

**PARTICIPATING ADDENDUM  
EXHIBIT D**

**PARTICIPATING ADDENDUM**

*Legal Subscription Services*

**MASTER PRICE AGREEMENT**

**LEXISNEXIS, A DIVISION OF REED ELSEVIER INC.**

**NASPO Master Price Agreement (Contract No. B26055)**

**State of Minnesota Participating Addendum (Contract No. 441081)**

**Participating Entity Name: State of Georgia (Department of Administrative Services)**

**1. Scope**

The Georgia Department of Administrative Services authorizes the, various state agencies, departments, institutions, commissions, boards or other state or local government entities ("customer") to purchase the products and services available in the Master Price Agreement (Contract No. B26055). This agreement is not a purchase order, nor does it guarantee nor require that any purchases be made by any customer.

**2. Changes:**

Notwithstanding anything in any agreement or order form that any customer may subsequently sign to initiate a customer's use of the products and services, no provision purporting to obligate the customer for any minimum term or minimum usage shall be enforceable unless those specific provisions are approved by the customer's chief financial officer certifying that funds exist for the full obligation therein. Additionally, DOAS reserves the right to add the public and prison libraries tot this Addendum.

Notwithstanding anything in any agreement or order form that any customer may subsequently sign to initiate a customer's use of the products and services, any provision purporting to make the terms of the use of the products and services confidential shall be void,

This Addendum shall begin the date the Addendum is executed by DOAS and will continue through **March 31, 2016**, unless terminated earlier. DOAS shall have the option, in its sole discretion to renew this Addendum for additional terms by giving Contractor written notice of the renewal decision at least 30 (thirty) days prior to expiration of the then current term. The foregoing notwithstanding, this Addendum will terminate automatically upon termination or expiration of Contract No. B26055.

This Addendum is only an authorization for customers to purchase the items covered by Contract No. B26055 and creates no obligation to do so nor does this Addendum create any financial obligation on the part of DOAS, the customers or the State of Georgia. Any financial obligation is created only upon the execution of a specific user/subscription agreement or order form between a customer and Contractor referencing this Addendum and Contract B26055 and the financial obligation is solely that of the customer that executes the user/subscription agreement or order form.

This Addendum may be terminated by DOAS upon 30 (thirty) days written notice. If the Addendum is terminated, any specific user/subscription agreements or order forms executed prior to the effective date of the termination will be valid and enforceable subject to OCGA 50-5-64

Late charges or interest charges for late payments are not authorized. If a customer fails to pay as required by Contract No. B26055, Contractor may terminate the non-paying customer's user/subscription agreements and refuse to accept any further orders from the non-paying customer.

This Addendum shall be governed by the laws of the State of Georgia and any court proceeding shall be brought in the Superior Court of Fulton County in the State of Georgia.

Nothing in Contract B26055 shall in any way impair the legal authority of the Georgia Attorney General to represent any state government customers.

If there is a conflict in anything in Contract B26055 and this Addendum, this Addendum shall govern.

Any amendments that affect payment terms, rights or liabilities of the parties to Contract B26055 that are executed after this Addendum shall not apply to this Addendum unless specifically accepted by DOAS. Price changes to Contract B26055 shall not require DOAS approval.

The Contractor will accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State.

- a. Quarterly Sales Reporting Requirements. The parties agree that the corresponding Quarterly Sales Report (attached hereto as Exhibit A), which identifies the total sales pursuant to this Addendum for the corresponding fiscal quarter, shall be submitted by Contractor to DOAS on a quarterly basis as follows:

DOAS Fiscal Quarters	Months	Contractor's Payment Due Date
Quarter 1	July 1 <sup>st</sup> – September 30 <sup>th</sup>	<u>November 15<sup>th</sup></u>
Quarter 2	October 1 <sup>st</sup> – December 31 <sup>st</sup>	<u>February 15<sup>th</sup></u>
Quarter 3	January 1 <sup>st</sup> – March 31 <sup>st</sup>	<u>May 15<sup>th</sup></u>
Quarter 4	April 1 <sup>st</sup> – June 30 <sup>th</sup>	<u>August 15<sup>th</sup></u>
-----	-----	<u>30 calendar days following the termination of this Addendum for any reason</u>

At the end of each state fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report. The total sales reported in the Quarterly Sales Report should be limited to sales in which the Contractor has received payment

from the state customer. In the event no sales have occurred, the Contractor must complete and submit the Quarterly Sales Report, indicating no sales have occurred. Contractor shall mail the Quarterly Sales Report to:

Department of Administrative Services  
**Finance & Administration Division**  
Finance and Administration Division Director  
Sloppy Floyd Building  
200 Piedmont Avenue, S.E.  
Suite 1820, West Tower  
Atlanta, Georgia 30334-9010

At the same time, Contractor shall also submit a second copy of the Quarterly Sales Report to the DOAS Primary Contact identified in this Addendum. By submission of these reports Contractor is certifying their correctness.

- b. Auditing and Contract Close Out. All sales reports shall be subject to audit by the State. Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Addendum, wherever such records may be located during normal business hours. Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

In no event shall Contractor retain any amount of money in excess of the compensation to which Contractor is entitled.

**3. Primary Contact:**

The primary participating entity contact for this participating addendum is as follows:

<b>Name:</b>	Trudie E. Carmichael
<b>Participating Entity Name:</b>	Georgia Department of Administrative Services
<b>Address:</b>	200 Piedmont Ave., SE Suite 1308 West Tower Atlanta GA 30334-3039
<b>Telephone:</b>	404-657-6879
<b>Fax:</b>	770-357-71376
<b>E-mail:</b>	<a href="mailto:tcarmich@doas.ga.gov">tcarmich@doas.ga.gov</a>

The primary Contractor contact for this participating addendum is as follows:

**Name:** Derek Francis  
**Contractor:** LEXISNEXIS, A DIVISION OF REED ELSEVIER INC.  
**Address:** 9443 Springboro Pike  
                  Miamisburg, OH 45342  
**Email:** [derek.francis@lexisnexis.com](mailto:derek.francis@lexisnexis.com)  
**Telephone:** 937 865-6800 x54511

4. **Subcontractors:** The following subcontractor(s) are authorized to perform services. NONE.
5. **Price Agreement Number:**  
All purchase orders issued by procuring agencies within the jurisdiction of the participating addendum shall include the following price agreement number: B26055.
6. **LexisNexis Order Forms:** Lexis's applicable Order Forms are hereby approved for use pursuant to the Addendum subject to the conditions of the Addendum.

**The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Agreement. Contract #: B26055.**

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

*Signed by governmental entity or state and contractor*

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

**Signatures as required by GA State Statutes, Rules or Policies**

**1. LEXISNEXIS, A DIVISION OF REED ELSEVIER INC.**

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]

Title: Pricing Analyst

Date: 4/1/11

**2. GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES - STATE PURCHASING DIVISION**

In accordance with OCGA 50-5-50 et seq.

By: [Signature]

Title: Assistant Commissioner

Date: March 25, 2011

**3. COMMISSIONER OF ADMINISTRATIVE SERVICES or delegated representative.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: [Signature]

Date: 3/29/11

LEXISNEXIS LEGAL DEPT.  
REVIEWED BY: PJD  
DATE: 3/30/2011