

IN THE CHANCERY COURT FOR THE TWENTITH JUDICIAL DISTRICT
DAVIDSON COUNTY, TENNESSEE

PUBLIC.RESOURCE.ORG and)
DAVID L. HUDSON JR.,)

Petitioners,)

v.)

Case No. 22-1025-III

MATTHEWS BENDER AND)
COMPANY, INC., a division of)
LexisNexis Group,)

Respondents.)

EXHIBIT 1 TO AFFIDAVIT OF PAIGE A. SEALS

RESTATED AGREEMENT FOR PUBLICATION

THIS RESTATED AGREEMENT FOR PUBLICATION ("Agreement"), made this ___ day of _____, 2019, by and between the Tennessee Code Commission ("Commission") and Matthew Bender & Company, Inc. ("Publisher").

WITNESSETH:

A. On December 11, 1996, the Commission and the Publisher entered into an Agreement for Publication for publishing and maintaining Tennessee Code Annotated under the authority of Tennessee Code Annotated, Sections 1-1-106 and 1-1-107.

B. The Agreement for Publication has been subsequently amended in writing on February 1, 2005; November 13, 2013; and December 19, 2018.

C. The parties desire to further amend the Agreement for Publication by entering into this Restated Agreement for Publication that incorporates and replaces all previous agreements, amendments, and appendices, effective January 1, 2020.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

1. EDITORIAL DUTIES OF PUBLISHER.

1.1 General. Publisher shall perform and provide all editorial services necessary for the publication of T.C.A. Publisher shall provide and be responsible for all ongoing publishing requirements associated with the maintenance of T.C.A. Publisher shall bear all editorial and publication costs associated with the production and maintenance of T.C.A., without any contribution, subsidy or expense by the State of Tennessee (hereinafter "State"), or any other consideration from the State than that provided in this Agreement. Duties of Publisher shall extend to all T.C.A. publications in whatever form

covered by this Agreement. As used in this Agreement, T.C.A. shall include, as appropriate, the existing bound volumes of the Tennessee Code Annotated and supplements thereto, any replacement volumes and ancillary publications or any other publications authorized under this Agreement containing material copyrighted by the State under this Agreement, to the extent of such incorporation, in whatever form or medium. General requirements for the publication of T.C.A. are as stated in Exhibit A, attached hereto and incorporated herein by reference.

1.2 Name of Publication. The name of the publication shall be "TENNESSEE CODE ANNOTATED".

1.3 User's Guide. Publisher shall provide a User's Guide for T.C.A. containing instructions for use of T.C.A. which shall be usable and easily understood by both lay and professional persons. User's Guides shall be included in each bound volume of T.C.A. covering the use of the volume and supplements. A guide for users shall be set out in other parts of T.C.A. or other publications under this Agreement as requested by the Executive Secretary.

1.4 Organization and Arrangement. Publisher shall submit a written plan for the organization and arrangement of all the replacement volumes published pursuant to § 2.2 for approval by the Commission, if such organization and arrangement differs from present volumes.

1.5 Numbering of Sections. Publisher shall continue the section numbering system currently in use in T.C.A. The number in the first tier shall represent the title; the number in the second tier shall represent the chapter; and the number in the third tier shall represent the part and section. The system shall provide for either alphabetic or numeric characterization for subdivisions of individual sections.

1.6 Annotations. Publisher shall compile a complete annotation to each statute appearing in T.C.A. from all cases which are available up to the time work is completed upon volumes designated for replacement or upon the supplements or other publications requiring annotations required by this Agreement, as the case may be. All case annotations shall include all published opinions of the Supreme Court of Tennessee, the Court of Appeals of Tennessee, and the Court of Criminal Appeals of Tennessee, and of all federal courts construing Tennessee statutes arising out of Tennessee. References to such annotations shall include both the official publication and the national reporter system reference where available. The form of annotations will be subject to the approval of the Commission. Annotations will be consecutively numbered, in a manner comparable to the arrangement of annotations in the United States Code Annotated. No other references to cases shall be included.

1.7 References. Publisher shall provide the following services for references in T.C.A.:

- (a) Continue collateral references to law reviews;
- (b) Continue annotations to the Opinions of the Tennessee Attorney General;
- (c) Update existing references with the exception of Section to Section Reference notes ("SSR") which shall no longer be included in the T.C.A.;
- (d) Add any new annotations as determined by Publisher's editorial staff and approved by the Executive Secretary or as recommended by the Commission or Executive Secretary; and
- (e) Check for continuing validity of any existing references and annotations prior to publication of replacement volumes and the annual supplements.

1.8 Index. A comprehensive General Index ("Index") shall be updated and published annually in a soft-cover format similar to the current Index and shall be available at the same time that the annual supplements to the T.C.A. are published. The Commission may require at a future date the publication of the Index in a hardcover format with annual supplements to such Index volumes.

A mutually agreeable electronic format of the Index shall be furnished to the Commission on the request of the Executive Secretary at no cost to the State. This electronic format is separate from that specified in § 2.4.

The Index shall contain "topical expressions," "descriptive fact words," "definitions," "popular names" and short titles sufficient to provide easy access to sections of the Code. The Index shall include an index to the uncodified public acts. Additions to this index will be indicated by the Executive Secretary when public chapters are classified.

1.9 Limitations on Editorial Changes. In performing editorial services, Publisher shall not alter the sense, meaning or effect of any statute, but shall copy the exact language of the text of such statutes, except that with notice to and approval by the Executive Secretary of the Commission (as provided for in T.C.A. § 1-1-102(b)), Publisher may make changes of the kind authorized by T.C.A., § 1-1-108, as the same may be hereafter amended. Publisher shall call to the attention of the Executive Secretary any

sections which it believes may have been repealed by implication either by judicial action or by enactment of subsequent legislation or which it believes are obsolete or unconstitutional. Publisher shall take only such action with respect to such sections as the Executive Secretary may approve.

Publisher shall provide to the Executive Secretary in memorandum, or other form, a listing of editorial changes made in the public acts and in existing supplement or bound volume material, and a disposition table or chart indicating the placement and treatment of public acts.

The Publisher, through an experienced editorial staff, shall review material in each volume prior to its replacement or enactment and refer to the Commission the laws in such volume which it considers to be archaic, obsolete or unconstitutional. Any archaic or obsolete references or annotations shall be removed prior to replacement with the approval of the Commission.

1.10 Legislative History. Publisher shall insert after each section the source and history of that section, including the number of that section as it appeared in any previous official code, including the Code of 1850, the 1932 Code, the 1950 Code Supplement, and the unofficial codes known as Shannon's Code and Williams' Tennessee Code where the number in that codification differs from the number in the Code of 1932 or the 1950 Code Supplement. Publisher shall also insert the public act or acts constituting the source of the section and the amendments or modifications thereto.

1.11 Tables. Publisher will prepare and include in T.C.A. an appropriate table of contents, frontal analysis, and a table showing the distribution of statutes. Publisher shall publish as a part of T.C.A. parallel reference tables to the Code of 1858, Shannon's Code, the 1932 Code, Williams' Tennessee Code, the 1950 Supplement to the Code of Tennessee, and current replacement volumes of T.C.A., together with Tables showing where the public acts for various years appear in T.C.A. Appropriate mortality tables and such other tables as may from time to time be requested by the Commission shall also be included. Publisher shall include parallel reference tables for the two-tier and three-tier numbering systems. Publisher shall include a table showing the population data for each county in the State of Tennessee and for the State of Tennessee as a whole from the federal census data commencing with the year 1900 and including all subsequent reports up to the most recent available. In addition, Publisher shall include such additional reference tables, including those currently published in T.C.A., as Publisher shall determine to be appropriate with the approval of the Commission, or which the Commission may reasonably request.

1.12 Constitutions of the United States and the State of Tennessee. Publisher shall include in T.C.A. the Constitution of the United States and the Constitution of the State of Tennessee, with appropriate annotations thereto in all respects conforming to the statutory annotations as set forth in §

1.6 hereof: provided, that annotations to the United States Constitution need only refer to federal court cases arising in the State of Tennessee. Publisher shall prepare separate indices for each Constitution.

1.13 Publications Requirements. Publisher agrees to perform the obligations described in and perform in accordance with this agreement and Exhibit A, attached to this agreement.

1.14 Court Rules. Publisher shall continue to publish the Tennessee Court Rules Annotated as a two-volume set. Pricing for the Rules are as set out in Exhibit B, attached hereto and incorporated herein by reference.

1.15 Specialty Products. Publisher will enter into a separate contract with the State of Tennessee, Department of General Services Central Procurement Office controlling pricing for all specialty or "slice" products of the Code purchased by state agencies. For all other specialty or "slice" products, publisher may produce at its sole discretion.

1.16 Internet. Publisher shall provide a free public access version of the unannotated version of the Tennessee Code on the Internet.

2. PUBLICATION DUTIES OF PUBLISHER.

2.1 Scope. Publisher shall provide all printing and distribution services necessary to publish and distribute T.C.A. and all other publications described in this Agreement. Publisher shall secure all materials needed to compile the T.C.A., except copies of legislative acts and any mutually agreeable electronic formats furnished by the Commission. Publisher agrees to maintain at all times an adequate staff and adequate publishing and distribution facilities necessary to carry out its duties hereunder.

2.2 Replacement Volumes. By October 31 of each year, Publisher shall recommend a schedule of replacement volumes to the Commission for its approval. Publisher shall consult with the Executive Secretary for suggestions prior to submitting its recommendations.

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

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

2.3 Advance Legislative Service. Publisher shall provide an Advance Legislative Service ("ALS"). The Publisher shall issue an Advance Legislative Service periodically to the subscribers during a regular legislative session and after an extraordinary legislative session unless otherwise directed by the Executive Secretary. The service shall be soft-cover pamphlets containing all public acts. Such service shall include marginal notes, a cumulative subject index based on headings which are in use in the General Index, a cumulative table of the Codes sections amended or repealed, and a cumulative table of effective dates of public acts, and the final service shall be published within thirty (30) days of receipt of the last act of a session of the General Assembly, and the mutually agreeable electronic format containing the last act, subject to approval by the speakers of their transfer.

Advance Code Service. Publisher shall provide an Advance Code Service ("ACS") quarterly as a part of the annual upkeep service (Supplements and ALS). The ACS shall consist of three (3) soft-cover cumulative pamphlets spaced evenly between annual supplements. The ACS shall contain all relevant annotations to T.C.A. developed by Publisher between annual supplements. It shall also include codified versions of any public acts passed at special sessions of the General Assembly, any new court rules or rule amendments adopted since the last court rules supplement, and errata or other notices.

2.4 Supplements. Unless the Commission otherwise directs, Publisher shall publish the supplements to T.C.A. within eighty (80) days of receipt of all enactments from the previous regular or extraordinary session.

In addition to the Codification Bill specified in § 2.7 below, Publisher shall deliver to the Executive Secretary, at no cost to the State of Tennessee, a mutually agreeable electronic format that accurately represents the new legislation, including identifiers and codes which define each unique element of information contained, whenever the Commission requests compliance with § 2.9.

Publisher shall also prepare and provide to the Commission two (2) bound copies of the annual supplements without cost.

Publisher shall also provide the Executive Secretary with a copy of the annual supplements and any replacement volumes for the purpose of checking and proofreading, in addition to any pre-publication proofs. Such supplements and volumes shall be supplied at the time the general distribution is made of such materials.

2.5 CD-ROM. The Publisher shall:

(a) Publish, sell, and distribute the Tennessee Code Annotated on a single CD-ROM (Code CD-ROM). The Publisher must render and perform all services necessary for the preparation and publication of the Code CD-ROM, in all forms, and shall bear all editorial and publication costs, without any contribution, subsidy or expense of the State of Tennessee. The Code CD-ROM shall be substantially similar in content provided and search functionality to the product being produced by Publisher as of the effective date of this Restated Agreement. Other general requirements for the Code CD-ROM are as stated in Exhibit A. In the event of any dispute between the Publisher and the Commission, the decision of the Commission will prevail. Notwithstanding the immediately preceding sentence, if the number of paid CD-ROM subscribers falls below 20 ("twenty") in number, the Publisher may at its sole discretion discontinue production of the Code CD-ROM. Prior to discontinuing the Code CD-ROM publication, Publisher shall provide 60 days advance notice to the Executive Secretary and the then current subscribers;

(b) Include on the Code CD-ROM the Code Material and the opinions of the Attorney General and Reporter. (As used herein the "Code Material" is defined to include the Tennessee Code Annotated, the annotations, catch lines, and legislative history, the Tennessee Constitution, the Tennessee Court Rules Annotated, and the general index). The Code CD-ROM may include other Tennessee legal resources, subject to the approval of the Commission;

(c) Make available for the Commission's review and approval, upon request, the proofs of all Code Materials before the Code CD-ROM is distributed. The Publisher shall bear sole responsibility to assure that the statutory text on the CD-ROM has been certified and is in compliance with the contract; and

(d) Upon request of the Executive Secretary, provide the Office of Legal Services for the Tennessee General Assembly complimentary subscriptions to the online service of its affiliate LexisNexis for legal research by employees of the Office of Legal Services, in a number and manner reasonably agreeable to the Executive Secretary. Such subscriptions will be subject to LexisNexis normal terms of use.

2.6 Proofreading. Publisher shall provide page proofs to the Commission staff for proofreading at a reasonable time prior to the printing of supplements or replacement volumes, the time schedule being subject to the approval of the Executive Secretary.

Publisher shall provide a schedule of printing supplements and replacement volumes and necessary deadlines prior to the time page proofs of such supplements and volumes are provided to the Commission staff, and such schedule shall be subject to approval of the Executive Secretary to ensure adequate time for the in-state review and proofreading of such materials prior to publication.

2.7 Codification Bill. Publisher shall provide to the Executive Secretary, at no cost, copies of the Codification Bill in the number to be specified by the Executive Secretary.

Publisher shall provide a proof of a Codification Bill to be reviewed by the Executive Secretary prior to November 1 preceding the legislative session with printed copies containing revisions provided by the Executive Secretary to be delivered by December 10. Any Codification Bill required on account of an extraordinary session will be prepared and delivered by Publisher to the Executive Secretary in the number specified by the Executive Secretary unless directed otherwise.

2.8 Errata Notices. Publisher shall furnish to subscribers and other purchasers errata notices of any substantial publishing errors contained in supplements or replacement volumes, as directed by the Executive Secretary. Such notices would be notations included in other subscriber publications, notice cards mailed to subscribers, or paste-over "flimsies" designed to cover up incorrect material, according to the severity of the error.

2.9 Electronic Format. After each regular or extraordinary session, Publisher shall prepare and provide to the Commission, at no cost to the State of Tennessee a mutually agreeable electronic format containing an accurate representation of the material contained in the bound volumes of T.C.A. and its cumulative supplements, as amended in such regular or extraordinary session, for the use of the

Commission and the General Assembly within ten (10) days of the publication of the supplements from any regular or extraordinary session or at such earlier time as the electronic format may otherwise be distributed to search service companies. Such electronic format shall contain all editorial revisions and the prior and new materials shall be merged in a continuous format. The electronic format shall be delivered pursuant to written request of the Executive Secretary. The various elements of this material shall be structured and easily identified to facilitate ease of use in automated systems being used by the General Assembly to provide bill drafting, statutory research, and other automated services. The physical characteristics of this electronic format must be compatible with computer equipment currently installed in the Office of Legislative Information Systems of the General Assembly, and Publisher shall consult with the Commission, the Executive Secretary and the Office of Legislative Information Systems concerning such characteristics. Publisher shall provide such assistance as may be necessary to enable the Commission to make full use of the electronic format.

The Executive Secretary may specify in a written request that either electronic format with annotations or electronic format without annotations be provided. Such electronic format shall become the property of the Commission, and the Commission shall determine the use of such electronic format, including transfer of such electronic format to a successor publisher, but such electronic format will not be sold or distributed to the public by the Commission.

3. SPECIFICATIONS.

Publisher shall publish T.C.A. in the number of volumes approved in writing by the Commission. The volumes shall continue to be similar to the volumes of the present Code, with an average of seven hundred twenty-five (725) to seven hundred fifty (750) pages, the actual size of any particular volume depending upon the statutory provisions deemed advisable to be included in that volume. The final decision as to contents of each volume shall rest with the Commission as communicated by the Executive Secretary. Larger or smaller volumes in particular instances may be published with the written approval of the Commission through the Executive Secretary.

Each volume shall be trimmed page size of nine and one half inches (9 1/2") in length and six and one-half inches (6 1/2") in width.

All sets of the Code, replacement volumes and supplements will be made to conform in all respects to existing volumes of the Code. Materials shall be equal or superior quality to existing volumes in accordance with the technical specifications of Exhibit A.

4. SCHEDULES AND DELIVERY.

4.1 Replacement Volumes. Replacement volumes shall be scheduled as established in writing between the Commission, through its Executive Secretary, and Publisher.

4.2 Supplements. Supplements shall be delivered within eighty (80) days of receipt by Publisher of all legislative enactments from the previous session of the General Assembly. The Executive Secretary shall advise Publisher by March 1 of each year in what form acts will be sent to Publisher.

4.3 Comprehensive General Index. The Index required by § 1.8 shall be delivered no later than the annual supplements.

4.4 Electronic Formats. The electronic formats described in §§ 1.8, 2.1, 2.4, and 2.9 shall be prepared no later than ten (10) days after the supplements from any regular or extraordinary session are delivered, as provided in § 4.2, or at such earlier time as the electronic formats may otherwise be distributed to search service companies. The electronic formats for the use of the Commission and General Assembly shall be delivered pursuant to written request of the Executive Secretary. Publisher agrees to provide such assistance as may be necessary to enable the Commission to make full use of the electronic formats.

4.5 Advance Legislative Service. The Advance Legislative Service shall be delivered within thirty (30) days of receipt of the last act contained in each volume or pamphlet.

4.6 Advance Code Service. The Advance Code Service shall be delivered on a schedule approved by the Executive Secretary.

5. PRICES.

5.1 Setting of Prices. For the contract period beginning January 1, 2020, and ending on December 31, 2029, prices for each component of T.C.A. shall be as established in the schedule attached hereto as Exhibit B – 10 YEAR PRICING, and incorporated herein by reference, unless the parties otherwise agree by amendment to the Restated Agreement for Publication. For the contract period beginning on January 1, 2029, and thereafter, if the term of this Agreement is extended pursuant to

Section 10.1, prices for each component of the T.C.A. (e.g., supplements, replacement volumes, complete sets) will be established for each year of this Agreement by a letter from the Commission, each of which letter is incorporated herein. Prices for each year will be set by the Commission after consideration of an itemized request from Publisher which shall include information on prices of similar code components in other states from Publisher and other publishers, projected increases or decreases in the number of pages, or other requirements relevant to cost, industry cost changes as reflected in the Printing, Trades, Machinery and Equipment component of the Producer's Price Index as published by the U.S. Department of Labor, and any other nonconfidential, relevant information the Commission requests.

5.2 Price Changes. For the contract period beginning January 1, 2020, and ending on December 31, 2029, the prices may change only in accordance with the schedule attached as Exhibit B – 10 YEAR PRICING unless the parties otherwise agree by amendment to the Agreement. Thereafter, if the term of this Agreement is extended pursuant to Section 10.1, price changes may be requested by Publisher or the Commission by October 31 of the year preceding the year the change takes effect. The Commission may, in its absolute and sole discretion, approve a price change initiated by either party. Notwithstanding any provision herein to the contrary, in the event the Commission approves, disapproves, or modifies a price change, then the Publisher is obligated to perform at the price approved by the Commission. The Publisher is required to provide the Commission with all relevant information relating to a price change.

5.3 Purchases By Units of State Government. Purchases by units of State Government may be made through one (1) or more state agencies, departments or officials. All of such units shall be entitled to a twenty-five percent (25%) discount from the regular retail price of any set of T.C.A., replacement volume, supplement, or index thereto, or any ancillary publication. The Commission shall have the right of final determination as to whether a particular unit is entitled to the discount provided in the preceding sentence. If Publisher questions a claim for discount, it may consult the Executive Secretary.

5.4 Electronic Format. Publisher agrees to provide Commission with the electronic formats specified in §§ 1.8, 2.1, 2.7, and 2.9, without cost to the Commission. The price of electronic formats provided to search service companies, as provided for in § 8, shall be set by Publisher, which shall furnish the Commission with financial data on its costs and prices in preparing and furnishing these electronic formats.

6. COPYRIGHT.

The work of Publisher shall be work made for hire. All the contents of T.C.A., including all supplements and replacement volumes, and those parts of any other publications authorized by the

Commission containing T.C.A. copyrightable materials, to the extent of such incorporation, shall be copyrighted in the name of the State, and all copyrights thereto shall be vested, held, and renewed in the name of the State of Tennessee. This copyright shall cover all copyrightable parts of T.C.A. in all relevant media, including print and electronic (electronic formats and CD-ROM, including identifiers and codes). Further, Publisher shall take all necessary actions to renew any existing copyrights in the name of the State of Tennessee. Publisher shall provide evidence of the registration and/or renewal of all copyrights to the Executive Secretary. Neither the Commission nor the State of Tennessee shall be liable to any third party who purchases any electronic format or CD-ROM of T.C.A. Publisher shall save and hold the State of Tennessee harmless for any and all legal claims, damages, and judgments arising out of the use of any computer format or CD-ROM of T.C.A.

7. SUPERVISION.

Publisher agrees that all compilations, codifications, annotations, and other matters to be included in T.C.A. shall be submitted to the Executive Secretary in advance of publication, in order that such items may be checked, proofread, verified and certified by the Executive Secretary prior to publication as provided by the minimum requirements. In the event of disagreement as to material to be included in such T.C.A., or as to any codification, annotation or other matter of editorial content, Publisher shall abide by and follow the decision of the Commission as communicated by the Executive Secretary. In the event of any other dispute between Publisher and the Commission concerning publication of the T.C.A. or performance under this Agreement, the decision of the Commission shall prevail.

8. EXCLUSIVE RIGHT TO PUBLISH AND SELL.

The Commission grants to Publisher the exclusive right to publish and sell T.C.A. and ancillary publications in all forms and media as authorized in this Agreement, all in accordance with the terms and provisions of this Agreement; subject, however, to the right of termination contained in § 9. Publication shall include publication in all relevant media, printed or electronic, but the Commission reserves the right to allow state agencies, reviewers, holders of legal seminars, or other similar users to reproduce portions of T.C.A.

Electronic formats may be provided only to search service companies, such as West Publishing Company with Westlaw or LEXIS/NEXIS, or a similar operation. Electronic formats shall be sold on an equal basis to any search service company, provided, Publisher shall not be required to sell electronic formats for the purpose of placing the material on the Internet or similar network unless approved by the

Commission. Publisher is required to notify the Commission promptly in writing of any request to sell the electronic formats for the purpose of placing the material on the Internet. Upon request of the Commission, Publisher shall furnish to the Commission information on its costs and prices for such electronic formats, and such other information as the Commission may require. Neither T.C.A. subscribers nor the State of Tennessee shall subsidize the cost of producing these electronic formats.

Any publication of T.C.A., or portions thereof, shall identify it as "Tennessee Code Annotated" or "T.C.A." without any additional qualifier or name which would indicate to a user that T.C.A. was not a state copyrighted publication, and include notice of the state's copyright.

9. TERMINATION.

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

In the event of termination for cause as provided by this Section, the Commission may procure, upon such terms and in such manner as the Commission shall deem appropriate, services similar to those terminated, and Publisher shall be liable to the State for any excess costs for such similar services. In addition, Publisher shall be liable to the State for administrative costs or other damages incurred by the Commission in procuring such similar services.

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

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

Should the Commission terminate this Agreement for convenience, it will allow Publisher to complete and sell publications previously authorized and commenced as of the date of notice of termination.

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

10. MISCELLANEOUS.

10.1 Term. This Restated Agreement shall take effect January 1, 2020 and shall remain in effect until December 31, 2029, unless terminated earlier pursuant to § 9 herein. The Commission retains an option to renew this Agreement on a year-to-year basis after December 31, 2029.

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

10.3 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute but one (1) instrument.

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

10.5 Subscriber Information. Publisher shall furnish the Commission on an annual basis with the number of subscribers in its possession to T.C.A. in any medium, together with a designation of the type of subscription. Publisher shall also furnish the Commission with a listing of persons receiving the state discount provided in § 5.3, on the request of the Executive Secretary. Publisher, upon notice by the Commission and within its sole discretion, shall transmit a list of all subscribers and their addresses to the Commission and/or any designee.

10.6 Financial Responsibility. Publisher shall submit satisfactory evidence to the Executive Secretary of its compliance with the required seven hundred fifty thousand dollar (\$750,000) performance bond.

10.7 Marketing. Publisher shall provide sales personnel within the State of Tennessee to market T.C.A.

Publisher shall market the T.C.A. with effective advertising and promotion of the publication.

10.8 Subscriber Assistance. Publisher shall maintain a toll-free telephone number at which T.C.A. subscribers can consult Publisher concerning billing, editorial, or indexing questions. Publisher shall also provide postage paid response/suggestion cards similar to those currently in use for the convenience of subscribers.

Publisher shall annually provide the Commission with a summary of problems reported to it concerning T.C.A.

10.9. Duties Upon Termination or Expiration. If this Agreement is terminated pursuant to § 9 herein or expires pursuant to § 10.1 herein, Publisher shall cooperate in any transition to a successor publisher. In addition to the specific provisions regarding transfer of electronic formats in § 2.9, Publisher shall negotiate in good faith with any successor publisher for the transfer of any existing inventory and shall otherwise cooperate with the Commission concerning the transfer.

10.10. Indemnification. Publisher agrees to protect, indemnify, save and hold harmless the State and the Code Commission, all State departments, agencies, boards, and commissions, as well as officers, agents, servants, and employees of the State, from any and all claims, demands, expenses, and liability arising whether directly or indirectly out of the Contract, and from any and all costs, expenses, and attorneys' fees (including costs of work done by the Attorney General or his designees) incurred as a result of any claims, demand, lawsuit or cause of action.

The Commission shall give the Publisher written notice of such claim or suit, if the Commission is notified first, and full right and opportunity to conduct the Publisher's defense thereof; but the Commission does not hereby accord to the Publisher, through its attorneys, any rights to

represent the State of Tennessee and State Departments, agencies, boards and commissions, as well as officers, agents, servants, and employees of the State, in any legal matter, such right being governed by T.C.A. § 8-6-106.

The State, its Departments, agencies, boards, and commissions, as well as its officers, agents, servants, and employees of the State, shall, at the option of the Attorney General, be represented by the Attorney General, his designee, or outside counsel selected by the Attorney General and the Publisher shall be responsible for all fees, costs and expenses associated with that representation.

10.11. Audits. Publisher shall maintain documentation of all charges against the State under this Contract. The books, records, and documents of the Publisher, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of five (5) full years from the date of the final payment, and shall be subject to audit at any reasonable time and upon reasonable notice, by the State or the Comptroller of the Treasury or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.

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

10.13. Interpretation and Venue. The Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. Any legal proceedings against the State regarding the Contract shall be brought in the State of Tennessee administrative or judicial forum with appropriate jurisdiction. Venue shall be in Davidson County, Tennessee.

10.14. Prohibited Payments. Publisher warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or an official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, Employee, subcontractor, or consultant to the Publisher in connection with any work contemplated or performed relative to the Contract.

10.15. Maximum Liability. Notwithstanding any provision herein to the contrary, in no event is the State or Commission financially responsible to Publisher under this Contract.

IN WITNESS WHEREOF, the Commission and Publisher have caused this Agreement to be duly executed and delivered in the City of Nashville by their duly authorized officers as of the date first aforementioned.

TENNESSEE CODE COMMISSION

Chief Justice Jeffrey S. Bivins, Chair

TENNESSEE CODE COMMISSION

Justice Cornelia A. Clark, Member

TENNESSEE CODE COMMISSION

Karen J. Garrett, Member

TENNESSEE CODE COMMISSION

Susan Short Jones, Member

TENNESSEE CODE COMMISSION

The Honorable Herbert H. Slatery III, Member

MATTHEW BENDER & COMPANY, INC., A MEMBER OF LEXISNEXIS
GROUP

By: _____

Its: _____

EXHIBIT A

General Requirements for the Publication of the Code and Code CD-ROM

CODE

(1) All sets of the Code, replacement volumes and supplements will be made to conform in all respects to existing volumes of the Code. Materials shall be equal or superior quality to existing volumes in accordance with the following technical specifications:

- (a) General description: Burst with pocket part in back cover
- (b) Trimmed page size (size of page in the book): 6-5/8 x 9-5/8 (binding edge)
- (c) Type page size: 30 x 50
- (d) Type face: Century
- (e) Type size: text 30 - 10 on 12; analysis: 14-1/2 - 8 on 9; notes: 14-1/2 - 8 on 9; index: 14-1/2 - 8 on 9; running head: 30 - 8 on 0
- (f) Margins: head: 4 picas; front: 5-1/2 picas; foot: 5 picas; back (binding): 5 picas
- (g) Text paper: 40# Michie Law Book 640 or equivalent (if over 640 pages in volume); 50# Michie Law Book 446 or equivalent (if 640 or less pages in volume)
- (h) Binder's board: Davey 0 .008
- (i) Cloth: Sturdite Box Grain - Quality 18
- (j) Pocket board: 110#
- (k) End Sheets: 80# Lining paper, white
- (l) Headbands: Mercerized Machine size #10, soft finish
- (m) Case stamping: Blind stamped border on front and back cover
Blind stamped panels on spine for type areas. Gold stamped type on spine
- (n) End sheet re-enforcing: 1-1/2" Gum Holland
- (o) Wrapping: individually shrink wrapped

The binding shall be Dupont Fabrikoid, Box Grain #2800, dark green in color, or other equivalent material approved in writing by the Commission. The words "TENNESSEE CODE ANNOTATED" shall be printed at the top of the spine. Each volume shall be numbered, and words indicating the contents shall be printed under the number. The name and/or logo of the publisher may be in small type at the bottom of the spine of each volume. Signatures shall be endsewed with three (3) tapes, and shall be super lined and with headbands. The first and last signatures shall be reinforced.

The page to be used in the Code shall be as follows: The text of the statutes shall be printed single column to the page. The annotations and the frontal analyses shall be printed double column to the page. These specifications may be changed with the written approval of the Commission.

Each volume shall be fitted with a pocket part flap similar to the present Code for supplements. Each replacement volume shall contain its own index.

The publisher shall publish as a part of the Code parallel reference tables to the Code of 1858, Shannon's Code, the 1932 Code, Williams' Tennessee Code, the 1950 Supplement to the Code of Tennessee, two-tier code section numbers to three-tier code section numbers, and current replacement volumes of the Code, together with tables showing where the public acts for the various years appear in the Code. Appropriate mortality tables, population tables, and such other tables as may from time to time be requested by the Commission shall also be included.

The price of supplements to be sold in Tennessee shall be determined by agreement between the Commission and the publisher on the basis of such elements as increased number of pages resulting from cumulative statutory material and annotations, publication costs, and such other elements as may be relevant to the determination of a fair and reasonable price in line with prices of similar code supplements furnished in other states by publishers of state codes. Supplements shall be published following any extraordinary session of the General Assembly in the same manner as the regular sessions unless the Commission otherwise directs.

To the extent practicable with the publisher's printing procedure, materials shall be used which are recyclable and the supplements shall be stapled rather than glued, except for free standing supplements

(2) The annual bound supplements are to be grouped into volumes and bound with hard cover to provide volumes of reasonable size in a manner similar to the binding of law reviews or similar publications.

(3) Publisher shall maintain the present style and format of the Code, and adhere to the Style Guidelines adopted by the Commission, which are as follows:

**STYLE GUIDELINES
FOR
CODIFICATION
OF
PUBLIC CHAPTERS**

I. **ACRONYMS.** Remove periods from acronyms.

- "O.S.H.A." becomes "OSHA"

II. **ALPHABETIZATION.** Alphabetize definitional sections, if the meaning or effect of such sections will not be affected.

III. **DATES.**

A. Revise dates to appear in the standardized form: "July 1, 2011".

- "the first of July" or "July 1st" becomes "July 1"
- "the first day of July each year" becomes "July 1 each year"

B. Insert a comma after the year when a month, day and year are used in a sentence.

IV. **DESIGNATION AND REFERENCING OF CODE.**

A. Change designations of subsections and subdivisions to match the standard style.

- (a)(1)(A)(i)(a)(1)(A)(i), etc.

B. Substitute "this title" or "this part", etc. for "title x" or "part x" if referenced within the title, chapter, part, section, subsection or subdivision being cited.

C. Remove references to "Tennessee Code Annotated" when citing a code title, chapter, part, section, subsection or subdivision.

- "Tennessee Code Annotated, § 1-1-108" becomes "§ 1-1-108"

V. GENDER NEUTRALIZATION.

- A. Make terms gender neutral, if appropriate.
- *"councilman" becomes "council member"*
 - *"fireman" becomes "firefighter"*
 - *"chairman" becomes "chair"*
- B. DO NOT change alderman, aldermanic, councilmanic, materialman, warehouseman or airman, journeyman, ombudsman, workmanlike.
- C. Change "himself" or "herself" according to context.
- *"hold himself out to be" becomes "hold out to be"*

VI. HYPHENATION.

- A. Hyphenate in accordance with the dictionary appointed by the publisher and commission staff. Hyphenation is discouraged whenever such use is optional.
- B. Hyphenate pairs of words that are used as adjectives.
- *"part time job" becomes "part-time job" (but works part time)*
- C. DO NOT hyphenate "vice president" "vice chair" "attorney at law" or "attorney general".
- D. Generally, DO NOT hyphenate words beginning with "pre", "non" or "re".
- *predetermined, nonmalignant, reelected*

VII. NUMBERS.

- A. Represent figures in letter and number form in parentheses, where appropriate.
- *thirty (30) days*
 - *a vote of two-thirds (2/3) of the body*
 - *one hundred dollars (\$100)*
- B. DO NOT break hyphenated adjectives using figures to insert the parenthetical number.
- *"twenty-four (24) hour period" becomes "twenty-four-hour period"*
- C. Hyphenate numbers from twenty-one to ninety-nine.
- D. Retain ordinal numbers such as "first", "second", etc., unless it is a day of the month.
- *"July first" becomes "July 1"*
- E. Retain decimal and two zeros for dollar amounts \$1.00 to \$99.00 but delete ".00" for higher amounts.
- *"\$101.00" becomes "\$101"*

VIII. OBSOLETE ITEMS.

Delete manifestly obsolete items. To be considered for deletion, the item's obsolescence must be so obvious as to be inarguable.

IX. PUNCTUATION.

Place periods and commas inside of quotation marks and place colons, semicolons, question marks and exclamation points outside of quotation marks.

X. TIME.

Write out time expressions followed by a parenthetical translation.

- *"5:00 p.m." becomes "five o'clock p.m. (5:00 p.m.)"*
- *"midnight" becomes "twelve o'clock (12:00) midnight"*
- *"noon" becomes "twelve o'clock (12:00) noon"*

XI. MISCELLANEOUS WORDS AND PHRASES.

A. Change plurals indicated by an (s) to the singular and plural.

- *"word(s)" becomes "word or words"*

B. Delete the word Tennessee when it is not needed.

- *"Hamilton County, Tennessee" becomes "Hamilton County"*

C. Delete "of Tennessee" when it is not needed.

- *"secretary of state of Tennessee" becomes "secretary of state"*

D. Delete the phrase "the provisions of" when it is not needed.

- *"the provisions of this section apply" becomes "this section applies"*

E. Delete "of the state" when it is not needed.

- *"the grand divisions of the state" becomes "the grand divisions"*

- F. Delete phrases such as "of this section" when not needed; however, retain the phrases "of this chapter" and "of this title".
- *"subsection (b) of this section" becomes "subsection (b)"*
- G. Punctuation in the phrase "provided, however" to be preceded with a semi-colon and followed by a comma.
- *"...;provided, however, that"*
 - *"...;provided further, however,"*
 - *"...;provided, that"*
- H. Standardized phrasing regarding age shall be "years of age".
- *"twelve (12) years old" becomes "twelve (12) years of age"*
 - *"the age of twelve (12)" becomes "twelve (12) years of age"*
- I. Change "shall mean" or "shall include" to "means" or "includes" in definitions.
- J. Correct names of commissioners, departments, the houses of the legislature, legislative committees, etc. to their formal names.
- *"the general services department" becomes "the department of general services";*
 - *"commissioner of the department of safety" becomes "commissioner of safety"*
 - *"the house" becomes "the house of representatives"*
 - *"senate general welfare committee" becomes "general welfare, health and human resources committee of the senate"*
- K. Insert short titles and cites when missing.
- *"pursuant to title 4, chapter 5" becomes "pursuant to the Uniform Administrative Procedures Act, compiled in title 4, chapter 5"*
- L. Change "United States of America" and "U.S." to "United States".
- M. If term is defined, use defined term.

- *If "commissioner" is defined for a chapter as "commissioner of revenue", then throughout chapter, use only "commissioner" instead of "commissioner of revenue" unless the full term is need for clarity.*

(4) Publisher will implement style changes requested by the Commission.

CODE CD-ROM

(1) Publisher shall provide the Commission with a list of the subscribers to the Code CD-ROM in the same manner as required for the Code.

(2) Contents:

(a) The CD shall include software required for search and retrieval of the T.C.A. Material along with various control files and installation software.

(b) Prior written notice to the Commission shall be required in order to include additional information or material on the CD-ROM. In the event the Commission rejects the inclusion of said material or information, it shall so notify Publisher in writing within thirty days after receipt of said notice. Rejected material shall not be placed on CD-ROM.

(3) Updates: The CD-ROM publication shall be updated quarterly with the most recent T.C.A. These updates will be replacement CD-ROM discs. The quarterly replacements will be made available to subscribers in three-month regular intervals.

(4) Search Capabilities:

(a) The T.C.A. Material shall be loaded onto the CD-ROM platter as separate databases so that the databases can be searched either together or individually.

(b) Every word in the databases will be searchable including short words normally not searchable by other software products. Both boolean searching (AND, OR, NOT) as well as proximity searching (a search term within a specific range of another search term) will be easily made.

(c) The information in each database will be broken down into fields or segments allowing searches to be restricted to certain parts of the database for more precise recall. In the Code Material some example fields would be statutory text, rules, annotations, and catchlines. In the Case Reports database some example fields would be name of court, name of judge, case date, and case text.

(5) Hypertext: In addition to the full text search capability, Publisher shall provide hypertext links in the databases allowing rapid cross referencing to related materials. To access material that is linked from a referencing source, the user simply moves the cursor to the link token and

strikes the enter key. In the Code Material, each frontal analysis (listing of inclusive titles, chapters, sections, etc.) will contain links to the subservient material. Also, internal references from within a statute or a cross reference note will be linked to those referenced code sections. References from within a Case Report to other Case Reports will be provided with links. Links will also be provided across databases (i.e. between Code Material and Case Reports). A reference to a code section from within a Case Report will contain a link allowing access to that code section at the stroke of a key. Conversely, a reference to a Case Report from an annotation of the T.C.A. will contain a direct link to the full text of that Case Report.

(6) Cut and Paste: An electronic cut and paste capability will allow the user to extract small or large passages of information from the disc and save them in a generic word processing format.

(7) Documentation and Support: Publisher shall provide instructional information and assistance to product users and update users as to any approved changes as to the functions of the product. A group of knowledgeable, experienced professionals will handle CD-ROM support calls associated with any aspect of the service via a toll-free telephone line.

(8) Pricing: During the term of the contract, the Publisher is free to charge whatever price it chooses for the non-TCA Material features of the Tennessee Law CD-ROM.

(9) Complimentary Subscriptions: During the term of the contract, for as long as the Publisher continues to produce the CD-ROM product, Publisher will provide to the Code Commission up to 350 complimentary subscriptions to the Tennessee Law on Disc for use by employees and entities of the Tennessee Judiciary, the Attorney General's Office and the Office of Legal Services. The designee of the Commission must: (a) have executed a subscription agreement in form and substance acceptable to the Commission; (b) have an appropriate personal computer and CD reader or be in the process of acquiring them; and (c) have agreed to use the Tennessee Law on Disc for government use only.

EXHIBIT B - 10 YEAR PRICING

Product	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
CUMULATIVE SUPPLEMENT	\$128.77	\$134.00	\$139.00	\$144.50	\$150.50	\$156.50	\$162.50	\$169.00	\$176.00	\$183.00	\$190.50
SUPPLEMENT, SINGLE VOLUME	\$12.82	\$13.00	\$13.50	\$14.00	\$14.50	\$15.00	\$15.50	\$16.50	\$17.00	\$17.50	\$18.50
GENERAL INDEX	\$37.87	\$39.00	\$40.50	\$42.50	\$44.00	\$46.00	\$47.50	\$49.50	\$51.00	\$53.50	\$56.00
REPLACEMENT VOLUME (each)	\$30.93	\$32.00	\$33.00	\$34.50	\$36.00	\$37.50	\$39.00	\$40.50	\$42.00	\$44.00	\$45.50
COURT RULES	\$49.24	\$51.00	\$53.00	\$55.00	\$57.50	\$59.50	\$62.00	\$64.50	\$67.00	\$70.00	\$72.50
RULES SUPPLEMENT	\$11.36	\$11.50	\$12.00	\$12.50	\$13.00	\$13.50	\$14.00	\$14.50	\$15.00	\$16.00	\$16.50
ADVANCE CODE SERVICE	\$37.87	\$39.00	\$40.50	\$42.50	\$44.00	\$46.00	\$47.50	\$49.50	\$51.00	\$53.50	\$56.00
NEW CODE SET	\$410.31	\$426.50	\$443.50	\$461.50	\$480.00	\$499.00	\$519.00	\$539.50	\$561.50	\$583.50	\$607.00
INDIVIDUAL VOLUMES (each)	\$30.93	\$32.00	\$33.00	\$34.50	\$36.00	\$37.50	\$39.00	\$40.50	\$42.00	\$44.00	\$45.50
UPKEEP PACKAGE TOTAL (CUMULATIVE SUPPLEMENT, INDEX, FOUR REPLACEMENT VOLUMES, COURT RULES AND SUPPLEMENT AND ACS)	\$386.63	\$402.50	\$417.00	\$435.00	\$453.00	\$471.50	\$499.50	\$529.00	\$529.50	\$562.00	\$573.50
Difference		\$13.67	\$14.50	\$18.00	\$18.00	\$18.50	\$18.00	\$19.50	\$20.00	\$22.50	\$21.50
			5 Year Increase			\$82.57		10 Year Increase			\$184.67