

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 Bender Online service available at 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 or Nexis at www.nexis.com.