

# SUBSCRIPTION AGREEMENT

FOR MDC USE ONLY  
Bill Group No.

10266K

2 5 1999

Mead Data Central, Inc. ("MDC") and the subscriber identified below ("Subscriber") agree as follows:

MDC will provide Subscriber with access to the Services pursuant to the terms and conditions of this Agreement, including those set forth below and on the reverse side. "Services" means electronic information services of MDC and third parties from time to time made available to Subscriber by MDC.

The terms and conditions contained in the documents listed below (the "Additional Terms"), copies of which have been separately provided to Subscriber or are attached hereto, are part of this Agreement:

Law School Price Schedule dated September 1, 1990  
Supplemental Terms for Specific Materials dated January 1, 1990

## SUBSCRIBER

Emory University School of Law  
(Name of Subscriber)  
By Robin K. Mills  
Authorized Subscriber Signature  
Name Robin K. Mills  
Please Print or Type  
Title Director, Law Library  
Address Emory University School of Law  
Gambrell Hall  
Atlanta, GA 30332

## MEAD DATA CENTRAL, INC.

By Courtney A. Clinefelter  
Authorized MDC Signature/Dayton Office  
Name COURTNEY A. CLINEFELTER  
CONTRACT SPECIALIST  
Title \_\_\_\_\_  
Date 6/19/90

### 1. LICENSE; RESTRICTIONS ON USE

1.1. During the term of this Agreement, Subscriber will have a non-exclusive, nontransferable, limited license to access and use the Services, solely in the regular course of Subscriber's business, at such times as the Services are generally available.

1.2. All right, title and interest in the Services and the materials included therein belong to MDC, except to the extent that third parties whose materials are made available in the Services possess copyright or proprietary interests in such materials. Subscriber will not, by virtue of this Agreement, acquire any proprietary interest in the Services or any materials included therein.

1.3. Subscriber may use the Services for research purposes only. Subscriber may not publish, broadcast or sell any materials retrieved through the Services or use any such materials in any fashion that may infringe any copyright or proprietary interest of MDC or its third party suppliers. Subscriber may not copy or otherwise distribute any materials retrieved through the Services except to the extent permitted under Section 1.4 of this Agreement. Subscriber represents and warrants to MDC that Subscriber is not in the business of providing computer-assisted research services to third parties.

1.4. Subscriber may create online and offline printouts of materials retrieved through the Services or obtain offline printouts of such materials from MDC. Subscriber may reproduce or duplicate such printouts, and distribute such printouts and copies, to the extent permitted under the "fair use" provisions of the Copyright Act of 1976 (17 U.S.C. §107). Subscriber may download and store, in machine-readable form, insubstantial portions of materials included in any individual file in the Services unless such downloading or storage is prohibited by MDC's then current Supplemental Terms for Specific Materials, is for use in a searchable, machine-readable database, or is not a "fair use" under the Copyright Act of 1976.

1.5. Other provisions applicable to Subscriber's use of particular materials included in the Services are set forth in the Additional Terms or displayed electronically through the Services.

### 2. USE OF SERVICES

2.1. Subscriber may authorize its employees to access the Services pursuant to the terms of this Agreement. MDC will provide unique identification numbers to Subscriber for use by its employees in accessing the Services. Subscriber agrees to pay for all use of the Services accessed through its identification numbers. No identification number may be used by anyone who is not an employee of Subscriber or by anyone outside the United States or Puerto Rico.

2.2. If Subscriber believes that any of its identification numbers is being used by someone other than an employee, Subscriber shall notify MDC immediately. If such use was not due to Subscriber's fault or negligence, Subscriber will not be charged for such use.

### 3. CHARGES

3.1. Charges payable by Subscriber under this Agreement, including charges for use of the Services, printing, and downloading, are set forth in the Additional Terms or displayed electronically through the Services. Charges will commence when the Services are first used by Subscriber.

3.2. All charges incurred by Subscriber under this Agreement, together with applicable sales, use or similar taxes, will be payable as provided in the Additional Terms.

### 4. CHANGES TO THIS AGREEMENT

4.1. From time to time, MDC may add materials or new features to the Services or make new electronic information services available to Subscriber. Any charges and other terms and conditions established by MDC for new materials, features or electronic information services shall automatically become part of this Agreement without notice to Subscriber.

4.2. From time to time, MDC may amend any of the then existing terms and conditions of this Agreement, including, without limitation, the Additional Terms. Charges and payment terms may be changed only upon 30 days prior notice to Subscriber; all other provisions may be changed immediately upon notice to Subscriber.

(continued on the reverse side)

4.3. This Agreement may not be changed except as provided above or in a writing executed by both parties.

## 5. EQUIPMENT AND SOFTWARE

5.1. Subscriber may use its own equipment ("Subscriber Equipment") or, if available, equipment provided by MDC ("MDC-Provided Equipment") for use in accessing the Services or in connection with the Services. In addition, from time to time, MDC may make software ("MDC-Provided Software") available to Subscriber for use in connection with Subscriber Equipment or MDC-Provided Equipment. Subscriber is responsible for all local telephone service (including any inside wiring and monthly circuit charges) between Subscriber's premises and long distance data transmission services used to access the Services.

5.2. MDC will provide and maintain MDC-Provided Equipment at its then current standard charges. Subscriber may terminate its rental of any MDC-Provided Equipment effective 10 days after receipt of notice by MDC. MDC-Provided Equipment must be returned to MDC in the same condition in which it was received, reasonable wear and tear excepted.

5.3. Subscriber will not permit any of its agents or employees to attempt to move or to modify, repair or tamper with any MDC-Provided Equipment in any way, except that Subscriber may install certain MDC-Provided Equipment designated by MDC as installable by Subscriber. If Subscriber elects to install any MDC-Provided Equipment, it agrees to do so in accordance with instructions provided by MDC. Subscriber assumes all responsibility for any personal injury or property damage, including damage to any MDC-Provided Equipment, that occurs as a result of its installation of any MDC-Provided Equipment.

5.4. Subscriber will pay MDC's then current standard charges for any MDC-Provided Software used by Subscriber. Additional terms and conditions applicable to MDC-Provided Software are packaged with the software. Subscriber agrees to promptly return the software to MDC in the event Subscriber is not in agreement with such terms and conditions. By using the software, Subscriber agrees to be bound by such terms and conditions.

5.5. Equipment and software not provided by MDC may be designated by MDC as compatible with the Services or MDC-Provided Equipment or Software. That designation indicates only that the equipment or software appears to meet MDC's minimum functional criteria for use in conjunction with the Services or with MDC-Provided Equipment or Software. MDC SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR DETERMINING COMPATIBILITY BETWEEN THE SERVICES AND ANY EQUIPMENT OR SOFTWARE NOT PROVIDED BY MDC AND IN NO WAY WARRANTS THE CAPABILITIES OF ANY SUCH EQUIPMENT OR SOFTWARE IN THE USE OF THE SERVICES. In addition, Subscriber acknowledges that all materials included in the Services may not be available through certain Subscriber Equipment.

## 6. LIMITED WARRANTY

6.1. MDC represents and warrants to Subscriber that MDC has the right and authority to make the materials included in the Services available to Subscriber pursuant to the terms and conditions of this Agreement. EXCEPT AS OTHERWISE PROVIDED IN THE PRECEDING SENTENCE, ALL SERVICES, EQUIPMENT, SOFTWARE AND OTHER PRODUCTS FURNISHED BY MDC TO SUBSCRIBER HEREUNDER ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS, AND MDC EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.2. Without limiting the generality of the foregoing, MDC shall not be liable for any loss, injury, claim, liability or damage of any kind resulting in any way from (a) any errors in or omissions from the Services or any materials included therein, (b) the unavailability or interruption of the Services or any features thereof or any materials included therein, (c) Subscriber's use of the Services (regardless of whether Subscriber received any assistance from MDC employees in framing any search request), (d) Subscriber's use of any equipment in connection with the Services, or (e) the content of materials included in the Services.

## 7. LIMITATION OF LIABILITY

7.1. MDC'S LIABILITY UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE SERVICES SHALL NOT EXCEED THE AMOUNT OF SUBSCRIBER'S ACTUAL DIRECT DAMAGES. SUBSCRIBER'S RIGHT TO MONETARY DAMAGES IN SUCH AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH SUBSCRIBER MAY HAVE AGAINST MDC, ANY COMPANY AFFILIATED WITH MDC, OR ANY OFFICER, DIRECTOR, EMPLOYEE, SUBCONTRACTOR, AGENT, SUCCESSOR OR ASSIGN OF MDC OR ANY SUCH COMPANY (COLLECTIVELY, A "RELATED PARTY").

7.2. NEITHER MDC NOR ANY RELATED PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE SERVICES OR MDC'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE NEGLIGENCE OF MDC OR ANY RELATED PARTY.

## 8. MISCELLANEOUS

8.1. Except as otherwise provided herein, this Agreement (which includes, without limitation, the Additional Terms) contains the entire agreement between the parties with respect to the subject matter hereof. In the event Subscriber issues a purchase order or other document relating to the Services, Subscriber agrees that the document will be for Subscriber's internal purposes only and will in no way modify or affect any of the terms or conditions of this Agreement.

8.2. Either party may terminate this Agreement by giving notice to the other party. The effective date of termination will be ten days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. MDC may suspend or discontinue providing the Services to Subscriber or pursue any other remedy legally available to MDC if Subscriber fails to comply with any of its obligations under this Agreement.

8.3. MDC may offer additional products or services of MDC or third parties to Subscriber from time to time. Use of any such products or services shall be subject to the terms and conditions established by MDC for such products or services and all applicable terms and conditions of this Agreement.

8.4. Except with respect to claims by MDC for any amounts owing to it by Subscriber or for improper use of the Services or any materials retrieved therefrom, no claim, regardless of form, which in any way arises out of this Agreement or the use of or inability to use the Services or the materials retrieved therefrom may be made, nor any action based upon such claim brought, by either party more than one year after the basis for the claim becomes known to the party asserting it.

8.5. MDC shall not be liable or be deemed to be in default for any delay or failure in performance or interruption of the Services resulting directly or indirectly from any cause or circumstance beyond the reasonable control of MDC, equipment or telecommunications failure, labor dispute, or failure of any third party to perform any agreement with MDC which adversely affects MDC's ability to perform its obligations hereunder.

8.6. Except as otherwise provided herein, all notices or other communications under this Agreement shall be in writing and shall be deemed to have been properly given on the date deposited in the U.S. mails, if mailed; on the date first available, if made available electronically through the Services; or on the date received, if delivered in any other manner. Notices to MDC shall be sent to Subscriber's account representative.

8.7. The failure of either party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

# LAW SCHOOL PRICE SCHEDULE

 Dated September 1, 1990

This Price Schedule sets forth additional terms under which Mead Data Central, Inc. ("MDC") agrees to make available MDC's Educational LEXIS<sup>®</sup>/NEXIS<sup>®</sup>/MEDIS<sup>®</sup> services (the "Services") to Emory University  
School of Law ("Subscriber").

## 1. AUTHORIZED USERS

MDC will issue to Subscriber identification numbers for access to and use of the Services by full time faculty, full time students, the legal research director and full time librarians, all as designated by Subscriber, and other Subscriber personnel designated by Subscriber and approved by MDC (collectively, "Authorized Users"), in accordance with the terms and conditions of this Law School Price Schedule and the Subscription Agreement between MDC and Subscriber.

## 2. ISSUANCE OF IDENTIFICATION CARDS

Subscriber will furnish MDC with the names of all Authorized Users, designating whether each User is a faculty member, student, the legal research director or a librarian. MDC will issue an identification card with a unique identification number in the name of each Authorized User and will forward all such identification cards to Subscriber. Subscriber will require each Authorized User who is issued an identification card to acknowledge in writing (in a form prescribed by MDC) his or her receipt thereof and of any terms and conditions for access to and use of the Services provided by MDC to Subscriber for such purpose.

## 3. HOURS OF ACCESS

Authorized Users will generally have access to the Services 24 hours a day except from 2:00 a.m. to 2:15 a.m. Monday through Saturday and from 10:00 p.m. Saturday to 6:00 a.m. Sunday (all times Eastern), subject to Sections 6.1 and 8.5 of the Subscription Agreement between MDC and Subscriber.

## 4. USE OF SERVICES

Use of identification numbers issued pursuant to this Law School Price Schedule must be limited to research directly connected with the educational activities of Subscriber. Any other use of identification numbers issued pursuant to this Law School Price Schedule is strictly forbidden. If Subscriber becomes aware of any unauthorized use, it will notify MDC immediately.

## 5. ANNUAL SUBSCRIPTION CHARGE

Subscriber agrees to pay the Annual Subscription Charge indicated below for use of the Services beginning on the date indicated above:

\$ \_\_\_\_\_

## 6. EQUIPMENT AND SOFTWARE CHARGES

The Annual Subscription Charge does not include any equipment or software charges.

## 7. TAXES

The Annual Subscription Charge does not include any state or local sales, use, or similar taxes. If any such taxes are applicable, they will be charged to Subscriber's account. If Subscriber is exempt from any such taxes, the tax will not be charged to Subscriber upon receipt of a certificate of exemption.

## 8. PAYMENT TERMS

Each month Subscriber will be invoiced for one-twelfth of the Annual Subscription Charge and any applicable equipment and software charges. All charges, together with any applicable sales, use or similar taxes, will be payable within 30 days after the invoice date. Subscriber shall pay all charges in accordance with any applicable "prompt pay" or similar legislation.

## 9. MODIFICATION OF PRICE SCHEDULE

Notwithstanding Section 4.2 of the Subscription Agreement between MDC and Subscriber, MDC will not increase the Annual Subscription Charge prior to the first anniversary of the date of this Price Schedule.