

**Order for
LexisNexis Digital Library and/or
Multi-Year Print Agreement**

"Subscriber" (or "You" or "Your", in uppercase or lowercase):
William & Mary School of Law (William & Mary, an Agency of
the Commonwealth of Virginia ("W&M"))

"LN" (or "We" or "Us"): LexisNexis, a division of RELX Inc.

You agree to purchase or license from Us, the LN products and services elected below (each a **"Publication Service"**). Your use of, and access to, the Publication Service is expressly subject to the terms and conditions set forth in this Order (including the Riders) and at <http://www.lexisnexis.com/en-us/terms/publications-services-agreement.page> (the "Pub. Svcs. Terms") which are incorporated herein by reference and which collectively with this Order (including the Riders) are referred to as this "Agreement". All capitalized terms not otherwise defined in this Order have the meaning given to them in the Pub. Svcs. Terms. Those publications subscribed to by you from us prior to this Agreement on an auto-renewal basis or other auto-renewal terms shall continue in effect and shall not be affected by this Agreement unless expressly specified in this Agreement.

Closed Offer Date: The terms in this Agreement are subject to change if Subscriber has not submitted a signed Agreement by 5/21/21.

1. Term.

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

"Year 1": ☐ 12 months after Year 1 Start Date (only check this box if ordered Digital Library) or ☒ 7/1/21 to 6/30/22:

"Year 2": ☒ the 12 months immediately following Year 1 or ☐ to or ☐ N/A;

"Year 3": ☒ the 12 months immediately following Year 2 or ☐ to or ☐ N/A;

"Year 4": ☐ the 12 months immediately following Year 3 or ☐ to or ☐ N/A;

(collectively, the **"Term"**).

1.2 **"Start Date"** is a defined term that applies only if a Digital Library is ordered, and if so, is the earlier of the first day of the first calendar month: (i) during which you initially have access to the Development Site or (ii) which occurs (i.e., is current) 30 days after this Agreement is fully executed by both parties.

1.3 This Agreement may be terminated during the Term for a material breach that remains uncured for more than 30 days after the breaching party receives written notice from the non-breaching party identifying the specific breach. If this Agreement is properly terminated during a Commitment Period in which funds are due to LN, then LN will prorate annual commitment amounts for such Commitment Period. The basis of such proration shall be the number of full or partial months this Agreement is in effect during such Commitment Period divided by 12.

2. ELECTED SERVICES AND COMMITMENT

Subscriber elects the following products and services by checking all applicable boxes below:

☒ **DIGITAL LIBRARY AND MULTI-YEAR PRINT**

DLMYP 2.1: These Clauses 2.1 through 2.6 amend the Pub. Svcs. Terms with respect to the Digital Library And Multi-Year Print product offering described below.

DLMYP 2.2: During the Term, LN grants you the right to access the Digital Library for use on your Authorized Users' computers and supported mobile devices. **"Authorized Users"** refers to your U.S.-based employees, temporary employees, contractors and (in case of academic institutions) faculty and currently enrolled students that you authorize (or permit) to access any Publication Service. You will also have the ability to acquire content directly from OverDrive (the **"OverDrive Content"**). Any access to or use of the OverDrive Content is subject to the separate financial arrangement between you and OverDrive and LN disclaims any and all liability for the OverDrive Content. You will be billed for the OverDrive Content directly by OverDrive.

DLMYP 2.3: LN will begin creating your Digital Library after this Agreement becomes binding on both parties. There will be a set-up period of approximately four weeks before you will have access to the Digital Library. You will be invoiced monthly for the commitment amounts for the Digital Library (Application Services Fee and Digital Library eBooks and (if applicable) the Law School Publishing eBooks).

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DLMYP 2.4: For access to the Digital Library during the Initial Term, you will pay to LN the following Commitment Amounts:

Commitment Period	Digital Library eBooks (Rider No. 1) Commitment	Application Service Fee Commitment	Total Commitment (Digital Library)
Year 1	\$62,481	\$5463	\$67,944
Year 2	\$65,605	\$5627	\$71,232
Year 3	\$68,885	\$5796	\$74,681
Year 4			

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

Subscriber elects the following entitlement model for the Digital Library eBooks:

☐ **Single Copy/Single User**

Digital Library eBook titles licensed hereunder shall be subscribed to and entitled to on a per unit basis (e.g., subscriptions of 2 copies will entitle 2 copies), with the number of units as listed on Rider 1; provided however, that if Subscriber pays for 4 or more copies of the same title, then the copy entitlement shall be set to allow simultaneous access by Subscriber's Authorized Users.

☒ **Simultaneous Access**

Digital Library eBook titles shall be set to allow entitlement on a simultaneous access basis for use by Subscriber's Authorized Users as listed on Rider 1, provided however that if Permitted Adjustments (as defined below) to the titles or quantities are made, then the following rules will apply:

- Any cancellation of a Digital Library eBook title shall be a cancellation of access to that Digital Library eBook title in its entirety.
- You may purchase entitlements for cancelled Digital Library eBook titles in Year 1 or thereafter on a single user entitlement per copy basis. To restore simultaneous access for such re-purchased Digital Library eBook titles, you must repurchase a whole number quantity of such title at the then-current list price, such that the total spent on that Digital Library eBook title for all quantities now meets or exceeds the price paid when cancelled.
- Any new Publications added in Digital Library eBook format must be added in a quantity of at least 4 to get simultaneous access entitlement. A "new" Publication is one to which Subscriber has not subscribed in any form of media within the past twelve (12) months.

Notwithstanding the copy entitlements described herein, Publications from The Florida Bar, CSC, ABA, AHLA, ALM, some state code titles, and certain other licensed publications may be excluded from one or both of these models. If you have selected Simultaneous Access above, some Publications may only be made available to you on a single copy/single user basis. For a complete list of Publications excluded, please ask your representative.

LN reserves the right to adjust your Year 1 quantities for Rider 1 (including those that may satisfy entitlement qualifications) based on actual quantities purchased at any time in the last 12 months (versus quantities subscribed to during the negotiation of this Agreement).

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

Single Copy/Single User

If Single-Copy/Single User model is checked above, then your "Matching Discount" shall be in the percentage amounts that follow off of then-current LN list price: Year 1: %; Year 2: %; Year 3: %; Year 4: % which shall apply to up to the quantity of each Digital Library eBook title listed on Rider 1.

Simultaneous Access

If Simultaneous Access model is checked above, then your Matching Discount shall be 100%. You may apply this Matching Discount on no more than the number listed as Maximum Matching Print Quantities in the column on Rider 1. This number is calculated as 60% of the quantity of each Digital Library eBook title to which your Simultaneous Access is based, and any fractional quantities are rounded. Any additional copies you elect to purchase will be priced at then-current upkeep prices minus any discounts you may have been receiving in acknowledgement of your LN online contract on such titles immediately before this Agreement was signed.

The Matching Discount is provided for the Term of this Agreement in recognition of your adoption of the Digital Library. ABA, ALM, some state code titles, and certain other licensed publications are excluded from the Matching Discount. For a complete list of Publications excluded from the Matching Discount, please ask your representative.

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DLMYP 2.6: LN will provide you with **Print without Matching Discount** as listed on the attached **Rider 2**. In exchange for the Publications listed on Rider 2, you will pay to LN the annual Commitment Amount of \$245 for Service Subscriptions and \$4591 (Estimated) for Non-Service Subscriptions for such Publications for Year 1. In subsequent years of the Term, the Commitment Amounts for Service Subscriptions for Publications without Matching Discount are subject to a 3% fixed annual increase, and the Commitment Amounts for Non-Service Subscriptions without Matching Discount will receive an additional 5% discount on all Updates (defined below).

☐ **MULTI-YEAR PRINT ONLY**

MYP 2.1: These Clauses 2.1 through 2.3 amend the Pub. Svcs. Terms with respect to the Multi-Year Print product (without ordering a Digital Library) offering described below. You will be invoiced monthly for the commitment amounts for your Multi-Year Print products under this Agreement.

MYP 2.2: Service Subscriptions. The Publications that you are renewing or ordering pursuant to this Agreement that are classified as "Service Subscriptions" are detailed in the attached **Rider No. 1**. The first year Service Subscription Total is \$_____. The Service Subscription Total will be subject to an annual increase of _____ %.

MYP 2.3: Non-Service Subscriptions. The Publications that you are ordering pursuant to this Agreement that are classified as "Non-Service Subscriptions" are detailed in the attached **Rider No. 1**. The estimated first year Non-Service Subscription Total is \$_____. During the Initial Term, LN will provide a _____ % discount on all Updates for the non-service publications listed on Rider 1.

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

3.1 Due to your overall annual spending level on all Publications provided herein as well as the other products and services provided by LN (or its affiliate Matthew Bender & Company, Inc.) even if not mentioned herein ("**All LN Products**") as determined based on the 12 months prior to the date this Agreement is executed by you, you are considered a "**Preferred Customer**" of LN and will receive special pricing for Publications included herein. If your overall annual spending level for All LN Products decreases significantly during the Term, you may no longer be considered a Preferred Customer and LN reserves the right to adjust the pricing to reduce or eliminate the Preferred Customer discount upon 30 days written notice to you.

3.2 During Year 1 of this Agreement, you will subscribe to the Publications listed on the attached Riders 1 and 2. After Year 1 of this Agreement and subject to Section 3.3 below, you may elect to substitute or change the Publications listed in the attached Riders 1 and 2 only once per Year upon 45 days prior written notice to LN to be effective as of the start of the next Commitment Period, as the case may be ("**Permitted Adjustments**").

3.3 Your Year 1 Commitment Amounts as listed on the attached Riders 1 and 2 are collectively the "**Threshold Spend**" amount. Your substitutions for Publications of greater value or adding of Publications shall require you to pay the Threshold Spend amount plus the increased total amount over the Threshold Spend. Your substitutions for Publication of lesser value or removal of Publications shall require you to continue to pay the Threshold Spend.

4. Service Subscriptions and Non-Service Subscriptions

Publications that you are renewing or ordering pursuant to this Agreement are classified as Service Subscriptions or Non-Service Subscriptions as are detailed in the attached Riders, which are incorporated herein by reference. You will be invoiced for Non-Digital Library Publications as follows: Service Subscriptions will be billed at the start of each Commitment Period, and Non-Service Subscriptions will be shipped and billed as releases become available.

4.1 "S" Service Subscription -Price includes product and Updates published during the indicated service period (minimum 30 days) at no additional charge except tax, shipping and handling where applicable.

4.2 "NS" Non-Service Subscription - Price includes product only, plus any updates published within 30 days of purchase or as otherwise indicated. You will receive and be billed for future updates outside of the 30-day period without any action on your part. Estimated prior year prices and update frequency are shown with the description of each title. Non-Service Electronic Publications will be updated via automatic shipment to you, or by LN either pushing the Update to you electronically or notifying you that an Update is available for download.

4.2.1 Unless otherwise indicated, pricing (including any grand total, retail price, or other pricing) does not include tax or shipping and handling, which will be charged and due at the then current rates. Shipping and handling amounts will be invoiced separately or will be included in your final invoiced amount. If you have chosen a monthly billing option, shipping and handling charges will be prorated over the term of the subscription and billed accordingly.

4.2.2 By placing an order, you agree you have been advised of the number of Updates and the cost related to the Updates that were made to the Publications last year. Renewal and Update price estimates are based on prior year costs and do not reflect actual costs associated with future renewal and Updates, which will likely include an increase over prior year's subscription price. The number of Updates and the upkeep costs may vary due to developments in the law and other publishing issues, but you may use this as a rough estimate of future shipments. You may call for Support at 800-833-9844 for additional information on Update frequency and price.

5. Confidential Information. This Agreement contains confidential information, including pricing information, of LN (the "**Confidential Information**"). You understand that disclosure of Confidential Information could cause competitive harm to LN. You

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agree to receive and maintain the Confidential Information in trust and confidence and to take reasonable precautions against its disclosure to any third person in accordance with the Commonwealth of Virginia Freedom of Information Act.

6. You grant to LN and its affiliates permission to identify you as a subscriber to the Digital Library (if ordered).

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

8. **Commonwealth Addendum.** The negotiated terms referred in the Commonwealth of Virginia Contract Form Addendum to Contractor's Form "Form") signed June 22, 2020 is hereby attached herewith as Exhibit A. The terms of this section shall prevail in the event of a conflict with other terms of this agreement. This agreement has been reviewed by staff of the agency. Its substantive terms are appropriate to the needs of the agency and sufficient funds have been allocated for its performance by the agency. This contract is subject to appropriations by the Virginia General Assembly.

Agreed to and accepted by:

"Subscriber": William & Mary School of Law (William & Mary, an Agency of the Commonwealth of Virginia ("W&M"))	
[MUST BE COMPLETED BY YOU]	
Authorized Subscriber Signature:	Mama Austin
Printed Name:	Mama Austin
Job Title:	Director of Procurement
"Signature Date":	5/11/2020
Number of Authorized Users for Digital Library:	

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**COMMONWEALTH OF VIRGINIA
CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM**

AGENCY NAME: WILLIAM & MARY

CONTRACTOR: LEXISNEXIS, A DIVISION OF RELX INC.

William & Mary, an Agency of the Commonwealth of Virginia ("W&M"), and the Contractor are this day entering into a contract and, for their mutual convenience; the parties are using the standard form agreement provided by the Contractor, LEXISNEXIS, A DIVISION OF RELX INC. This addendum, duly executed by the parties, is attached to and hereby made a part of the Law School Subscription Pricing Agreement between W&M and Contractor dated March 24, 2020.

The Contractor represents and warrants that it is a(n) ☐ individual proprietorship ☐ association ☐ partnership ☐ corporation ☐ governmental agency or authority authorized to do in Virginia the business provided for in this contract.

Notwithstanding anything in the Contractor's form ("entitled Law School Subscription Pricing Agreement") to which this Addendum is attached, the payments to be made by W&M for all goods, services and other deliverables under this contract shall not exceed the quoted amount unless approved in writing by W&M Procurement Services Department; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to W&M. The total cumulative liability of W&M, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor and not as an agent or employee of W&M.

SECTION I: Provisions of this Addendum

The Contractor's form as negotiated and with the exceptions noted herein, is acceptable to W&M. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by W&M and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding anything to the contrary in the attached Contractor's form, none of the following shall have any effect or be enforceable against W&M:

1. Requiring W&M to maintain any type of insurance either for W&M's benefit or for the contractor's benefit;
2. Requiring W&M not to disclose records as is required under the Freedom of Information Act in Virginia and/or requiring written permission (as opposed to any other rights afforded Contractor under the Freedom of Information Act) from the Contractor prior to disclosure of said record.
3. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
4. [Reserved. The terms of the Form are incorporated into the Contractor's form]
5. Requiring W&M to indemnify or to hold harmless the Contractor for any act or omission. Notwithstanding the foregoing, W&M will be responsible for its Authorized Users' access to and use of the Online Services;
6. Imposing interest charges contrary to that specified by the Code of Virginia, Section 2.2-4355, Prompt Payment; the provisions required by Va. Code §2.2-4354 obligating Contractor to make prompt payment to all subcontractors and provide W&M with a valid taxpayer identification number;

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7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by W&M if the contract is terminated before its ordinary period;
8. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring that any dispute under the contract be resolved in the courts of any state other than Virginia;
9. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of W&M before the contract is considered in effect;
10. Delaying the acceptance of this contract or its effective date beyond the date of execution;
11. Limiting or adding to the time period within which claims can be made or actions can be brought;
12. [Reserved. The extent of any liability of Contractor for the products provided herein shall be as described in Contractor's form. The parties acknowledge that these products provide access to Online Services and the limitations of liability in Contractor's form are reasonable].;
13. Permitting unilateral modification of this contract by the Contractor, except where such terms are license terms applied prospectively and to other similarly situated customers of the same products and services.;
14. Binding W&M to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
15. Obligating W&M to pay costs of collection or attorney's fees;
16. Granting the Contractor a security interest in property of W&M;
17. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of W&M.
18. Requiring transportation terms other than 'FOB Destination', with potential risk loss passing to W&M at delivery by Contractor to 'FOB Origin/Point'.
19. Requiring W&M to agree to or be subject to any form of equitable relief not authorized by the Constitution of laws of Virginia.
20. Granting Contractor or an agent of Contractor the right to audit or examine, directly or indirectly, W&M's computers, networks, books, records, or accounts, whether stored electronically or on paper, for any Authorized User. This requirement may not be waived by any party unless agreed upon in writing by a duly authorized Officer of the Purchasing Department.

The Contractor shall observe the following:

21. Immigration: Contractor does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
22. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this agreement:

- i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

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- ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;
- iii) Nonvisual Access Technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- iv) the Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the designated representative of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia.

23. If the agreed upon compensation for this Agreement exceeds \$10,000, the provisions required by §10 Rules Governing Procurement Chapter 4.10 (§23-38.88 et seq.) of Title 23 of the Code of Virginia prohibiting Contractor from discriminating in employment and Governing Rules §11 obligating Contractor to provide a drug-free workplace.

SECTION II: Required Terms and Conditions

The following clauses shall be incorporated as part of the agreement:

- A. **PURCHASING MANUAL:** This Agreement is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education, hereby incorporated into this contract in their entirety. These policies are structured to support the mission of higher education and to comply with the principles of the Virginia Public Procurement Act and are in compliance with the individually adopted "Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia" (hereafter referred to as "The Governing Rules"). A copy of the manual is normally available for review at www.wm.edu/procurement. Notwithstanding the foregoing, any portions of the manual that must be complied with by W&M are the responsibility of W&M, and W&M represents that Contractor's form includes any portions that apply to or affect Contractor for the purpose of this agreement.

- B. CANCELLATION OF CONTRACT:** W&M reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. CONFIDENTIALITY:** Trade secrets or proprietary information shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure Contractor must invoke the protections of Section 34, Rules Governing Procurement, in writing in response to a request from W&M for comment prior to disclosure. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.
- D. The classification of an entire document, current line item prices and/or current total prices or fees as proprietary or trade secrets is not acceptable. The parties agree that Confidential Information may be disclosed in response to a Virginia Freedom of Information request.**
- E. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of W&M.
- F. MODIFICATIONS:** This Contract may be modified in accordance with §8 of the *Rules Governing Procurement*. The representatives noted below may only make such modifications. No modifications to this Contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.
- Any Contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or \$50,000.00, whichever is greater, without the approval of the Institution's president or his authorized designee.
- G. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, W&M, after due written notice, may terminate this Agreement without penalty and procure them from other sources only if LN is unable to deliver the services within 30 days of W&M's written notice. This remedy shall be in addition to any other remedies which W&M may have.
- H. INSURANCE:** Contractor certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §25 of the *Rules Governing Procurement*. The Contractor further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

In instances where a resulting contract award requires the contractor's employees presence on state property at any time, the contractor shall issue a Certificate of Liability Insurance (COL) prior to the beginning of the project. It shall be understood that William & Mary and the Virginia Institute of Marine Science (W&M), are deemed to be one agency of W&M.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify W&M of increases in the number of employees that change their workers' compensation requirements under the *Rules Revised 9.27.19 Governing Procurement* during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.

3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. William & Mary must be named as an additional insured and so endorsed on the policy, and the proper name is: "The Commonwealth of Virginia, and the Rector and Board of Visitors of William & Mary, its officers, employees, and agents."

4. Automobile Liability- \$1,000,000 – per occurrence.

I. TAXES: Sales to W&M are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. W&M's excise tax exemption registration number is 10-546001718F.

J. CLAIMS PROCEDURE: Contractual claims for payment under the Agreement shall be submitted in writing no later than sixty (60) days after W&M states in a writing delivered to the Contractor that it has made its final payment to the contractor under the Agreement and that Contractor must submit any claim within 60 days thereafter. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

W&M's procedure for deciding such contractual claims is:

The Contractor must provide the written claim to:

Director of Procurement
Grigsby Drive, Facilities Management Bldg, Lower Level
William & Mary
P.O. Box 8795
Williamsburg, Virginia 23187-8795

- Although the Contractor may, if it chooses, attempt to resolve its claim directly with W&M department using the product or services rather than the one stated in the above paragraph, the Contractor must submit any unresolved claim in writing, no later than sixty (60) days after notice of final payment is delivered to the Contractor in accordance with the opening paragraph of this subsection (w), to the Director of Procurement if it wishes to pursue its claim.
- Upon receiving the written claim, the Director of Procurement will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the contractor. If such discussion is to be held, the Director of Procurement will contact the Contractor and arrange such discussion.
- The Director of Procurement will mail his or her decision to the Contractor within sixty (60) days after receipt of the claim. The decision will state the reason for granting or denying the claim.
- The Contractor may appeal the Director of Procurement's decision to:

Chief Financial Officer
College Apartments
William & Mary
P.O. Box 8795
Williamsburg, Virginia 23187-8795

Upon receiving the written appeal, the Chief Financial Officer will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Contractor. If such discussion is to be held, Chief Financial Officer will contact the Contractor and arrange such discussion.

The Chief Financial Officer will mail his or her decision to the Contractor within thirty (30) days after the Chief Financial Officer's receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

K. Nothing set forth in this section shall limit, delay or reduce the Contractor's ability to seek equitable relief from a court of competent jurisdiction in the Commonwealth of Virginia to the extent permitted by Virginia law. In addition, to the extent W&M brings a claim against the Contractor, then the Contractor shall in no event be precluded from asserting a counterclaim for payments due under the Agreement regardless of whether such counterclaim is raised within the 60 day period specified above. In the event that a contract allows for reimbursement to the Contractor for out-of-pocket expenses, travel, meals, lodging, etc., reimbursement will be processed in accordance with W&M's travel regulations posted at: <http://www.wm.edu/offices/financialoperations/travel/>

L. TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION:

If requested, Contractor will provide an accurate, completed Commonwealth of Virginia substitute W-9 form. <http://www.wm.edu/offices/financialoperations/documents/wmsubw9.pdf>

This contract consisting of this W&M addendum and the attached Contractor's form contract constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract is subject to appropriations by the Virginia General Assembly.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

LEXISNEXIS, A DIVISION OF RELX INC

CONTRACTOR
by

Mallory Coakley

Mallory Coakley

Title

Director, Segment Management

**Date of
Signature**

June 22, 2020

WILLIAM & MARY

AGENCY
by

Marra
Austin

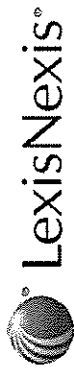
Digitally signed by Marra Austin
DN: cn=Marra Austin, o=William &
Mary, email=maustin@wm.edu, c=US
Date: 2020.06.23 11:09:27 -0400

Title

**Date of
Signature**

W&M does not discriminate against faith-based organizations.

Pub	eBook ISBN	eBook Title	QTY	Year 1 + 3%	Year 2 + 3%	Year 3 +5%	Maximum Matching Print Qty
00068	9781579113940	Computer Law: A Guide to Cyberlaw and Data Privacy Law	UNL	\$ 1,192	\$ 1,252	\$ 1,315	1
00323	9781579116439	Treatise on Environmental Law	UNL	\$ 2,123	\$ 2,229	\$ 2,341	1
00325	9781579116446	Immigration Law & Procedure	UNL	\$ 2,722	\$ 2,858	\$ 3,001	1
00397	9781579114588	Education Law	UNL	\$ 1,502	\$ 1,577	\$ 1,656	1
00407	9781579117030	Treatise on Health Care Law	UNL	\$ 769	\$ 807	\$ 848	1
00410	9780327173182	Moore's Federal Practice	UNL	\$ 5,619	\$ 5,900	\$ 6,195	1
00465	9780327173168	Nimmer on Copyright	UNL	\$ 2,510	\$ 2,635	\$ 2,767	1
00525	9780327173175	Chisum on Patents	UNL	\$ 3,838	\$ 4,030	\$ 4,231	1
00550	9781579117580	Powell on Real Property	UNL	\$ 3,804	\$ 3,994	\$ 4,194	1
00623	9781579118044	Smit & Herzog on The Law of the European Union	UNL	\$ 1,987	\$ 2,086	\$ 2,190	1
00626	9781422480168	Larson's Employment Discrimination	UNL	\$ 2,666	\$ 2,800	\$ 2,940	1
00803	9780327170631	Weinstein's Federal Evidence	UNL	\$ 3,192	\$ 3,351	\$ 3,519	1
03009	0009030090005	American Indian Law: Native Nations and the Federal System	1	\$ 1,576	\$ 1,655	\$ 1,737	NA
04476	0009447600002	Page on the Law of Wills	UNL	\$ 305	\$ 320	\$ 336	1
22425	0009224250000	Arkfeld on Electronic Discovery and Evidence	UNL	\$ 279	\$ 293	\$ 308	1
22432	0005126941008	Arkfeld's Best Practices Guide for Electronic Discovery and Evidence	UNL	\$ 116	\$ 121	\$ 127	1
22439	9781522107873	Arkfeld's Best Practices Guide for ESI Pretrial Discovery -- Strategy and Tactics , 2016-2017 Edition	UNL	\$ 116	\$ 121	\$ 127	1
22442	0009126960007	Arkfeld's Best Practices Guide for Legal Hold	UNL	\$ 146	\$ 153	\$ 161	1
22443	9781522107897	Arkfeld's Best Practices Guide: Information Technology Primer for Legal Professionals	UNL	\$ 116	\$ 121	\$ 127	1
34227	0009342271208	Goolsby & Haas on Virginia Corporations	UNL	\$ 86	\$ 90	\$ 95	1
35474	0009354741201	Virginia School Law Deskbook	UNL	\$ 71	\$ 75	\$ 79	1
35565	9781630446925	Virginia Liens in Personal Injury Actions, Third Edition	UNL	\$ 71	\$ 75	\$ 79	1
37575	0009375750015	Federal Veterans Laws, Rules and Regulations	1	\$ 88	\$ 93	\$ 97	1
37578	0009195380003	Veterans Benefits Manual	5	\$ 896	\$ 941	\$ 988	3
49100	9780327182948	Virginia Advance Code Service	UNL	\$ 283	\$ 297	\$ 312	2
49175	9780327173847	Virginia Advance Legislative Service	UNL	\$ 396	\$ 415	\$ 436	2
49226	0009492261203	Virginia Rules Annotated	UNL	\$ 619	\$ 650	\$ 682	1
49240	9781522103288	Virginia Advance Court Rules and Practice Service	UNL	\$ 374	\$ 393	\$ 412	1
60210	0009602101306	Modern Child Custody Practice	UNL	\$ 341	\$ 359	\$ 376	1
60652	0009606521209	Bryson on Virginia Civil Procedure	UNL	\$ 461	\$ 484	\$ 508	1
60659	0009606591202	Virginia Civil Procedure	UNL	\$ 444	\$ 467	\$ 490	2
60666	0009606661202	Virginia Domestic Relations Handbook	UNL	\$ 447	\$ 469	\$ 492	1
60748	0009607481205	Waters and Water Rights	UNL	\$ 1,045	\$ 1,098	\$ 1,152	1
60877	0009608771206	Federal Criminal Trials	UNL	\$ 216	\$ 227	\$ 239	1
60904	0009609041209	Virginia Criminal Law Case Finder	UNL	\$ 285	\$ 299	\$ 314	1
61000	0009610001209	Virginia Criminal Law and Procedure	UNL	\$ 658	\$ 691	\$ 725	1
61175	0009611751202	Sexual Assault Trials	UNL	\$ 96	\$ 100	\$ 105	1
61876	0009618761204	Regulatory Takings	UNL	\$ 144	\$ 151	\$ 159	1
61982	0009619821303	Personal Injury Law in Virginia	UNL	\$ 463	\$ 486	\$ 511	1
61996	0009619960002	The Law of Evidence in Virginia	UNL	\$ 612	\$ 643	\$ 675	2
62030	0006137711000	Lawyers' Medical Cyclopedia	UNL	\$ 728	\$ 764	\$ 803	1
62380	0009623801209	Scientific Evidence	UNL	\$ 133	\$ 140	\$ 147	1
62410	0009624101209	Court-Martial Procedure	UNL	\$ 357	\$ 375	\$ 394	1
62514	0006137511006	Virginia Forms	UNL	\$ 1,016	\$ 1,067	\$ 1,120	1
62760	0009627601201	Virginia Personal Injury Forms	UNL	\$ 132	\$ 139	\$ 146	1
62781	0009627811204	Harrison on Wills and Administration for Virginia and West Virginia	UNL	\$ 1,661	\$ 1,744	\$ 1,831	1
62935	0009629351203	Fourth Circuit Criminal Handbook	UNL	\$ 293	\$ 308	\$ 323	1
63310	9780327183105	Corbin on Contracts Ebook	UNL	\$ 1,553	\$ 1,630	\$ 1,712	1
63350	0009633501205	Search and Seizure	UNL	\$ 140	\$ 147	\$ 154	1
63962	0009639621204	Liability of Corporate Officers and Directors	UNL	\$ 394	\$ 414	\$ 434	1
64330	0009643301208	Federal Habeas Corpus Practice and Procedure	UNL	\$ 366	\$ 384	\$ 403	1
64584	0009645841207	Land Use Law	UNL	\$ 735	\$ 772	\$ 811	1
65190	0009651901209	Newsgathering and the Law, 5th Edition	UNL	\$ 67	\$ 71	\$ 74	1
65785	0009657851201	Virginia Workers' Compensation: Law and Practice	UNL	\$ 297	\$ 312	\$ 328	1
65810	0009658100001	Mental Disability Law: Civil and Criminal, Third Edition	UNL	\$ 483	\$ 507	\$ 533	1
66461	0009664611201	Virginia Insurance Case Finder	UNL	\$ 119	\$ 125	\$ 131	1
66471	0009664711208	Punitive Damages	UNL	\$ 540	\$ 567	\$ 595	1
66538	0009665831202	Federal Rules of Evidence Manual	UNL	\$ 1,227	\$ 1,288	\$ 1,353	1
66607	0009666071201	Virginia Domestic Relations Case Finder	UNL	\$ 84	\$ 88	\$ 93	1
66610	0009666101205	Enforcement of Judgments and Liens in Virginia	UNL	\$ 516	\$ 542	\$ 569	1
66911	0009669111201	Military Rules of Evidence Manual	UNL	\$ 314	\$ 330	\$ 346	1
66928	0009669281201	Military Criminal Justice: Practice and Procedure	UNL	\$ 278	\$ 292	\$ 307	1
67899	0009678990019	Virginia Civil Benchbook for Judges and Lawyers	UNL	\$ 878	\$ 922	\$ 968	1
67900	9781522180784	Virginia Criminal Benchbook for Judges and Lawyers	UNL	\$ 331	\$ 347	\$ 365	1
67900	0009679000113	Virginia Criminal Benchbook for Judges and Lawyers, 2018-2019 Edition	UNL	\$ 582	\$ 611	\$ 642	1
67922	0009679221204	Sinclair on Virginia Remedies	UNL	\$ 476	\$ 500	\$ 525	2
67950	0009679500019	Virginia Model Jury Instructions - Civil	UNL	\$ 630	\$ 662	\$ 695	1
67988	0009679880166	Virginia Model Jury Instructions - Criminal, 2018-2019 Edition	UNL	\$ 542	\$ 569	\$ 598	1
68181	0009681811202	Friend's Virginia Pleading and Practice	UNL	\$ 1,036	\$ 1,088	\$ 1,142	1
74700	9780327185017	Michle's Jurisprudence of Virginia and West Virginia	UNL	\$ 3,212	\$ 3,372	\$ 3,541	1
80464	0009804641204	Federal Standards of Review	UNL	\$ 191	\$ 201	\$ 211	1
82458	0009824581207	Criminal Trial Error and Misconduct	UNL	\$ 209	\$ 220	\$ 230	1
83550	0009835501201	State Constitutional Law: Litigating Individual Rights, Claims, and Defenses	UNL	\$ 284	\$ 298	\$ 313	1
Grand Total				\$ 62,481	\$ 65,605	\$ 68,885	



Rider No. 2 for

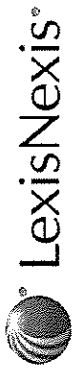
Publications without Matching Discount Subscriptions

William & Mary Law School

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Publications without Matching Discount SERVICE SUBSCRIPTIONS

City	Account #	ISBN	Pub Number	Title Description	Media Type	1st Year Renewal Price
Williamsburg	0000107421	9781422410691	49572	Va Register Full Set W/Service	Print	\$ 245
First Year Service Subscription Total						\$ 245



Rider No. 2 for
Publications without Matching Discount Subscriptions

Publications without Matching Discount NON-SERVICE SUBSCRIPTIONS

City	Account #	ISBN	Pub Number	Title Description	Media Type	Est. No. of Updates/Yr	Est. Y1 NS List Upkeep Cost Per	QTY	Est. Y1 NS Extended Cost
Williamsburg	0000107421	9781562573386	49250	Va Circuit Court Opinions 104 Volumes	Print	4	\$ 1,665	2	\$ 3,163
Williamsburg	9815638006	0005670410005	67041	Manual of Federal Practice Standing Order	Print	2	\$ 987	1	\$ 937
Williamsburg	0000107421	9780874732870	73055	Instructions for Va & Wv 4 Vols Full Set	Print	2	\$ 258	2	\$ 490
Est. First Year Non-Service Subscription Total									\$ 4,591



**Appropriations Addendum
For LexisNexis Digital Library**

"Subscriber": William & Mary School of Law (William & Mary,
an Agency of the Commonwealth of Virginia
(W&M))

"LN": LexisNexis, a division of RELX Inc.

This Appropriations Addendum for LexisNexis Digital Library ("Addendum") amends and supplements the terms of LexisNexis Digital Library And Multi-Year Print Agreement between LN and Subscriber, including any and all amendments thereto (collectively the "Agreement"), and the parties agree to the following:

Non-Appropriation of Funds

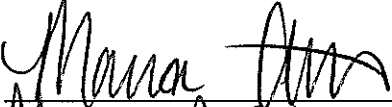
If funds are not appropriated or allocated for payment for the types of services contemplated under the Agreement for any current or immediately subsequent fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any calendar month upon 90 days prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts due up to the time of termination. In addition, in order to exercise this option, Subscriber shall certify and warrant in writing to LN, under penalty of perjury, that funds for the type(s) of services contemplated have not been appropriated to continue the Agreement for the current or immediately subsequent fiscal year. For a point of clarification, substituting the services provided by LN to another service provider under any circumstances is not grounds to exercise this option.

General Terms

This Addendum and the Agreement constitute the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotation on that subject matter. Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

This Addendum is subject to acceptance by LN, which acceptance may be evidenced by initiating its performance under this Addendum.

Agreed to and accepted by:

"Subscriber":	William & Mary School of Law (William & Mary, an Agency of the Commonwealth of Virginia (W&M))
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	Maria Austin
Job Title:	Director of Procurement
Date:	5/11/2021

THIS ADDENDUM DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. YOU MAY ACCEPT THIS ADDENDUM BY SIGNING ABOVE. LN MAY ACCEPT THIS ADDENDUM BY PROVIDING ACCESS TO THE PRODUCTS REFERENCED HEREIN OR OTHERWISE INITIATING ITS PERFORMANCE UNDER THIS ADDENDUM.

W&M Tracking# WM22-2524



LexisNexis®

Law School Publishing eBooks Addendum
for LexisNexis Digital Library

"Subscriber": William & Mary School of Law (William & Mary,
an Agency of the Commonwealth of Virginia
(W&M))

"LN": LexisNexis, a division of RELX Inc.

This Law School Publishing eBooks Addendum for LexisNexis Digital Library ("Addendum") amends and supplements the terms of LexisNexis Digital Library And Multi-Year Print Agreement between LN and Subscriber, including any and all amendments thereto (collectively the "Agreement"), and the parties agree to the following:

A. Law School Publishing eBooks

"Digital Library eBooks" includes not only "Non-Law School Publishing eBooks" but also "Law School Publishing eBooks" as stated in Rider 3. As such, for access to the Digital Library for Year 1, the Commitment Amounts are broken down as follows:

- ☒ "Non-Law School Publishing eBooks" = \$62,481 (Rider 1) and
- ☒ "Law School Publishing eBooks" = \$18,376 (Rider 3)

A "Matching Publication" is a Non-Digital Library Publication to which a Subscriber subscribes when it has also subscribed to that Publication title in a Digital Library eBook (other than as a Law School Publishing eBook) during at least the same period.

Law School Publication eBooks do not count toward the (a) Minimum Spend Amount as that amount is used for calculations for the "Publication Changes" section only and (b) All LN Products amount as that amount is used for calculations for the "Preferred Customer Discount" section only. The timing of changes remains unaffected.

Subscriber represents and warrants that at the time of the execution of this Addendum, there are no more than _____ Authorized Users. If Subscriber wishes to have more or fewer Authorized Users available under this Addendum, then (i) the parties will negotiate in good faith to make an appropriate adjustments to the amounts payable under this Addendum based on LN's then-current rate structure and applicable discounts and (ii) if the parties are unable to agree upon an appropriate adjustment, LN may immediately terminate this Addendum upon written notice to Subscriber.

B. General Terms

This Addendum and the Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotation on that subject matter. Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

Agreed to and accepted by:

"Subscriber": <u>William & Mary School of Law (William & Mary, an Agency of the Commonwealth of Virginia (W&M))</u>	LexisNexis, a division of RELX Inc.
[MUST BE COMPLETED BY SUBSCRIBER]	[COMPLETED BY LEXISNEXIS]
Authorized Subscriber Signature: <u>[Signature]</u>	Authorized Signature: <u>[Signature]</u>
Printed Name: <u>Mama Austin</u>	Printed Name: <u>Diana M Spaulding</u>
Job Title: <u>Director of Procurement</u>	Job Title: <u>Sr Director LexisNexis</u>
Date: <u>5/11/2021</u>	Date: <u>5/11/2021</u>

THIS ADDENDUM DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS ADDENDUM BY SIGNING ABOVE. LN MAY ACCEPT THIS ADDENDUM BY PERFORMING ACCORDING TO THIS ADDENDUM OR BY SIGNING ABOVE.

W&M Tracking# WM22-2524

Rider 3: Study Aid Content for William & Mary Law School

Pub Number	Content Identifier	Title Description	Values				
Pub	eBook ISBN	Package Title	QTY	Year1	Year2	Year3	
3450	9781531159153	CAP Study Aid Bundle Q&A and Understanding	UNK	\$13,702	\$14,113	\$14,536	
47	000900471308	Understanding Juvenile Law 4th Ebook					
64	000900641305	Understanding Business Law 3rd Edition Ebook					
65	000900651304	Understanding Sales & Leases of Goods 2e Ebook					
127	000901271307	Understanding Conflict of Laws 4e Ebook					
188	0009001881304	Understanding Contracts 3rd Ebook					
284	0009002841307	Understanding Corporate Law 4th Edition Ebook					
426	0009004261301	Understanding Federal Income Taxation Law 4th Edition Ebook					
543	0009005431306	Understanding Torts 3e Ebook					
545	0009005451301	Understanding Property Law Ebook					
586	0009005861302	Understanding Remedies 3e Ebook					
587	0009005871301	Understanding Secured Transactions 5e Ebook					
596	0009005961309	Understanding Family Law 4e Ebook					
728	0009007281306	Understanding Trusts & Estates 3e Ebook					
799	0009007991307	Understanding Criminal Law Ebook					
797	0009007971306	Understanding Civil Proc 5th Edition Ebook					
834	0009008341306	Understanding Securities Law 6th Ed Ebook					
837	0009008371303	Understanding Insurance Law Ebook					
839	00090083910017	Understanding Copyright Law 6th Edition Ebook					
844	0009008441303	Understanding Federal Court Jurisdiction Ebook					
848	0009008481309	Understanding Environmental Law 3rd Edition Ebook					
863	0009008631308	Understanding Constitutional Law 4th Edition Ebook					
871	0009008711307	Understanding Intellectual Property Ebook					
876	0009008761302	Understanding Lawyers Ethics 4e Ebook					
881	0009008811301	Understanding Antitrust 6e Ebook					
1158	0009011581307	Understanding Labor Law 4e Ebook					
1123	0009011231304	Understanding Negotiable Instruments & Payment Systems Ebook					
1113	00090111313018	Understanding Towing & Land Use Control 3e Ebook					
1165	0009011651309	Understanding Partnership & Ux Taxation Ebook					
1191	0009011911305	Understanding Employment Discrimination 3e Ebook					
1123	0009011231303	Understanding International Law Ebook					
1123	0009011231303	Understanding White Collar Crime 3e Ebook					
1127	0009011271307	Understanding Modern Real Estate Transactions Ebook					
1133	0009011331306	Understanding Corporate Taxation 2e Ebook					
1137	00090113713016	Understanding International Business & Finance Trans 4e Ebook					
1147	0009011471301	Understanding Local Government 2e Ebook					
1155	0009011551300	Understanding Capital Punishment and Law 3e Ebook					
1157	0009011571300	Understanding Evidence 4e Ebook					
1167	0009011671302	Understanding Trademark Law Ebook					
1165	0009011651307	Understanding First Amendment Law 5th Edition Ebook					
1168	0009011681304	Understanding International Criminal Law 3e Ebook					
1172	0009011721307	Questions & Answers on Business Associations Ebook					
1173	0009011731306	Questions & Answers on Civil Procedure 3rd Ed Ebook					
1174	0009011741305	Questions & Answers on Constitutional Ebook					
1175	0009011751304	Questions & Answers on Contracts 2nd Ebook					
1176	0009011761303	Questions & Answers: Criminal Law Ebook 3e					
1177	0009011771302	Questions & Answers on Evidence 3rd Edition Ebook					
1178	0009011781301	Questions & Answers on Property 2nd Edition Ebook					
1179	0009011791300	Questions & Answers: Professional Responsibility 3rd Ed Ebook					
1180	0009011801306	Questions & Answers on Secured Transactions 2e Ebook					
1181	0009011811305	Questions & Answers on Torts 3rd Edition Ebook					
1182	0009011821304	Questions & Answers on Criminal Procedure Ebook					
1183	0009011831303	Questions & Answers on Family Law Ebook					
1184	0009011841302	Questions & Answers on Federal Income Tax Ebook					
1185	0009011851301	Questions & Answers on Payment Systems 2nd Edition Ebook					
1186	0009011861300	Questions & Answers on Wills Trusts & Estates 3rd Ed Ebook					
1187	0009011871309	Questions & Answers on Bankruptcy Ebook					
1194	0009011941309	Questions & Answers: Administrative Law 2e Ebook					
1195	0009011951308	Questions & Answers: First Amendment Law 2e Ebook					
1201	0009012011308	Understanding Products Liability 2nd Ebook					
1204	0009012041305	Understanding Nonprofit & Tax Exempt Organizations Ebook					
1217	0009012171307	Understanding Disability Law 2e Ebook					
1218	0009012181301	Understanding Criminal Procedure Investigation 6e Ebook					
1219	0009012191304	Understanding Criminal Procedure Adjudication 4e Ebook					
1220	0009012201309	Questions & Answers: Federal Estate & Gift Taxation 2E Ebook					
1221	0009012211305	Questions & Answers on Patent Law Ebook					
1221	0009012211304	Questions & Answers on Beneficiaries Ebook					
1228	0009012281302	Questions & Answers on Copyright Ebook					
1229	0009012291301	Questions & Answers Trademark & Unfair Competition Ebook					
1231	0009012311306	Understanding Employment Law 2e Ebook					
1232	0009012321305	Questions & Answers: Environmental Law Ebook					
1231	0009012311307	Understanding Patent Law 2nd Ebook					
1240	0009012401304	Understanding Immigration Law Ebook					
1246	0009012461308	Understanding Islamic Law Ebook					
1248	0009012481306	Understanding the Law of Termination Ebook					
1249	0009012491305	Questions & Answers: International Law Ebook					
1266	0009012661308	Understanding Estate & Gift Taxation					
1354	0009013541307	Questions & Answers on Intellectual Property 2e Ebook					
1359	0009013591306	Questions & Answers on Transition of Business Entities Ebook					
1377	0009013771300	Understanding Jewish Law Ebook					
1377	0009013771300	Understanding Employee Benefits Law					
1378	0009013781300	Understanding Civil Rights 1st Edition Ebook					
1382	0009013821300	Understanding Civil Procedure: the California Edition Ebook					
1383	0009013831300	Understanding Federal and California Evidence Ebook					
1384	0009013841304	Understanding Animal Law					
1385	0009013851306	Questions & Answers Antitrust Ebook					
1370	0009013701304	Understanding Election Law and Voting Rights					
1373	0009013731307	Understanding CA Community Property					
1382	0009013821302	Understanding Taxation of Business Entities					
1441	0009014411307	Questions and Answers: Criminal Procedure - Prosecution and Adjudication					
1890	9781531051963	Understanding Trade Secret Law					

Students Guide Titles

Pub	eBook ISBN	Package Title	QTY	Year1	Year2	Year3	
3450	9781531177593	CAP Study Aid Bundle Student's Guides	UNK	\$1,336	\$1,366	\$1,407	
674	00090067413007	Student's Guide to Examinations Ebook					
631	0009006311307	Students Guide to Estates In Land 3rd Ed Ebook					
748	00090074813001	Students Guide to Journey Ebook					
670	0009006701300	Student's Guide to the Internal Revenue Code 5th Edition Ebook					
644	0009006441303	Students Guide to the Study of Law 2nd Ebook					

Casebooks Titles

Pub	eBook ISBN	Package Title	QTY	Year1	Year2	Year3	
3450	9781531159153	DIGITAL LIBRARY CASEBOOK PASSAGE	UNK	\$3,948	\$3,948	\$3,951	
1168	9781531179106	The Federal Process, Second Edition					
1168	9781531179106	The Federal Process, Second Edition Document Supplement					
1381	9781531043181	Voting Rights and Election Law, Second Edition					
1315	9781531000163	Civil Procedure: Cases, Materials, and Questions, Seventh Edition					
1316	9781531002732	A Lawyer Writes: A Practical Guide to Legal Analysis					
10259	9781531007003	Plain English for Lawyers, 6th Edition					



**Additional Access Methods Addendum
for LexisNexis Digital Library**

"Subscriber": William & Mary School of Law (William & Mary,
an Agency of the Commonwealth of Virginia
(W&M))

"LN": LexisNexis, a division of RELX Inc.

This Additional Access Methods Addendum for LexisNexis Digital Library ("Addendum") amends and supplements the terms of LexisNexis Digital Library And Multi-Year Print Agreement between LN and Subscriber, including any and all amendments thereto (collectively the "Agreement"), and the parties agree to the following:

A. Definitions of Authorized Users and Guest Access Authorized Users

As used in the Agreement, "Authorized Users" refers to Subscriber's (1) employees, (2) temporary employees, (3) contractors, (4) faculty, and (5) current students (for educational institutions).

"Guest Access Authorized Users" refers to Subscriber's walk-in library patrons.

B. No Inter-Library Loans

An Authorized User may download or access eBooks from the Digital Library only to such Authorized User's personal devices or a device issued by Subscriber, subject to the terms of the LN Agreement and this Addendum. For the avoidance of doubt, interlibrary loans of the Digital Library or any eBook therein are not permitted.

C. Types of Access

There shall be three (3) main types of access to the final site of the Digital Library for Authorized Users, and Subscriber shall enforce the restrictions below. In addition to other rights stated in the Agreement, LN shall have the right to suspend or terminate Subscriber's access to the Digital Library immediately if LN believes Subscriber is in violation of the below restrictions and obligations.

C.1 "Administrative Access" shall be the ID and password access to the administrative website as may be given to only a limited set of Authorized Users for management of the Digital Library.

C.2 "Individual Access" shall be via ID and password access to the Digital Library for Authorized Users, except that Subscriber shall not give Individual Access to those Authorized Users limited to Guest Access.

C.3 "Guest Access" shall be access to the Digital Library for Authorized Users, where all of the following apply:

- a) **Access Method:** Guest Access is provided only via IP authentication from within Subscriber's physical library building.
 - i. Subscriber shall enable and not circumvent such IP authentication restrictions, and shall have separate IP addresses for the library's wireless network as well as each terminal in order to activate "Guest Access".
 - ii. For Guest Access, a modern, standard web browser is required, and Subscriber shall provide the same.
- b) **Lending Period:** Guest Access shall have Lending Periods of no longer than one (1) day
- c) **Check-Out Restrictions:** Authorized Users may only checkout one (1) eBook on the Digital Library at a time via Guest Access.

Subscriber hereby acknowledges that the Guest Access service offered under Section C.3 of this Agreement is provided at no additional charge to Subscriber. By accepting this Addendum, Subscriber agrees that the Guest Access provisions described in this Addendum in Section C.3 may be terminated by LN at any time, upon written notice to Subscriber.

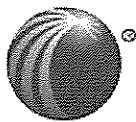
D. General Terms

This Addendum and the Agreement constitute the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotation on that subject matter. Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

Agreed to and accepted by:

"Subscriber":	<u>William & Mary School of Law (William & Mary, an Agency of the Commonwealth of Virginia (W&M))</u>
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	<u>Mama Austin</u>
Printed Name:	<u>Mama Austin</u>
Job Title:	<u>Director of Procurement</u>
Date:	<u>5/11/2021</u>

THIS ADDENDUM DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. YOU MAY ACCEPT THIS ADDENDUM BY SIGNING ABOVE. LN MAY ACCEPT THIS ADDENDUM BY PROVIDING ACCESS TO THE PRODUCTS REFERENCED HEREIN OR OTHERWISE INITIATING ITS PERFORMANCE UNDER THIS ADDENDUM.



"Subscriber": William & Mary School of Law (William & Mary, an Agency of the Commonwealth of Virginia (W&M))

"LN": LexisNexis, a division of RELX Inc.

This Alliance Supplemental Terms Addendum for LexisNexis Digital Library ("Addendum") amends and supplements the terms of LexisNexis Digital Library And Multi-Year Print Agreement between LN and Subscriber, including any and all amendments thereto (collectively the "Agreement"), and the parties agree to the following:

A. American Bar Association ("ABA")

ABA Publications are excluded from (i) any incentives, discounts, and promotions (e.g., New Business Incentives, Matching Discounts, etc.) other than the quantity discount applied on the Alliance Rider and (ii) any Non-Digital Library Publication offerings (e.g., single-user, single-copy eBooks, print or other media).

B. American Lawyer Media ("ALM")

ALM Publications are excluded from (i) any incentives, discounts, and promotions (e.g., New Business Incentives, Matching Discounts, etc.), and (ii) any Non-Digital Library Publication offerings (e.g. single-user, single-copy eBooks, or other media).

C. James Publishing ("James")

James Publications are excluded from any Non-Digital Library Publication offerings (e.g., single-user, single-copy eBooks, print or other media).

D. Carolina Academic Press ("CAP")

CAP Publications in print are (for agreements after December 31, 2015) excluded from the academic and library programs of colleges, universities and law schools (the "Academic Market"). CAP Publications are excluded from Matching Discounts in the Academic Market. CAP publications in print are excluded from New Business Incentives in all markets.

E. American Health Lawyers Association ("AHLA")

AHLA Publications are excluded from (i) New Business Incentives and (ii) any Non-Digital Library Publications offerings (e.g., single-user, single-copy eBooks, print or other media).

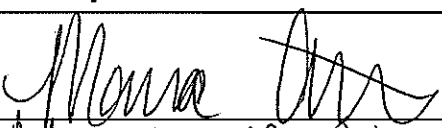
F. Florida Bar ("FL Bar")

FL Bar Publications are excluded from (i) New Business Incentives and (ii) any Non-Digital Library Publications offerings (e.g., single-user, single-copy eBooks, print or other media).

G. General Terms

This Addendum and the Agreement constitute the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotation on that subject matter. Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

Agreed to and accepted by

"Subscriber":	<u>William & Mary School of Law (William & Mary, an Agency of the Commonwealth of Virginia (W&M))</u>
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	<u>Maria Austin</u>
Job Title:	<u>Director of Procurement</u>
Date:	<u>5/11/2021</u>

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