

EXHIBIT J



UPKEEP AGREEMENT - FLAT FEE

This agreement ("Agreement") is made by and between Chris Gimeno ("Author") and West Services, Inc. ("Publisher"), concerning material ("Upkeep") to be submitted by Author to Publisher to keep a work entitled Criminal Procedure (Pennsylvania Practice Series Vol. 2), 2009 Pocket Part ("Work") from becoming obsolete or inaccurate, or enhance the Work's commercial value, as of the date Agreement is signed by Publisher.

1. Preparation and Delivery of the Work.

1.1 Author shall prepare and deliver Upkeep in conformance with Publisher's instructions and specifications. Publisher may require Author to submit portions of the Upkeep and/or progress reports for Publisher's examination and comment at a schedule set by Publisher. Time is of the essence in meeting the Upkeep's delivery schedule, including any interim submission dates. Publisher has sole discretion in determining whether the Upkeep is acceptable for publication. Author shall deliver the Upkeep to Publisher no later than March 31, 2009 unless Publisher agrees otherwise in writing.

1.2 Should Author fail to meet deadlines or deliver to Publisher acceptable Upkeep, including final and interim submissions, Publisher may (1) require Author to complete or conform the Upkeep within a time set by Publisher, (2) terminate this Agreement, or (3) make other arrangements to complete or conform the Upkeep and may charge the cost of those arrangements against any payments due to Author. Publisher may also give authorship credit to the person or persons who completes or conforms the Upkeep in addition to or instead of credit given Author.

1.3 The Upkeep's completeness and accuracy is Author's sole responsibility and Publisher is not obliged to verify its content.

1.4 Author shall retain a complete copy of the manuscript for the Upkeep until publication. Publisher will not be liable for damages resulting from loss or destruction of the manuscript for the Upkeep.

2. **Grant of Rights.** Author hereby exclusively grants, assigns, and transfers to Publisher the entire copyright and all right, title, and interest Author has in or to the Upkeep and any part thereof, for the full term of such rights, throughout the world and in all languages, and in all media and forms of expression now known or later devised.

3. **Third Party Material in the Upkeep.** Author shall obtain, at Author's own expense, written permission to include in the Upkeep any material protected by third party copyright or proprietary rights. Permission must include rights for all media. Author's responsibility includes obtaining permission from contributors to the Upkeep who do not otherwise have a written agreement with Publisher. Author shall produce a copy of the written permission at Publisher's request.

4. Author's Representations and Warranties.

4.1 Author represents and warrants that:

4.1.1 Author has full power and authority to enter into this Agreement and to grant the rights which Author grants to Publisher in this Agreement, and Author is not subject to any agreement with a third party that conflicts with these rights;

4.1.2 Except for those portions of the Upkeep for which Author has obtained written permission, which are U.S. government works, or for which Publisher has supplied the material, the Upkeep is original and does not infringe on any copyright, trademark, or other proprietary rights of a third party; and

4.1.3 The Upkeep is not obscene or libelous, does not violate a third party's right of privacy or publicity, and does not contain any unlawful matter.

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4.2 Author shall indemnify Publisher against all damages suffered and expenses incurred by Publisher, including reasonable attorneys' fees, resulting from Author's breach of these representations and warranties.

4.3 This section (4) will survive termination of this Agreement.

5. Publication and Distribution.

5.1 Publisher will sell, market, distribute, publish, and display all or any part of the Upkeep in such formats and media, at such times, and in a style and manner, both alone and in conjunction with other works or material, Publisher deems appropriate in its sole discretion. Publisher will determine the title, price, promotions, discounts, sales commissions, printing, cover and other design, imprint, press run, type and style, and publication or cessation of publication, in electronic, custom, online and print versions of the Upkeep.

5.2 Author shall cooperate with Publisher's reasonable requests to assist Publisher in marketing the Work and the Upkeep.

5.3 Publisher may use, or permit others to use, selections from the Upkeep without compensation to author as such use is contemplated to enhance sales, subscriptions, or licenses of the Upkeep on which compensation is payable. Publisher may provide free review copies or other promotional copies or access to the Upkeep.

5.4 Author may use selected portions of the Upkeep for promotional or academic non-commercial purposes without compensation to Publisher provided that Author receives Publisher's prior consent in writing. Publisher may require that the use be under the terms and conditions as Publisher determines necessary to protect either the Work's or the Upkeep's commercial value.

5.5 Author may give speeches, participate in conferences, and publish articles in periodicals, journals and any similar publications that deal with the Upkeep's subject matter. However, Author shall not, without Publisher's prior written consent, prepare or publish, participate in the preparation or publication of, or allow his or her name to be used in connection with, any work which competes with the Work or the Upkeep.

5.6 Publisher may use, or permit others to use, Author's name, likeness, image, and biographical information on the Work or the Upkeep, and in connection with the advertising, promotion, and sale of the Work, the Upkeep, and any derivative works.

5.7 Author may not use any of Publisher's trademarks, service marks, trade names, or logos except with Publisher's written permission.

5.8 Information that identifies purchasers, subscribers or licensees of the Work will be Publisher's exclusive property.

6. Compensation to Author.

6.1 Publisher shall pay Author Three thousand five hundred dollars (\$3500) within eight (8) weeks of Publisher's acceptance of the Upkeep for publication.

6.2 Publisher shall supply Author with five (5) complimentary copies of the Work and the Upkeep in print.

7. Confidentiality.

7.1 This Agreement is confidential and Author shall not disclose its contents to a third party without Publisher's prior consent in writing.

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7.2 In performing the Agreement, Publisher may provide to Author confidential information. Before releasing that information to Author, Publisher will identify it as "confidential" and Author shall not disclose it to third party without Publisher's prior consent in writing.

8. **Author as Independent Contractor.** Author is providing services to Publisher as an independent contractor and is fully and solely responsible for complying with all income and other tax laws, rules, and regulations applicable to Author. Publisher shall furnish Author annually with a copy of IRS Form 1099 (statement for recipients of miscellaneous income) and shall send the original to the IRS as required by law. Author will not be entitled to, and will not share in, any benefits that the Publisher does or may grant to its employees. These benefits may include, but are not limited to, health and life insurance, sick leave, retirement plans, and paid time off such as vacation and holiday pay.

9. **Multiple Authors.** Should the term "Author" refer to more than one person, the Author's obligations herein will be joint and several, and all compensation shall be shared equally, unless provided otherwise in a writing signed by each Author. Publisher may exercise the remedies provided by this Agreement against any or all the persons for whom the term "Author" applies.

10. **Successors and Assigns.** This Agreement is for Author's personal and unique services and Author may not substitute another person for Author without Publisher's prior written consent. This Agreement is binding on Author's legal representatives, executors, administrators, and assigns and Publisher's legal representatives, successors, and assigns.

11. **Author's Professional Standing.** Author shall maintain him or herself in good standing in his or her profession. Author's failure to do so is grounds for the Agreement's termination. Publisher may also remove Author's name from any authorship credit for the Upkeep.

12. **Entire Agreement.** This Agreement represents the parties' complete and entire understanding, and supersedes all prior communications and agreements between Author and Publisher regarding the Upkeep, whether oral or in writing.

13. **Notices.** The parties shall send all notices and payments to the addresses in this Agreement or where the parties designate. All notices and payments will be deemed sent or made on the date of mailing.

14. **Governing Law.** New York state law will govern this Agreement without regard to conflict of law principles.

15. **Headings.** Headings are for reference purposes only.

16. **Modifications.** This Agreement and any of its provisions may be modified only by a writing signed by Author and Publisher.

17. **Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

18. **Waiver.** A party who waives any breach under this Agreement will be not deemed to have waived any later breach.

19. **Counterparts.** This Agreement may be signed in counterparts, and if so, the counterparts bearing the signatures of all parties are deemed to constitute one binding agreement.

20. **Right to Withdraw Offer.** Publisher may withdraw its offer of agreement at any time before Publisher signs this Agreement.

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21. Other Projects. Author shall provide Publisher with the first option to publish any other legal information project he or she may develop. Author shall submit a detailed proposal and table of contents of the proposed work to Publisher before submitting it to any other publisher. Publisher shall have sixty (60) days after receipt to review the submission and determine whether to exercise its option.

Each party is signing this Agreement on the date stated below the party's signature:

AUTHOR


Name

Dated: 4/27/09

Address: 760 Close Circle

Webster, NY 14180

PUBLISHER

By: 
Director

Title: _____

Dated: 4/27/09

50 E. Broad Street

Rochester, N.Y. 14694