use of this Web Site, the Interactive Areas, and the Content and Postings. If any provision of these Terms of Use is unlawful, void or unenforceable, or conflicts with the Provider Services Terms then that provision shall be deemed severable from the remaining provisions and shall not

affect their validity and enforceability. Notwithstanding anything to the contrary in these Terms of Use, if you have a separate signed written agreement with a Provider that applies to your use of any of that Provider's Content, that agreement constitutes the entire agreement between you and that Provider with respect to the affected Content subject thereto (the "Otherwise Covered Content"), and these Terms of Use shall be treated as having no force or effect with respect to the Otherwise Covered Content.

26. Modifications to Terms of Use. Provider reserves the right to change these Terms of Use at any time. Updated versions of the Terms of Use will appear on this Web Site and are effective immediately. You are responsible for regularly reviewing the Terms of Use. Continued use of this Web Site after any such changes constitutes your consent to such changes.

*— end of the second terms of use —*

*In addition to the second terms of use, a supplemental copyright notice is incorporated into the terms. This document is at <https://www.lexisnexis.com/terms/copyright.aspx> and is reproduced below:*

## Copyright

### Permitted Uses; Restrictions on Use

Materials available in this network of Web sites are protected by copyright law and are operated by LexisNexis or its affiliated companies ("LexisNexis"). Copyright © 2017 LexisNexis. All rights reserved.

No part of the materials including graphics or logos, available in this Web site may be copied, photocopied, reproduced, translated or reduced to any electronic medium or machine-readable form, in whole or in part, without specific permission (to request permission to use materials, continue to our [Permission Request Form](#)). Distribution for commercial purposes is prohibited.

For more information, please read our [statement concerning copying, downloading and distribution of materials](#) available in the LexisNexis services.

[Continue to request permission >>](#)

*— end of the supplement to the second terms of use —*



### Attachment 3

*Before accessing the Lexis-Nexis CD-ROM with the Official Code of Georgia Annotated, the user must agree to the following terms of use. These terms have 3,282 words:*

#### MASTER AGREEMENT

Your use of a Legal Research Service is subject to this Master Agreement. Capitalized terms used in this Master Agreement are defined in Section 10.0.

#### 1.0 LICENSE TO USE THE LEGAL RESEARCH SERVICE.

1.1 General Rights Granted; Restrictions. You are granted a non-exclusive, non-transferable limited license to access and use the Legal Research Service for your own internal use. In addition, for a Legal Research Service provided on Distributed Media, this license includes the rights to:

1.1.1 use the Legal Research Service on one single-user personal computer or, on payment of the applicable Multi-User fee, on a Multi-User Network;

1.1.2 transfer the physical media containing the Legal Research Service to a home personal computer of an employee of yours or another personal computer owned or controlled by you at a temporary workplace of yours; or

1.1.3 access the Legal Research Service remotely, provided that you use the Legal Research Service on only one personal computer at a time.

1.2 Permitted Uses of Materials. You may create printouts and electronic copies of an insubstantial portion of Materials retrieved from the Legal Research Service solely for use in the performance of your professional services, and you may incorporate those Materials into your work product, which you may then provide to your client, the courts, opposing counsel, and others as required for you to perform your professional services in connection with a specific client matter. You may not distribute Materials in newsletters, articles, or other documents not prepared in connection with a specific client matter unless you receive specific permission to do so in each case (you may request permission at [www.lexisnexis.com/terms/permission.asp](http://www.lexisnexis.com/terms/permission.asp)).

1.3 Legal Research Service – Restrictions on Use. Except as expressly provided in this Master Agreement or with our express written permission, you may not, nor may you permit others to:

1.3.1 copy all or any portion of the Legal Research Service; or

1.3.2 create compilations or derivative works of all or any portion of the Legal Research Service; or

1.3.3 allow anyone other than yourself, your employees, and independent contractors working solely on your behalf to use the Legal Research Service, except as provided in Section 1.5; or

1.3.4 transport the Legal Research Service outside the country in which we shipped the Legal Research Service to you without first complying with any applicable export regulations.

1.3.5 use the Legal Research Service or the Distributed Media in any manner that violates any federal, state or local laws, statutes or regulations.

1.4 Legal Research Service – Prohibited Uses. You may not, nor may you permit others to:

1.4.1 use the Legal Research Service in any fashion that may infringe any copyright, intellectual property right, or proprietary or property right or interest of us or our Suppliers; or

1.4.2 store in a retrieval system, transfer, publish, distribute, display to others, broadcast, sell, or sublicense all or any portion of the Legal Research Service, except as expressly provided in Section 1.2; or

1.4.3 use the Legal Research Service to develop a database, infobase, online or similar database service, or other information resource in any media (print, electronic or otherwise, now existing or developed in the future) for sale to or use by others; or

1.4.4 make any portion of the Legal Research Service available to third parties through any timesharing system, service bureau, the Internet, or any other similar technology now existing or developed in the future; or

1.4.5 remove or obscure any copyright notice or other notice or terms of use contained in the Legal Research Service; or

1.4.6 remove, disable, or defeat any functionality in the Legal Research Service designed to limit or control access to or use of the Legal Research Service; or

1.4.7 use, copy or otherwise access any Materials contained in the Legal Research Service for which you have not been licensed by us. However, if for any reason you access Materials which have not been licensed to you, this Master Agreement applies to your use of those Materials and you agree to pay all applicable charges.

1.5 Legal Research Service – Library Patrons. If you are a public or private library described in 17 U.S.C. § 108 (a) (2), you may allow your patrons to access and use the Legal Research Service and create limited printouts of Materials if you:

1.5.1 limit use to a single user personal computer under your exclusive control; and

1.5.2 do not permit the Legal Research Service to be borrowed or removed from your premises or to be accessed by modem, the Internet, or other remote access; and

1.5.3 do not permit patrons to make digital or electronic copies of all or any portion of the Legal Research Service except as an intermediate step in creating the printouts allowed under Section 1.5.5; and

1.5.4 require patrons who wish to use the Legal Research Service to agree to abide by the terms of the notice set forth Section 1.5.5 before their use of the Legal Research Service; and

1.5.5 post on or by the personal computer containing or providing access to the Legal Research Service the following notice:

"The Legal Research Service is licensed to the library for limited purposes, and its use is restricted. You, as a patron of the library, may use the Legal Research Service solely in the regular course of your legal research and related work and subject to all the limitations in the library's agreement with the provider of the Legal Research Service. You may not copy, store in a retrieval system, publish, reproduce, transfer, store or distribute the Legal Research Service, or any portion thereof, in any form except to transfer an insubstantial portion of the Materials to create printouts of the Materials

solely for use in your legal research. You may not use the Legal Research Service, or any portion thereof, to develop a database, infobase, or other information service for resale or reuse."

1.5.6 promptly notify us of any unauthorized use of the Legal Research Service by patrons and cooperate fully with us in any resulting legal action.

## 2.0 OWNERSHIP RIGHTS AND PROTECTION OF INTELLECTUAL PROPERTY.

2.1 Ownership. The Legal Research Service and any copyrights, trademarks, patents, trade secrets, intellectual property rights, and other proprietary rights in and to the Legal Research Service are owned by us and our Suppliers, and you obtain no right, title, or interest therein.

You hereby assign to us all copyrights, intellectual property rights, and any other proprietary or property rights or interests in and to any work created in violation of this Master Agreement.

2.2 Trade Secrets. The technology used in the Licensed Program is a trade secret, and you will maintain any information learned about that technology as a trade secret and will not disclose that information or permit that information to be disclosed to any person or entity; however, this sentence will not restrict you from training your employees in the ordinary use of the Legal Research Service.

You will not copy, reverse engineer, decompile, disassemble, derive source code from, modify, or prepare derivative works of the Licensed Program, nor will you permit others to do so.

3.0 UPDATES. The Licensed Program may include systems which prevent unauthorized access to and use of the Legal Research Service. If applicable, you will not be able to access the Legal Research Service after its expiration. After the expiration of the Legal Research Service or on receipt of Distributed Media containing an updated version of the Legal Research Service, you will cease use of (uninstall the software) and destroy, or if applicable return to us, the previous or outdated Distributed Media.

## 4.0 LIMITED WARRANTIES; DISCLAIMER.

4.1 Limited Warranty Regarding the Legal Research Service. We represent and warrant to you that we have the right and authority to make the Legal Research Service available to you under the terms of this Master Agreement.

4.2 Remedy for Breach of General Limited Warranty: Defense of Claims. If there is a breach of warranty under Section 4.1, we will, as our sole obligation and your exclusive remedy, defend and, at our option, settle or pay the cost of any damages awarded in any action or proceeding of any kind or description based on a third party's claim of patent, trademark, service mark, copyright, or trade secret infringement, related to your use of the Legal Research Service (excluding any decisions or advice made or given as a result of the use of or reliance on the Materials) asserted against you by that third party if: (i) all use of the Legal Research Service was in accordance with this Master Agreement; (ii) the claim, cause of action, or infringement was not caused by you; (iii) we are given prompt notice of any such claim; (iv) we have the right to solely control and direct the investigation, defense, and settlement of each such claim; and (v) you, at our expense, reasonably cooperate with us in connection with the foregoing.

If the Legal Research Service or the use of it becomes, or in our opinion is likely to become, the subject of a claim of infringement, you will permit us, at our option and expense, either (i) to procure for you the right to continue using the Legal Research Service, (ii) to replace or modify it so that it becomes non-infringing; or (iii) to terminate your use of the Legal Research Service on notice to you and grant you a pro-rata refund (based on the remaining term of your subscription, if applicable, or otherwise on a three year straight-line depreciation basis) or credit (whichever is applicable) for any pre-paid fees or fixed charges.

4.3 Limited Warranty Regarding Distributed Media. For twelve months after the date a unit of Distributed Media is shipped to you ("Warranty Period"), we warrant that the Distributed Media will be free of manufacturing defects and will enable you to access and use the Legal Research Service on compatible equipment and a compatible operating system.

4.4 Remedy for Breach of Limited Warranty: Replacement of Distributed Media. If there is a breach of warranty under Section 4.3, our sole obligation and your exclusive remedy is for us to replace the Distributed Media, if you have given us written notice of the deficiency and have returned the defective Distributed Media to us within the Warranty Period.

4.5 Limited Warranty Regarding Use of the Legal Research Service and Distributed Media. You hereby represent and warrant that all use of the Legal Research Service and Distributed Media will comply with the terms and conditions set forth herein and all federal, state and local laws, statutes, rules and regulations.

4.6 Remedy for Breach of Limited Warranty. If there is a breach of warranty under Section 4.5 you will, as your sole obligation and our exclusive remedy, defend and, at your option, settle or pay the cost of any damages awarded in any action or proceeding of any kind or description asserted against us by any third party if: (i) the claim, cause of action or damages were not caused by us; (ii) you are given prompt notices of any such claim; (iii) you have the right to solely control and direct the investigation, defense, and settlement of each such claim; and (iv) we, at your expense, reasonably cooperate with you in connection with the foregoing.

4.7 Warranty Limitation. We will have no responsibility to you under this Section 4.0 with respect to:

4.7.1 any use of the Legal Research Service or Distributed Media in a manner not authorized by this Master Agreement; or

4.7.2 abuse or modification of the Legal Research Service or Distributed Media by you.

4.8 General Disclaimer. EXCEPT AS EXPRESSLY STATED IN SECTIONS 4.1 AND 4.3 ABOVE, WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL RESEARCH SERVICE, THE ACCURACY OR THE COMPLETENESS OF THE MATERIALS, OR THE DISTRIBUTED MEDIA; THE LEGAL RESEARCH SERVICE, MATERIALS, AND DISTRIBUTED MEDIA ARE FURNISHED ON AN "AS IS", AS-AVAILABLE BASIS. ALL WARRANTIES OF ANY TYPE NOT EXPRESSLY STATED IN THIS MASTER AGREEMENT, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

5.0 REMEDY AND LIABILITY LIMITATIONS.

5.1 CONSEQUENTIAL DAMAGES DISCLAIMER. UNDER NO CIRCUMSTANCES WILL WE OR ANY RELATED PARTY OR SUPPLIER BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

5.2 LIABILITY DISCLAIMER. Neither we nor any Related Party or Supplier will be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from: (a) any errors in or omissions from the Legal Research Service or any Materials available or not included therein, (b) the unavailability or interruption of the Legal Research Service, (c) your use of the Legal Research Service (regardless of whether you received assistance from our employees or agents in using the Legal Research Service), (d) your use of any equipment in connection with the Legal Research Service, or (e) the content of any Materials.

5.3 LIABILITY AND REMEDY LIMITATION. The aggregate liability of us and all Related Parties and Suppliers for any claim arising out of or in connection with these terms and conditions or the use of the Legal Research Service or Materials will be limited as follows:

5.3.1 for a breach of warranty claim under Section 4.1, the remedy set forth in Section 4.2;

5.3.2 for a breach of warranty claim under Section 4.3, the remedy set forth in Section 4.4;

5.3.3 for any claims for which a remedy is not specified, the amount of fees you paid for the Legal Research Service that is the subject of the claim during the 12 month period immediately preceding the date the cause of action arose; and,

5.3.4 if (a) a limited remedy fails of its essential purpose or is otherwise found to be unenforceable or (b) any disclaimer of warranty or liability or limitation of liability is found to be unenforceable, the amount of fees you paid for the Legal Research Service that is the subject of the claim during the 12 month period immediately preceding the date the cause of action arose.

Your right to the specified remedy or, if applicable, monetary damages as set forth in this Section 5.3 is in lieu of all other remedies which you may have against us, any Related Party, or Supplier.

6.0 CHANGES TO THE AGREEMENT. We may amend the Agreement from time to time. Changes to charges and payment terms are effective 30 days after written notice to you; all other changes are effective immediately on written notice to you. You may terminate the Agreement immediately on written notice to us if any such change is unacceptable to you. Your continued use of the Legal Research Service after notice to you of a change will constitute your acceptance of the change.

7.0 COPYRIGHT. Notwithstanding any copyright notices to the contrary, no copyright is claimed in the text of statutes, regulations, or court opinions quoted or reproduced in the Materials.

8.0 PROFESSIONAL RESPONSIBILITY. The LexisNexis Companies are not engaged in the practice of law. The Legal Research Service does not constitute or contain legal

advice and is not intended to be a substitute for the exercise of your professional judgment.

#### 9.0 MISCELLANEOUS.

9.1 Term; Termination. We may suspend or discontinue providing the Legal Research Service to you without notice and pursue any other remedy legally available to us if we have reason to believe that you have failed to comply with any of your obligations under the Agreement. Except as otherwise provided in the Agreement, in that event you will not be entitled to a refund of any fee paid or any credit on amounts invoiced.

9.2 Obligations on Termination. On the termination, cancellation, or expiration of the Agreement for any reason and by either party, you agree to cease all use of the Legal Research Service, return or destroy all Distributed Media and delete electronic or magnetic copies of the Distributed Media and purge all downloaded (machine-readable/electronic) Materials.

9.3 Limitation on Actions. You may not assert any claim or cause of action against us arising out of or in connection with the Agreement, your use of the Legal Research Service, or the Distributed Media more than 18 months after the date the claim or cause of action arose.

9.4 Notices. All notices and other communications under the Agreement must be in writing. Notices will be deemed given on the date deposited in the U.S. mail, if mailed; or on the date received, if delivered in any other manner. Notices to us must be sent to your LexisNexis Company sales representative with a copy to: LexisNexis, Attn: Legal Dept., Customer Contract Notices, 9443 Springboro Pike, Miamisburg, OH 45342.

9.5 Assignment. You may not assign your rights or delegate your duties without prior written consent from us.

9.6 Failure to Enforce. The failure of either party to enforce any provision of the Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

9.7 Governing Law. The Agreement will be governed by and construed in accordance with the laws of the State of New York, regardless of the law that might otherwise apply under applicable principles of conflicts of law.

9.8 Force Majeure. We will not be liable or be deemed to be in default for any delay or failure in performance or interruption of the Legal Research Service resulting directly or indirectly from any cause beyond our reasonable control.

9.9 Survival. Sections 1.0, 2.0, 4.0, 5.0, 9.2, 9.3, and 9.7 and any accrued but unpaid financial obligations will survive termination or expiration of the Agreement.

#### 10.0 DEFINITIONS.

10.1 "Agreement" means this Master Agreement together with the Order Form.

10.2 "Distributed Media" means the floppy disc, CD-ROM, DVD-ROM, external hard drive, or other physical media now existing or developed in the future on which we furnish the Legal Research Service.

10.3 "Legal Research Service" means, as applicable, (i) the Licensed Program, Materials, updates made available on Distributed Media or online, and related documentation, whether in print or electronic form, or (ii) the LexisNexis Matthew

*Attachment 3. Lexis-Nexis CD-ROM Terms of Use*

Bender Online service available at [www.bender.com](http://www.bender.com). For purposes of this Agreement, "Legal Research Service" does not include other LexisNexis Company online services such as LexisNexis at [www.lexis.com](http://www.lexis.com) or Nexis at [www.nexis.com](http://www.nexis.com).

10.4 "LexisNexis Company" means LexisNexis, a division of Reed Elsevier Inc., Matthew Bender & Company, Inc., or any company that may become affiliated with them.

10.5 "Licensed Program" means the computer programs, control information and related software that provide access to the Materials.

10.6 "Materials" means the information contained in the Legal Research Service.

10.7 "Multi-User Network" means a computer system and network under your exclusive control on which multiple users may access the Legal Research Service concurrently.

10.8 "Order Form" means the document specifying the Legal Research Service you ordered from us, the applicable charges, and any related terms and conditions.

10.9 "Related Party" means any officer, director, employee, subcontractor, agent, successor or assign of the applicable LexisNexis Company, or any company affiliated with the applicable LexisNexis Company.

10.10 "Supplier" means a third party supplier of Materials, Licensed Programs, or Distributed Media.

10.11 "us" or "we" means the applicable LexisNexis Company.

10.12 "you" or "your" means the person or entity indicated on the signature page of the Order Form, the person or entity on whose behalf a click-through version of this Master Agreement is accepted, or any other person or entity that accesses or uses the Legal Research Service.

*— end of CD-ROM terms of use —*