

OXFORD UNIVERSITY PRESS/SUBSCRIBER TERMS OF USE AGREEMENT

The OUP/Subscriber Terms and Conditions of Use of OUP Licensed Works (or "OUP/Subscriber Agreement") is made by and between Oxford University Press, Inc. (hereinafter "OUP"), with its principal place of business at 198 Madison Avenue, New York, New York, and the Subscriber as identified in the annexed Subscriber Agreement.

Subscriber acknowledges that it has simultaneously entered in the Regional Network/Subscriber Agreement with Lyrasis (hereinafter, the "Regional Network") whereby the Regional Network has agreed to include the Subscriber in its agreement with OUP regarding access by means of the World Wide Web to certain reference works (the "Licensed Works" as more fully defined below) published by OUP.

Subscriber also acknowledges that acceptance by the Subscriber of the OUP/Subscriber Terms of Use Agreement set forth herein, and continued adherence thereto, is a condition of obtaining such access to the works;

Subscriber hereby agrees to be bound by the following terms and conditions.

1. DEFINITIONS

1.1 In this Agreement, the following terms shall have the following meanings:

"Activation Date" shall mean the date when the Subscriber shall first be permitted to access the Licensed Works in accordance with the terms of this Agreement and the Subscriber Agreement.

"Anniversary Date" shall mean the anniversary of the Activation Date in each year throughout the Term.

"Authorized Users" shall mean (a) individuals who are authorized by the Subscriber to access the Subscriber's information services available through a Secure Network and who are (i) affiliated with the Subscriber as current students, faculty, library patrons, employees, or in some other capacity whereby they are permitted to access such services in the Subscriber's ordinary course of business, or (ii) are physically present on the Subscriber's premises.

"Authentication" shall mean the process whereby an individual establishes to the Subscriber that he or she is an Authorized User.

"Commercial Use" shall mean use of the Licensed Works for the purposes of monetary reward (whether by or for the Subscriber, an Authorized User, or any other person or entity) by means of sale, resale, loan, transfer, hire, or other form of exploitation; provided, however, that neither recovery of direct costs by the Subscriber from its Authorized Users, nor use by the Subscriber or by an Authorized User in the course of research that incidentally uses Licensed Works and that is funded by a commercial organization shall be deemed to be Commercial Use.

"Course Packs" shall mean collections or compilations of printed materials (e.g., entries, articles) assembled by faculty or staff of the Subscriber, if the Subscriber is an educational institution, for use by students in connection with a specific course of instruction offered by the Subscriber to its students.

"Electronic Reserves" shall mean electronic copies of materials (e.g., entries, articles from the Licensed Works) made and stored on the Secure Network by the Subscriber, if the Subscriber is an educational institution, for use by students in connection with a specific course of instruction offered by the Subscriber to its students.

"Fair Use" shall mean use by the Subscriber or an Authorized User (a) conforming to Sections 107 and 108 of the Copyright Revision Act 1976 as those provisions have been amended and may be amended from time to time, or (b) conforming to the guidelines developed by the National Commission on New Technological Uses of Copyrighted Works ("CONTU Guidelines").

"Licensed Works" shall mean the licensed databases as set out in the Regional Network/Subscriber Agreement and others as may be added from time to time.

"OUP Trademarks" shall mean the designations OXFORD ENGLISH DICTIONARY, OED, AMERICAN NATIONAL BIOGRAPHY, ANB, OXFORD REFERENCE ONLINE, OXFORD SCHOLARSHIP ONLINE, OSO, GROVE ART ONLINE, GROVE MUSIC ONLINE, GROVE, OXFORD, and OXFORD UNIVERSITY PRESS, and such other designations as OUP may specify from time to time in written notifications to the Regional Network.

"Regional Network" shall mean the Regional Network identified herein above through which the Subscriber paid for the license to access the Licensed Works.

"Secure Network" shall mean a network (whether a stand alone network or a virtual network within the Internet) which is only accessible to Authorized Users whose identities are authenticated at the time of log-in and periodically thereafter, consistent with current best practices, and whose conduct is subject to regulation by the Subscriber.

"Server" shall mean either OUP's server or a third party server designated by OUP on which the Licensed Works are mounted and through which the Subscriber may gain access to the Licensed Works by means of the World Wide Web.

"Term" shall mean the period of time set forth in Section 7.1 below.

2. GRANT OF LICENSES

- 2.1 OUP grants to the Subscriber the non-exclusive and non-transferable rights to:
- 2.1.1 Access and use the Licensed Works throughout the Term by means of a Secure Network for the purposes of research, teaching, and private study; and
- 2.1.2 Allow Authorized Users to access and use the Licensed Works throughout the Term by means of a Secure Network for the purposes of research, teaching, and private study.

3. USAGE RIGHTS OF THE SUBSCRIBER AND AUTHORIZED USERS

- 3.1 Throughout the Term, the Subscriber and the Subscriber's Authorized Users may:
- 3.1.1 Access the Server by means of a Secure Network in order to search the Licensed Works and to view, retrieve, and display portions thereof;
- 3.1.2 Electronically download and save portions of the Licensed Works;
- 3.1.3 Print out single copies of portions of the Licensed Works; and
- 3.1.4 Distribute single copies of portions of the Licensed Works to other Authorized Users.

- 3.2 If the Subscriber is an educational institution, it may incorporate portions of the Licensed Works into printed Course Packs and Electronic Reserve Collections for use by Authorized Users in a course of instruction at the Subscriber's educational institution, but not for Commercial Use. Each portion of the Licensed Works used in this manner shall be identified with an appropriate acknowledgment of the source, listing the title and author of the extract, title and author of the work, and "Oxford University Press" as the publisher. Copies of such extracts shall be deleted by the Subscriber or Authorized User when the extracts are no longer being used in the course of instruction. Course Packs in non-print forms, such as audio or Braille, may also be offered to Authorized Users who, in the reasonable belief of the Subscriber, are visually impaired.

4. LIMITATIONS ON USE OF THE LICENSED WORKS

- 4.1 The Subscriber and Authorized Users may not:
- 4.1.1 Remove or alter the authors' names or OUP's copyright notices or other means of identification or disclaimers as they appear in the Licensed Works;
 - 4.1.2 Systematically make printed or electronic copies of multiple extracts of the Licensed Works for any purpose, except to the limited extent expressly permitted by Section 3.2;
 - 4.1.3 Display or distribute any part of the Licensed Works on any electronic network, including, without limitation, the Internet and the World Wide Web, other than a Secure Network.
 - 4.1.4 Permit anyone other than Authorized Users to access or use the Licensed Works.
- 4.2 The written permission of OUP must be obtained in order for the Subscriber or any Authorized User to:
- 4.2.1 Use all or any part of the Licensed Works for any Commercial Use;
 - 4.2.2 Intentionally distribute the whole or any part of the Licensed Works to anyone other than Authorized Users;
 - 4.2.3 Publish, distribute, or make available works based upon the Licensed Works, or works which combine the Licensed Works with any other material, except to the limited extent expressly permitted by Section 3.2 of this Agreement; or
 - 4.2.4 Alter, abridge, adapt, or modify the Licensed Works, except to the extent necessary to make them perceptible on a computer screen to Authorized Users.
- 4.3 Nothing in this Agreement shall limit the rights of the Subscriber or an Authorized User to make a Fair Use of the Licensed Works.
- 4.4 The Subscriber shall use reasonable efforts to protect the Licensed Works from any use that is not permitted under this Agreement, and shall notify OUP of any such use of which it becomes aware. The Subscriber shall ensure its Authorized Users' compliance with the terms of this Agreement. In the event of any unauthorized use of the Licensed Works, OUP shall have the right to (a) terminate access to the Licensed Works from the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (b) require that Subscriber terminate access of the persons making such unauthorized use of the Licensed Works. Any failure by Subscriber to fulfill its obligations under this Section shall be considered a material breach of this Agreement.
- 5. ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**
- 5.1 The Subscriber acknowledges that all copyrights, patent rights, OUP Trademarks, service marks, trade secrets and other intellectual property rights relating to the Licensed Works (collectively the "OUP Intellectual Property"), are the sole and exclusive property of OUP and that this Agreement does not convey to the Subscriber any right, title, or interest therein except for the right to use the Licensed Works in accordance with the terms and conditions of this Agreement. The Subscriber further acknowledges that the Regional Network has no ownership right or title in the OUP Intellectual Property.
- 5.2 The provisions of this Section shall survive the termination of this Agreement for any reason.
- 6. REPRESENTATIONS, WARRANTIES, INDEMNIFICATION, AND FORCE MAJEURE**
- 6.1 OUP represents and warrants as follows: (a) OUP has the power to enter into this Agreement and to grant the rights conferred herein to the Subscriber, (b) OUP is the owner of the Licensed Works, and has the right to license the Licensed Works as contemplated hereunder, (c) the Licensed Works do not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary right or contract right of any third party, and (d) the Licensed Works have been designed and fully tested in such a manner that they will not generate any invalid or incorrect date-related results or cause any of the problems commonly referred to as "Year 2000 problems" and will, without interruption or manual intervention, continue to operate consistently, predictably, and accurately and in accordance with all of the requirements of this Agreement when used during any year prior to, during or after the

calendar year 2000. EXCEPT AS EXPRESSLY SET FORTH ABOVE, OUP MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO ANY ASPECT OF THE LICENSED WORKS OR THE AVAILABILITY OF THE LICENSED WORKS. OUP DOES NOT WARRANT THAT THE LICENSED WORKS WILL BE ACCURATE OR COMPLETE, NOR DOES IT MAKE ANY WARRANTIES AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE LICENSED WORKS. THE SUBSCRIBER EXPRESSLY AGREES THAT USE OF THE LICENSED WORKS IS AT SUBSCRIBER'S AND THE AUTHORIZED USERS' SOLE RISK. ACCORDINGLY, OUP WILL NOT IN ANY WAY BE LIABLE TO THE SUBSCRIBER, TO ANY AUTHORIZED USER, OR TO ANY OTHER ENTITY FOR ANY INACCURACIES, ERRORS, OMISSIONS OR DELAYS IN THE LICENSED WORKS, REGARDLESS OF CAUSE, OR FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT, OR CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS) RESULTING THEREFROM, REGARDLESS OF CAUSE AND REGARDLESS OF WHETHER OR NOT OUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT OUP IS DEEMED LIABLE IN ANY MANNER, THEN SUCH LIABILITY, WHETHER ARISING FROM CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE SHALL, IN NO EVENT, EXCEED THE AMOUNT THE SUBSCRIBER HAS PAID FOR OR THAT IS ATTRIBUTABLE TO USE OF THE LICENSED WORKS DURING THE PRECEDING THREE (3) MONTH PERIOD. THE SUBSCRIBER FURTHER AGREES THAT NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THE LICENSED WORKS MAY BE BROUGHT BY THE SUBSCRIBER AGAINST OUP MORE THAN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO SUCH ACTION HAS OCCURRED.

- 6.1.1 OUP shall defend, indemnify, and hold the Subscriber harmless against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) asserted by third parties against the Subscriber (collectively "Claims") which arise out of any act or omission by OUP that constitutes a breach of any of the foregoing warranties.
- 6.1.2 OUP shall have the right to select counsel to conduct the defense in any actions involving Claims to which the indemnification in Section 6.1 applies; provided, however, that the Subscriber may, at its own expense, retain separate counsel to participate in the defense and represent its interests.
- 6.1.3 The Subscriber shall promptly notify OUP of any Claims for which a defense or indemnification will be sought and shall fully cooperate in any defense conducted by OUP.
- 6.2 The Subscriber represents and warrants as follows: (a) the Subscriber is a library, museum, or an educational institution, and has the power to enter into this Agreement, and (b) any materials prepared or contributed by the Subscriber in connection with carrying out its duties under this Agreement do not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary right or contract right of any third party.
- 6.2.1 Except to the extent, if any, that such an obligation may be limited or prohibited by the laws or regulations governing contracts with relevant government agencies (including but not limited to public libraries or state or local government supported educational institutions), the Subscriber shall defend, indemnify, and hold OUP harmless against all Claims which arise out of any act or omission by the Subscriber that constitutes a breach any of the foregoing warranties, and all claims by Authorized Users in the event that access to the Licensed Works is terminated for any reason.
- 6.2.2 The Subscriber shall have the right to select counsel to conduct the defense in any actions involving Claims to which the indemnification in Section 6.1 applies; provided, however, that OUP may, at its own expense, retain separate counsel to participate in the defense and represent its interests.
- 6.2.3 OUP shall promptly notify the Subscriber of any Claims for which a defense or indemnification will be sought and shall fully cooperate in any defense conducted by the Subscriber.

6.3 Neither the Subscriber nor OUP shall be responsible to one another for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Should any delay in performance occur arising out of any of the foregoing events, a party's obligations that are dependent upon performance of the delayed event by the other party shall be extended correspondingly. Notwithstanding the occurrence of any of the events set forth in this Section, the parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.

7. TERM OF THE AGREEMENT, TERMINATION, AND OPPORTUNITY TO CURE

7.1 This Agreement shall commence on the Activation Date, and shall remain in full force and effect until the day before the next following Anniversary Date. Thereafter, this Agreement may be renewed for successive one (1) year periods, in accordance with the Subscriber Agreement and subject to the payment of all fees required thereby, beginning on the Anniversary Date of each year, and ending on the day before the Anniversary Date of the following year. However, under any and all circumstances, this Agreement shall terminate on the day before the fifth anniversary of the Activation Date, unless expressly agreed otherwise in writing by the parties.

7.2 In the event that a party commits a material breach of this Agreement and such material breach continues unremedied for 30 days after written notice thereof from the party that is not in breach, the party not in breach may, at its election, terminate this Agreement, and/or exercise all rights and remedies which may be available to it in law or equity.

7.3 In the event that the Regional Network's agreement with OUP relating to the Licensed Works expires or terminates for any reason, this Agreement shall immediately terminate. The Regional Network's and/or OUP's failure to provide advance notice of such expiration or termination shall not prevent this Agreement from terminating immediately upon the termination of the Regional Network's agreement with OUP.

7.4 Upon termination of this Agreement, the Subscriber agrees to continue to adhere to the provisions of this Agreement relating to any OUP Intellectual Property.

8. NOTICES

8.1 All matters that require notification of one party by the other shall be in writing and addressed as designated in Section 8.2 and 8.3 (or as the parties may hereafter designate from time to time in writing), and delivered by facsimile, recognized overnight delivery service, or United States Postal Service Express Mail-Certified with return receipt requested; provided, however, that any notification by facsimile shall also be sent by first-class mail. Notification shall be deemed to have occurred as of the date and time when such notification is sent.

8.2 Notifications to the Subscriber shall be addressed to the contact person and address set forth herein below:

Ann Long
Tech. Servs./Circ. Servs. Library
Lincoln Memorial University Duncan School of Law
601 W. Summit Hill Drive
Knoxville, TN 37902
facsimile: 865-524-5290

8.3 Notifications to OUP shall be addressed to:

President
Oxford University Press, Inc.
198 Madison Avenue
New York, New York 10016-4314
Facsimile: 212-726-8442

With a copy to:

Satterlee Stephens Burke & Burke LLP
230 Park Avenue
New York, New York 10169
Facsimile: 212-810-9808

9. LIMITATIONS ON ASSIGNMENT

9.1 This Agreement may not be assigned by either party without written consent of the other party. Unless such permission is expressly assigned, any such purported assignment shall be null and void.

10. ENTIRE AGREEMENT, NO ORAL MODIFICATIONS, NO WAIVER

10.1 This Agreement, together with the Regional Network/Subscriber Agreement, constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreements (whether written or oral) relating to the subject matter of this Agreement.

10.2. This Agreement shall not be modified or amended except by a written instrument signed by both parties hereto. To the extent, if any, that applicable state laws or regulations require such a procedure, a proposed amendment, in order to be effective, shall be approved by (a) the Subscriber, (b) OUP, and, depending upon applicable law, (c) the Attorney General and/or Comptroller of a State or Commonwealth whose interests are affected thereby ("Attorney General Approval").

10.3 Notwithstanding anything contained in Section 10.2 above and without either party seeking or obtaining Attorney General Approval, OUP may add additional database(s) to this Agreement at any time, provided that it or the Regional Network shall give the Subscriber thirty (30) days advance written notice thereof, together with a schedule of the Regional Network's pricing for the added database(s). The Subscriber shall retain the right to offer or not offer the added database(s) to its Authorized Users in its sole judgment; provided, however, that if the Subscriber elects to offer the added database(s) to its Authorized Users, it shall do so subject to all of the terms and conditions of this Agreement.

10.4 Either party's waiver, or failure to require performance by the other, of any provision of this Agreement will not affect its full right to require such performance at any subsequent time, or be construed to be a waiver of the provision itself.

11. HEADINGS, SEVERABILITY

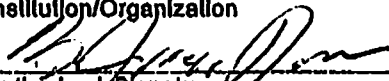
11.1 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

11.2 If any portion of this Agreement shall be declared invalid or unenforceable by any court of competent jurisdiction, the remaining portion thereof shall nonetheless remain in full force and effect.

The Preceding Pages of the Oxford University Press/Subscriber Terms of Use Agreement for Oxford Online Products have been reviewed by Subscriber, and agreed to, as validated by the signature below.

SUBSCRIBER TERMS OF USE AGREED TO:

Lincoln Memorial University Duncan School of Law
Institution/Organization


Authorized Signature

Dr. B. James Dawson
Name

President
Title

10-1-2010
Date

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New York, NY 10016
Fax: 212-726-6475



Lincoln Memorial University
**FIRST AMENDMENT TO LICENSE AGREEMENT
SPRINGERLINK INFORMATION SYSTEM
Electronic Book Collection(s)**

Lic ID: 6105.001

Amendment to License Agreement - SpringerLink Information System ("Amendment") dated as of January 1, 2010 between Springer Science+Business Media, LLC ("Springer") and Lincoln Memorial University ("Licensee").

The parties entered into a License Agreement - SpringerLink Information System ("License Agreement") dated May 13, 2009. The parties desire to amend the License Agreement to provide for the purchase by Licensee of the Springer Electronic Books as described in Attachment 3 hereto (the "E-Book Collection(s)").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Definitions

1.1 Capitalized items used in this Amendment and not defined here shall have the meanings given to them in the License Agreement unless the context clearly indicates otherwise.

1.2 "Licensed Materials" as defined in the License Agreement shall include the eBook Collection.

Section 2. Purchase of E-Book Collection(s)

The purchase of the E-Book Collection(s) by Licensee is effective as of March 24, 2010.

Section 3. Fees

3.1 Licensee agrees to pay a fee of \$ 9,720.00 USD (the "Base Price") for a one-time purchase of the 2010 E-Book Collection(s) as listed in Attachment 3.

3.2 Payment of the Base Price is due within thirty (30) days following receipt of Springer's invoice by Licensee. In the event all or any portion of the sum invoiced is not paid when due, and notwithstanding the provisions of Section 6 of the License Agreement, Springer has the right to terminate the License Agreement without notice. Springer reserves the right to charge interest on any outstanding fees due at prevailing interest rates.

Section 4. Access and Archival rights

4.1 Springer recognizes the right, in the absence of an uncured breach by Licensee, of Licensee to possess in perpetuity the Springer Content as provided in this Agreement. At all times after the end of the Term, Licensee (and its Authorized Users) shall have Archive access to the Springer Content, either through SpringerLink (for so long as it is maintained by Springer in its discretion) or through Licensee's own platform, as provided below.

- (a) For a period commencing as of the end of the Term and continuing until the second (2nd) anniversary thereof, Licensee (and its Authorized Users) shall be given continuing access to the Springer Content through SpringerLink without charge.
- (b) For a period commencing as of the second (2nd) anniversary of the end of the Term, Licensee (and its Authorized Users) shall be given continuing Archive access through SpringerLink to the Springer Content if (but only if) the Licensee either:
 - (i) purchases any other online products from Springer and makes payment for such other online products in which case Archive access to Springer Content shall be granted without charge through SpringerLink for so long as Licensee continues to make payment for such other online products; or
 - (ii) In the event that Licensee does not purchase any other online products from Springer, Licensee will be given the option to either pay for Archive hosting and access Springer Content through SpringerLink for an annual service fee of \$625.00 USD (as such amount is increased by Springer from time to time) or Springer will provide to Licensee the Springer Content in an electronic medium as is currently in use as of the end of the Term (i.e., such as CD-ROM or the then current equivalent).
- (c) At all times after the Term, Licensee shall have Archival Rights on its own platform for the use of Authorized Users; provided, however, that Licensee shall observe all limitations imposed on Licensee under this Agreement as if access had been granted through SpringerLink, and provided further that any Springer Content provided to Licensee for use on its own platform in accordance with this Section 1.5 may be in an electronic medium as is currently in use by Springer as of the end of the Term (i.e., such as CD-ROM or the then current equivalent).

4.2 The electronic form of the Springer Content may be used as a source for Inter-Library Loan ("ILL") whereby articles can be printed and these print copies can be delivered via postal mail, fax, or fax-based service to fulfill ILL requests from an academic, research, or other non-commercial library. Requests received from for-profit companies or directly from individuals may not be honored. Fulfillment of Loansome Doc® service requests is permitted. ILL through secure electronic transmission, as demonstrated by the ARIEL and Prospero systems, is permitted. Files transmitted in this manner must carry copyright notices. Licensee agrees to fulfill ILL requests in compliance with Section 108 of the United States Copyright Law (17 USC § 108, "Limitations on exclusive rights: Reproduction by libraries and archives") and clause 3 of the Guidelines for the Proviso of Subsection 108 (g)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works.

Section 5. Amendment Incorporated, Agreement Confirmed

5.1 This Amendment is incorporated in its entirety into the License Agreement, and except as modified hereby, the License Agreement and all of the terms, covenants and conditions of the License Agreement are hereby ratified and confirmed and shall remain in full force and effect.

Section 6. Headings

6.1 Section headings in this Amendment are included for convenience of reference only and shall not constitute part of this Amendment for any other purpose.

Section 7. Counterparts

7.1 This Amendment may be executed in any number of separate counterparts all of which when taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first written below.

Licensee: Lincoln Memorial University
Signature: B. James Dawson
Name (Printed): B. James Dawson
Title: President
Date: 7-2-2010

Springer: Springer Science+Business Media, LLC
By: Syed Hasan
Title: President, Sales
Signature: _____
Date: _____

ATTACHMENT 1: Pricing Terms and Conditions

A. 1.1. Fees

A.1.1.1. The fee for the Springer Content payable to Springer listed in Attachment 1 is

Collections Purchased	2010 Price
Springer eBook Humanities, Social Science and Law Library Subject Collection, copyright year 2010	\$ 9,720.00
TOTAL	\$ 9,720.00

A. 1.1.2. The prices above are based on the inclusion of the expected number of titles in an eBook Package as stipulated in Attachment 3. In case fewer than 97.0% of the estimated titles in an eBook Package are produced, Licensee is entitled to a discount on any future eBook licenses with Springer equal to the percentage of underperformance less 3.0% times the fee applicable to the license where underperformance occurred.

A. 1.1.3. In case more than 100.0% of the estimated titles in an eBook Package are produced, Licensee will not be liable to pay additional fees, unless such over performance is caused by the acquisition of another publisher's list. Such additional list can be licensed by Licensee, at its option, upon payment of the additional license fee specified by Springer.

A. 1.2. Payment of Fees

Payment of the fee is due within thirty (30) days following receipt of Springer's invoice by Licensee. In the event all or any portion of the sum invoiced is not paid when due, and notwithstanding any provision of this Agreement, Springer has the right to terminate this Agreement without notice. Springer reserves the right to charge interest on any outstanding fees due under this Agreement at prevailing interest rates.

ATTACHMENT 2: Description of the Licensee

Name of Subscriber: Lincoln Memorial University
Primary Address: Duncan School of Law Library
Law Library
601 West Summit Hill Dr.
Knoxville TN 37902

IP Address Range: 066.020.250.000 - 066.020.250.031
152.097.110.114
208.062.039.065 - 208.062.039.095
208.062.122.224 - 208.062.122.225

Primary/Technical Contact: Gordon Russell
Address: (same as above)
E-Mail: gordon.russell@lmunet.edu
Phone: (865) 524-5288 Ext. 7771
Fax: (865) 524-5290

Billing Contact: Director of Accounts Payable and Purchasing
Address: Lincoln Memorial University
Finance Office
P.O. Box 2003
Harrogate TN 37752

MPID: 154-03-493

ATTACHMENT 3: Description of the Springer Content

A.3.1. Expected eBook Package Titles

The expected electronic (online) editions of Springer eBook Package and the content therein, listed below:

2010 Springer eBook Collection Offer	2010 Qty Planned
Humanities, Social Science & Law Collection	260
TOTAL	260

A.3.2. eBook Package Definitions

A full eBook Package consists of all print books available in the Twelve online libraries maintained by Springer on SpringerLink. A partial eBook Package consists of one or more of the Twelve online libraries maintained by Licensee on SpringerLink. Online libraries are identified by the Twelve main subject areas published in a particular copyright year.

A.3.3. Imprints Included

The following Springer Imprints are included but not limited to in this Attachment and which are subject to change upon discretion of Springer:

Apress
Birkhäuser
Copernicus Books
Deutscher Universitätsverlag
Gabler
Humana Press (Bookseries and monographs for SpringerProtocols are not part of the eBooks Packages)
Physica-Verlag
Plenum US
Praxis
Princeton Architectural Press
Springer
Springer-Verlag
Steinkopff
TELOS
Teubner
Vieweg
VS Verlag für Sozialwissenschaften

A.3.4. Imprints Not Included

American Assoc. of Pharmaceutical Scientists
American Institute of Physics(AIP)
August Media (became bankrupt, no print distribution anymore)
Avedition
BIOS Scientific Publishers
Bladon Medical Publishing
Cornell AAP Publications
Current Medicine Group
Edizioni della Normale
Horizon Press
Hyphen Press
Intercept
Key College Publishing
Key Curriculum Press
Lavoisier
Nexus
Pyramyd
Royal Society of Chemistry
Urban & Vogel

A.3.5. MyCopy

- (a) If geographically available, Springer will grant Licensee access to Springer's MyCopy Service, a reprint-order service through which Authorized Users may order copies of the eBooks that are part of Licensee's eBook Packages during Licensee's period of access to the eBook Packages (the "MyCopy Books").
- (b) In general, the MyCopy Books are print-on demand versions and shall be identical to the applicable print-edition and electronically-accessed versions in eBooks except that, (a) they shall be bound in soft covers that may be printed in color or black and white, and (b) all content shall be printed in black and white. Each Authorized User may order one (1) print-on-demand copy of any eBook from the eBook Packages. There are no restrictions as to the number of individual titles of MyCopy Books that may be ordered by an Authorized User. Springer shall deliver the printed MyCopy Books to the address (in any location worldwide) specified by the Authorized User after the Authorized User's completion of the transaction by payment of the purchase price. In any case, Licensee, Participating Libraries and their librarians are not entitled to order MyCopy Books.
- (c) In the event Licensee does not wish to be granted access to Springer's MyCopy Service, Licensee shall notify Springer in writing of its desire not to be granted such access. Springer shall terminate Licensee's access to the MyCopy Service within seven (7) business days of its receipt of such notice from Licensee.

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LibGuides License Agreement**

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This license is granted for one year from the date on which the Software is delivered, unless otherwise agreed by both your institution and Licensor, and may be extended by the mutual agreement of the parties and after payment of the agreed renewal fee (which fee may be increased from time to time).

Licensor may make modifications to this Agreement only with the mutual agreement of the Licensee. Licensee's only right with respect to any dissatisfaction with any policies or practices of Licensor is to terminate this Agreement by prompt notice to Licensor and immediately cease using the Software.

You represent and warrant to Licensor that you will not transmit any materials that violate the rights of any third party, including intellectual property and contractual rights, or personal or privacy rights. Licensor shall not be responsible for losses, costs, expenses, claims and liabilities (including attorneys' fees) arising out of or relating to your violation of this Agreement.

In addition to any other rights set forth in this Agreement, either you or Licensor may terminate this Agreement at any time upon thirty (30) days written notice. You agree to immediately cease using the Software upon termination.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY JURISDICTION.

TITLE: Title, ownership rights, and intellectual property rights in the Software shall remain in Licensor. You have no ownership rights in the Software. The Software is protected by the copyright laws and treaties. Title and related rights in the content accessed through the Software is the property of the applicable content owner and may be protected by applicable law. This License gives you no rights to such content.

TERMINATION: This license shall be terminated if either party commits a material or persistent breach of any term of this License and fails to remedy that breach (if capable of remedy) within thirty (30) days of notification in writing by the other party. On termination, you must cease using the Software.

OWNERSHIP OF DATA; Licensor does not own any data, information or material that you submit to the Software ("Customer Data"). You, not Licensor, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and Intellectual property ownership or right to use of all Customer Data, and Licensor shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated, Licensor will make available to you a file of the Customer Data in XML format within 30 days of termination if you so request at the time of termination.

INTERNET DELAYS: Springshare's services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Licensor is not responsible for any delays, delivery failures, or other damage resulting from such problems.

LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL LICENSOR BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNT LICENSOR RECEIVED FROM YOU FOR A LICENSE TO THE SOFTWARE, EVEN IF LICENSOR SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. IN NO EVENT WILL LICENSOR BE HELD LIABLE FOR ANY DATA LOSS ASSOCIATED WITH THE SOFTWARE; IN NO EVENT WILL LICENSOR BE HELD RESPONSIBLE FOR THE OPERATION OR MAINTENANCE OF HARDWARE, EXCEPT AS PROVIDED IN THIS LICENSE AGREEMENT. FURTHERMORE, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

Agreed by:

Institution: Lincoln Memorial University

Name (print): B. James Dawson

Name (sign): [Signature]

Title: Chancellor/COO

Date: 9-8-09

SPRINGSHARE, LLC
SLAVEN ŽIVKOVIĆ
PRESIDENT, CEO
[Signature]
10/5/09

SUBSCRIPTION ORDER FORM

Name <u>Lincoln Memorial University Duncan School of Law</u>		Customer Account #
Contact Name <u>Ann Long</u>		Order Date
Account Size <u>Law School</u>		Confirmation Code
Address <u>601 W. Summit Hill Dr. Knoxville, TN, 37902</u>		Organization description <u>Law School</u>
Phone <u>865-524-6288</u>		
Fax <u>800-328-0900</u>		
Email Address <u>ann.long@lmu.net.edu</u>		
Rep name <u>Eric McCauley</u>		Rep Code <u>4641</u>

PRODUCT	PRODUCT OFFER	IP Access Concurrent Users/Work Stations	Access by Unique IP	ANNUAL PRICE PER USER	TOTAL PRICE
Loislaw Treatise Collection for Law Schools	L.T.SIP	35	na	na	\$3,000
Sales Tax Invoiced Separately if applicable					TOTAL \$3,000

Comments:

~~(Need to specify here configuration of IP Access - specify whether it will be set for a network (in which case a number of concurrent users needs to be specified above) or by unique IP address (in which case a number of work stations needs to be specified above)) (remove this comment before sending to customer)~~

**Lolslaw Subscription License Agreement - Law School Library Accounts
General Terms and Conditions**

This Lolslaw Subscription License Agreement ("Agreement") is entered into by and between Lolslaw.com, Inc., on behalf of itself and for the benefit of its affiliated entities ("Lolslaw") and you, the signatory Subscriber, and sets forth the terms and conditions for the use of Lolslaw products and services.

1. This Agreement grants to you a nonexclusive, nontransferable and limited license to access the Lolslaw products or services purchased ("Product"). The use of the Product by you is subject to all of the terms and conditions set forth herein provided that no user except you, whether authorized by this Agreement or not, shall (i) have or possess any rights against Lolslaw, (ii) have any right to access the Product after the termination of this Agreement, or (iii) have status as a third party beneficiary under this or any other Agreement between you and Lolslaw, subject to applicable law.


2. You hereby agree to pay the full amount of all monies due under this Agreement within 30 days of invoice in a manner consistent with the terms contained herein; you further agree to be responsible for all sales, use, personal property and other taxes as may arise in connection with this Agreement, under laws in effect during any term hereof (excluding taxes specific to net income to Lolslaw), or as arise from an interpretation or application of any such law.

3. You may cancel this Agreement within three (3) days after the initial subscription date by providing to Lolslaw a written and signed notice of your intent to cancel. Any cancellation made according to these terms and conditions will be followed by a refund to you of any monies paid to such date. Other than as provided in this paragraph, your subscription is not cancellable. Cancellations terms referred to in any invoice submitted to you or on any website of Lolslaw or any of its affiliated entities are expressly not applicable to your subscription.

4. If IP access to the Product will be provided as specified on the order document, then the Products may only be used at no more than the number of workstations or by no more than the number of concurrent users, specified on the order document at any one time. If user ID's are provided as specified on the order document, then the Products may not be accessed by a number of concurrent users more than the number of user ID's specified at any one time. This subscription commences when your account is activated and shall terminate, upon the expiration of a one year period. This subscription does not automatically renew. Please contact your sales representative to renew this subscription. Your right to access or use the Product (including copies of any portions made, whether permitted or not) ends when this subscription expires or otherwise terminates in accordance with these terms and conditions.

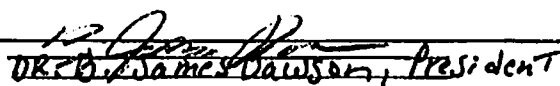
5. As an academic institution, you further acknowledge and agree that usage of the Product shall be limited to research and connected with or related to teaching, academic, or other scholarly activities. **You will not knowingly promote usage of the Product for commercial purposes.** You shall undertake reasonable measures to limit usage of the Product to your faculty, staff and currently enrolled students, and to ensure that no subscription site access is assigned to or allowed by any unauthorized parties.

6. Additional terms and conditions apply to this Agreement, are set forth in full within the Product, and are acknowledged by you. All such additional terms and conditions (specifically, "License and Limitations" and "Supplemental Terms and Conditions") are, by this reference, herein incorporated. A copy of such terms can also be found at <https://www.lolslaw.com/np/ltcagatext.htm>. If you do not agree to all such terms and conditions, you must immediately notify Lolslaw and arrange for cancellation in accordance herewith. Any notice or communication made to Lolslaw, as called for under these General Terms and Conditions, may be delivered to Lolslaw.com, Inc, 4025 W. Peterson Ave., Chicago IL 60645, or by facsimile to 773-866-3165. A notice or communication made by any other means will not cancel your obligations under this Agreement, including the obligation to make payments.

Reviewed

SJP DeLuna

Formatted: Basetext, Indent: Left: 0.06", Right: 0.19", Line spacing: single
Formatted: Underline
Formatted: Left

Customer Signature:
Name and Title:
Acceptance Date:


Dr. B. James Dawson, President

Please fax your signed contract and terms and conditions pages to _____
Please remit payment to: As specified by invoice

5000 Miller Court East
Norcross, GA 30071



Toll Free Phone: 1-877-207-3127
Fax: 1-877-207-3129
www.integratedlek.com

Invoicing address

Quote #: 03192008LincolnVer6 Telephone: ⁴²³ 869-3611
Library Name: Lincoln Memorial University Law Library Fax:
Contact: Gordon Russell 865-824-8288 Email: gordon.russell@linupel.edu
Address: 6765 Cumberland Gap Pkwy. Box 1003 Harrogate TN 37752

Item #	Description	Unit List Price	Quantity	Your Unit Price	Unit	Your Extended Price
Tags & Labels						
RFID370COMBO	Standard Square Book Tag with duplicate bar code label. Sold in Rolls of 2000	\$ 0.55	4000	\$ 0.52	Each	\$ 2,000.00
RFID370CD	CD/DVD Tag	\$ 0.45	600	\$ 0.42	Each	\$ 210.00
RFID370CDCUS1	Custom Printing on CD/DVD Tag - 1 Color	\$ 0.10	600	\$ 0.10	Each	\$ 60.00
Staff Applications						
Purchase Options - Tagging, Staff Circulation, and Shelf Reading						
DISU46	Label Dispenser	\$ 649.00		\$ -	Each	\$ -
RFID210	FlexCheck™ Staff Station. Includes RFID reader and antenna, DirectReader™ staff application, TagFast™ tag programming software. Library must supply computer.	\$ 3,000.00	1	\$ 2,550.00	Each	\$ 2,550.00
RFID500WC	PowerReader™ Shelf Reading System. Includes RFID reader, shelf-reading wand antenna, Apex ShelfMaster™ software, and mobile cart with battery. Library must supply computer.	\$ 6,500.00		\$ -	Each	\$ -
Self-Checkout						
RFID300FSMED	Apex XpressCheck™ Madollon - Freestanding Kiosk	\$ 16,495.00	1	\$ 16,495.00	Each	\$ 16,495.00
XCTOPPER	Custom Screen Topper	\$ 250.00		\$ -	Each	\$ -
Self-Checkout Add-Ins						
Administrative						
XCMC	Management Console for Remote Admin.	\$ 1,200.00		Included	Each	\$ -
XCSF	Store and Forward for Apex XpressCheck	\$ 1,200.00		Included	Each	\$ -
XCRM	Remote Messaging for Apex XpressCheck	\$ 750.00		Included	Each	\$ -
Fines and Fees						
XCPAYML	Apex XpressCheck Fines/Fees Payment Software License. One required per library system.	\$ 300.00		\$ -	Each	\$ -
XCPAYCL	Apex XpressCheck Fines/Fees Payment Software Client License. One required per unit.	\$ 328.00		\$ -	Each	\$ -
XCCBA	Coin and Bill Acceptor	\$ 2,695.00		\$ -	Each	\$ -
XCMAGST	Mag Stripe Reader for Credit/Debit Cards	\$ 180.00		\$ -	Each	\$ -
	For use with Authorize, Net Gateway and library's own merchant account					
CD/DVD Security						

5000 Miller Court East
Norcross, GA 30071



Toll Free Phone: 1-877-207-3127
Fax: 1-877-207-3128
www.integratedtek.com

Item #	Description	Unit List Price	Quantity	Your Unit Price	Unit	Your Extended Price
DISCPREBS29ING	DiscXpress II CD/DVD security vault system. Includes a single tower (storage for 600 disks) and software. Requires separate purchase of Apex XpressCheck™.	\$ 8,295.00	1	\$ 8,295.00	Each	\$ 8,295.00
Book Returns						
RFID610FC woRP	Viola Book Drop™ (no customer receipt). Includes Computer, software, RFID hardware, and standard RFID-ready faceplate/chute.	\$ 8,850.00		\$ 7,222.80	Each	\$ -
Additional						
INSTALLREM	Remote Installation ² and/or Training	\$ 760.00	1	\$ 760.00	Each	\$ 760.00
INSTALL	Installation ³ and/or Training	\$ 2,600.00		\$ -	Each	\$ -
INSTALLPED	Security Pedestal Installation ⁴ (quantity is number of sites)			\$ -	Total	\$ -
SHIP	Shipping and Administrative			\$ 369.40	Each	\$ 369.40
INSTALLSORT	Installation and/or Training - Sorter	\$ 5,000.00		\$ -	Each	\$ -
SHIPSORT	Shipping and Administrative - Sorting			\$ -	Each	\$ -

Grand Total: \$ 27,799.90

² Not an option for security pedestals. Must have on-site configuration.

⁴ Includes in-floor mounting and/or electrical and network connections. Does not include trenching or electrical/network cabling.

Prices quoted above include first year's support and maintenance.

Support and maintenance following first year:

\$ 2,549.00

10% per year of the unit list prices shown above with the exception of tags and overlays for which support contract does not apply.

Good through: 7/30/2009

Quoted By: Jonathan Seltz

Today's Date: 5/11/2009

Accepted By:

Lincoln Memorial University
Randy L. Eldridge, B.P. Finance/operations

Accepted Date:

5-20-09

* ship to address: Lincoln Memorial University
Duncan School of Law
601 West Summit Hill Dr.
Knoxville, TN 37902
ATTN: Gordon Russell

**ABC-CLIO
eBOOKS PURCHASE and SITE LICENSE AGREEMENT**

Contract Date:

Licensee:

Licensee's Address:

The parties agree to be bound by the terms and conditions set forth in this agreement as evidenced by the signatures below:

ABC-CLIO	LICENSEE
By:	By:
<i>Signature</i>	<i>Signature</i>
Name	Name <i>Sudney Beckman</i>
Title	Title <i>UCCBCS., Dean, Prof. of Law</i>
Date	Date

THIS LICENSE AGREEMENT is entered into by and between ABC-CLIO, a California corporation (ABC-CLIO), and the Licensee specified above (the Licensee) as of the Contract Date specified above

(the Effective Date).

1. THE LICENSE

1.1 As used in this Agreement, the following terms shall have the meaning indicated:

Licensed Materials means the ABC-CLIO eBooks purchased in perpetuity by the Licensee. The Licensed Materials will be hosted by ABC-CLIO or be delivered to the Licensee in electronic files for the Licensee to host according to the terms of this Agreement or the Licensee may separately purchase hosting of the Licensed Materials from ABC-CLIO. Hosting provided by ABC-CLIO will be offered for a period of five (5) years at an unlimited user level with hosting costs being included in the original purchase price of the eBook. No additional or annual hosting fees will be charged. At the end of the five (5) year hosting period, an additional annual hosting term may be purchased. The pricing tier dates begin with the first book purchased on the date of the first date of access.

Hosting pricing after 5 years:

1 -50 titles: \$50

51-100 titles: \$100

101-125 titles: \$150

126-150 titles: \$200

151-200 titles: \$250

201- or more titles: \$300

No increase in charge past 201 or more titles: \$300.

Authorized Users means those users that the Licensee identifies as part of the clientele it serves. For Academic Libraries and Schools, Authorized Users include that institution's administration, faculty, staff, students, and any persons who have authorized access to the institution's network due to their association with the institution. For Public Libraries, Authorized Users include that institution's staff, residents of the locality that funds the library, and any persons who have access to the institution's network from within the institution's building(s).

1.2 The Licensee has a nonexclusive and nontransferable license to own and lend the Licensed

Materials to Authorized Users.

1.3 The use of the Licensed Materials shall be for personal, non-commercial, educational, and research purposes. ABC-CLIO reserves the right in its sole discretion to terminate the Licensee's access to and usage of the Licensed Materials in the event that an Authorized User violates the terms of use; provided, however that ABC-CLIO shall not terminate access and use unless it first notifies the Licensee of a violation of the terms of use by an Authorized User and the Licensee fails to reasonably remedy the violation within 30 days of receiving such notice. Repeated violations by the Licensee may be cause for terminating this Agreement or restricting access for the offending parties. If the Licensee is a Library Consortium, it is responsible for the access and usage of the Licensed Materials by the Authorized Users of its Library Members.

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The Licensee may not sell, transfer, publish, disclose, display or otherwise make available the Licensed Materials beyond the limits of the license set out above. Licensee shall use reasonable care to protect the copyrights and trade secrets of ABC-CLIO. Violation of this provision shall be the basis for termination of this Agreement. Termination of this Agreement shall be in addition to and not in lieu of any other legal or equitable remedies available to ABC-CLIO.

1.4 ABC-CLIO commits to hosting the Licensed Materials at an unlimited user level for an initial term of five (5) years as paid for by the Licensee in the original purchase price. Hosting will be provided at an unlimited user level. Should ABC-CLIO no longer be able to host the Licensed Material, ABC-CLIO will provide, at Licensee's request, electronic files for the Licensee to host under the terms of this Agreement.

2. COPYRIGHT

The Licensed Materials and any related documentation are copyrighted by ABC-CLIO unless otherwise noted, and no transfer of copyright is made by this license.

3. LIMITED WARRANTY

3.1 In the event that ABC-CLIO hosts the Licensed Materials, neither ABC-CLIO nor anyone else who has been involved in the creation, production, or delivery of the Licensed Materials shall be liable for any direct, indirect, consequential or incidental damages arising out of the use or the inability to use such Licensed Materials even if ABC-CLIO has been advised of the possibility of such damages or for any claim by any other party. ABC-CLIO does not represent or warrant that all errors in the Licensed Materials will be corrected. The warranties set forth in this License Agreement are the sole and exclusive warranties respecting the Licensed Materials or services provided under this License Agreement, either express or implied, including but not limited to any warranty of design, merchantability, or fitness for a particular purpose. No agent of ABC-CLIO is authorized to alter or exceed the warranty obligations of ABC-CLIO as set forth in this Agreement.

3.2 Neither party shall be liable to the other for any loss or damage attributable to, and neither party shall be deemed to be in default hereunder as a result of, any failure or delay in performance caused by force majeure. For purposes of this Agreement, the term force majeure shall include strike, lockout, earthquake, hurricane, flood, fire, or other acts of God or nature,

war, rebellion, civil disorders, laws, regulations, acts of civil or military authorities (including the denial or cancellation of any export or other necessary license), unavailability of materials, carriers, or communications facilities, and any other causes beyond the reasonable control of the party whose performance is affected. Both parties shall use all reasonable efforts to minimize the consequences of force majeure. Where force majeure remains in effect for more than three (3) months, or if at the beginning of a force majeure condition it is clear that it will last longer than three (3) months, either party may terminate this Agreement by giving notice to the other at least three months prior to such termination.

3.3 ABC-CLIO makes no warranties respecting any harm that may be caused by the inadvertent transmission of any computer virus, worm, time bomb, logic bomb, or other such computer program transmitted with the Licensed Materials.

4. ENTIRE AGREEMENT

This is a recording of the entire Agreement between the parties and supersedes all prior communications, understandings, and agreements, oral or written.

LEXISNEXIS DIGITAL COLLECTION PROPOSAL

~LINCOLN MEMORIAL SCHOOL OF LAW~

Total Cost - \$402,000

LexisNexis Digital Collections (One-Time purchase):	List Discount	Current Discount	LML Discount
CRDC - Retrospective Edition, 1830-2003	\$105,000	\$ 70,000	\$63,000 *
Hearings - Retrospective A, 1824-1979	\$200,000	\$100,000	\$92,500 *
Hearings - Retrospective B, 1980-2003	\$200,000	\$100,000	\$92,500 *
Congressional Record & Predecessors, 1789-1997	\$ 40,000	\$ 30,000	\$30,000 *
Serial Set & Maps Module, 1789-1969	\$217,195	\$ 97,995	\$89,000 *
Serial Set II	\$ 50,000	\$ 35,000	\$35,000 *
Totals	\$812,195	\$ 432,995	\$402,000

*Maintenance Fees as follows: Serial Set - \$1,500/year, Serial Set maps module - \$500/year, Hearings A, B, or A&B - \$1,500/year, CRDC - \$1,500/year, Serial Set 2, to be determined. Maintenance fees waived with any corresponding Prospective subscription.

LexisNexis extends this offer to Lincoln Memorial School of Law along with these additional benefits:

- Three years of any maintenance fees waived
- **MARC Records** for the Serial Set digital collection, Digital Hearings and CRDC included at no charge
- Gratis subscriptions for any subscriptions of these subscriptions: LN Congressional and modules, State Capital, CRDC Prospective, and Hearings Prospective through December 30th, 2009.
- Gratis copy of archival data tapes with purchase if desired
- **4 year interest/fee free deferred payment plan.**

This offer expires June 30, 2009.

CONFIDENTIAL

LEXISNEXIS PAYMENT PLAN OPTIONS

Total Cost - \$402,000

Interest Free/ Fee Free over four years: \$100,500/year

7 year payment plan, 5% interest in years 5-7 spread out over the seven years:
 \$57,428.57/year (see attached Excel sheet for more details.)

Purchase Amount 402,000.00
 Years of Interest 3
 Interest Rate 5.0%

Year	1	2	3	4	5	6	7	Total
Payment Amount	57,428.57	57,428.57	57,428.57	57,428.57	57,428.57	57,428.57	57,428.58	402,000.00
Net Balance Due at YE	344,571.43	287,142.86	229,714.29	172,285.72	114,857.15	57,428.58	0.00	
Interest Due	0.00	0.00	0.00	0.00	8,614.29	5,742.86	2,871.43	17,228.58



DEFERRED PAYMENT AGREEMENT

UNIVERSITY

LexisNexis Academic & Library Solutions, a division of Reed Elsevier Inc., ("LNA&LS") and Lincoln Memorial University ("Customer") agree to the following terms and conditions for Customer's payment of the goods and/or services set forth herein which are provided by LNA&LS.

1. SERVICES PROVIDED

LN will provide Customer with the following goods and/or services ("Services"): LexisNexis Congressional Research Digital Collection; LexisNexis Congressional Hearings Digital Collection; A & B; LexisNexis Congressional Record; LexisNexis US Serial Set & Serial Set Maps Digital Collection; and LexisNexis Serial Set2.

2. PAYMENT

2.1 In consideration for the Goods and/or Services provided, Customer will pay to LNA&LS a total amount of \$402,000.00 plus \$17,228.58 interest to be paid to LNA&LS between the period beginning 2009 and continuing until 2015. The deferred payment structure will be as follows:

Payment Due	Amount Due
\$57,428.57	2009
\$57,428.57	2010
\$57,428.57	2011
\$57,428.57	2012
\$63,171.46	2013
\$63,171.46	2014
\$63,171.86	2015

Payment Due	Amount Due

2.2 Each payment is payable within thirty (30) days after receipt of an invoice. Amounts which have not been paid within sixty (60) days after the invoice date are thereafter, until paid, subject to a late payment charge at a rate equal to 15% per annum (or less, the maximum rate permitted under applicable law). In the event Customer misses two (2) payments, LNA&LS may immediately declare the remaining balance due. At that time, LNA&LS may, at its sole discretion, agree to extend the payment terms over a longer period of time or provide other relief to Customer.

2.3 Customer shall be liable for all costs of collection incurred by the provider of the Goods & Services, including without limitations, collection agency fees, reasonable attorney fees, and court costs, if Customer fails to comply with the payment obligations set forth herein.

2.4 The jurisdiction and venue shall be Dayton, Ohio for any non-payment claims. In the event Customer contests jurisdiction and venue at a later time and loses such action, Customer will pay all reasonable attorneys' fees incurred by LN in responding to such action.

3. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Ohio as applicable to agreements made and solely performed within the State of Ohio.

4. SOLE AGREEMENT

This Agreement constitutes the only agreement between LN and Customer with respect to the payment obligation contained herein. No other representations, provisions, understandings, promises or agreements, oral or otherwise, shall be of any force or effect. No modifications, amendments or waivers of any provision of this Agreement shall be valid unless in writing and signed by both parties.

AGREED TO AND ACCEPTED BY:

Lincoln Memorial University
CUSTOMER
 BY: [Signature]
 NAME: RANDY L. ELDRIDGE
 TITLE: VP for FINANCE & OPERATIONS

LexisNexis, a division of Reed Elsevier Inc.
 BY: _____
 NAME: _____
 TITLE: _____

DATE:

DATE:

Phone# _____

LexisNexis Academic & Library Solutions
 Payment Plan Calculation for Lincoln Memorial School of Law

	YEARS							Total	Check Figure	Variance
	1	2	3	4	5	6	7			
Principal Amount	57,428.57	57,428.57	57,428.57	57,428.57	57,428.57	57,428.57	57,428.58	402,000.00	402,000.00	0.00
Interest Charge ¹⁴				5,742.86	5,742.86	5,742.86	5,742.86	17,228.58	17,228.58	0.00
% of Total	13.6986%	13.6986%	13.6986%	13.6986%	15.0685%	15.0685%	15.0686%	419,228.58	419,228.58	0.00
New Payment Figures	57,428.45	57,428.45	57,428.45	57,428.45	63,171.46	63,171.46	63,171.86	419,228.58	419,228.58	0.00

SUBSCRIPTION ORDER – LexisNexis® DIGITAL COLLECTION
for
Lincoln Memorial (“Subscribing Institution”)

This Subscription Order is to the License Agreement for LexisNexis® Digital Collection between LN and Subscribing Institution dated _____.

1. Subscription Period.

This Subscription Order will begin _____ and continue until _____ (the “Initial Period”), and each subsequent one year period thereafter (each “Renewal Period”).

2. Subscription Service for LN Web-based Services.

- Historical Archive Service:
- Option 1: U.S. Serial Set Digital Collection – The portion of the Service containing materials from 1789-1969: (including the American State Papers).
 - Option 2: Congressional Research Digital Collection - The portion of the Service containing Materials from 1830-2003.
 - Option 3: Congressional Hearings Digital Collection – The portion of the Service containing Materials from 1824 – 1979 (part A) and 1980-2003 (part B).
 - Option 4: Congressional Record Permanent Digital Collection – The portion of the Service containing Materials from 1873-1997.
 - Option 5: Congressional Record Permanent Predecessors – The portion of the Service containing Materials from 1789-1873.
 - Option 6: U. S. Serial Set Maps Digital Collection – The portion of the Service containing Materials from 1789-1969.
 - Option 7: U. S. Serial Set Digital Collection, pt. 2 – The portion of the Service containing Materials from 1970-1980.
 - Option 8: U. S. Serial Set Digital Collection, pt. 2 – The portion of the Service containing Materials from 1981-1990.
 - Option 9: U. S. Serial Set Digital Collection, pt. 2 – The portion of the Service containing Materials from 1991-2003.
- Prospective Service:
- Option 1: U.S. Serial Set Digital Collection – The portion of the Service that is ongoing commencing with the Materials from 2004 and which is updated on a regular basis to include the most current Materials.
 - Option 2: Congressional Research Digital Collection - The portion of the Service that is ongoing commencing with the Materials from 2004 and which is updated on a regular basis to include the most current Materials.
 - Option 3: Congressional Hearings Digital Collection – The portion of the Service that is ongoing commencing with the Materials from 2004 and which is updated on a regular basis to include the most current Materials.
 - Option 4: Congressional Record Permanent Digital Collection – The portion of the Service that is ongoing commencing with the Materials from 1997 and which is updated on a regular basis to include the most current Materials.
 - Option 5: U. S. Serial Set Maps Digital Collection – not available

3. Fees.

In exchange for access to and use of the above Subscription Service(s) selected, Subscribing Institution will pay LN the following amount(s).

One time License Fee:	\$Congressional Research:\$63,000; Hearings A:\$92,500; Hearings B:\$92,500; Congressional Record:\$30,000; Serial Set & Maps:\$89,000; Serial Set 2: \$35,000.
Maintenance Fee:	\$ waived for first three years of service

4. Incremental Archive Schedule and Earned Archive Requirements for Congressional Research Digital Collection and Congressional Hearings Digital Collection (part B)

Under the terms set forth in Section 4 of the Agreement, the table below sets forth the schedule for Incremental Archives. The table also sets forth the Earned Incremental Archive requirements for a Subscribing Institution to be eligible to receive each Incremental Archive, which are (a) a continuous, uninterrupted Prospective Service subscription for the period covered by the Incremental Archive; and (b) payment of the digital archive fee for the Historical Archive Service.

SCHEDULE FOR ADDING INCREMENTAL ARCHIVES

INCREMENTAL ARCHIVE SCHEDULE		EARNED INCREMENTAL ARCHIVE REQUIREMENTS	
Archive Name	Archive Period	Continuous, Uninterrupted Prospective Service subscription for the Archive Period and all subscription fees paid in full in accordance with the Subscription Order	Payment of Digital Archive Fee for Historical Archive Service
Incremental Archive 2010	Materials for 2004-10	Required; either CY2006-10 or FY2006/07-2010/11	Required (if Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)
Incremental Archive 2015	Materials for 2011-15	Required; either CY2011-15 or FY2011/12-2015/16	Required (if Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)
Incremental Archive 2020	Materials for 2016-20	Required; either CY2016-20 or FY2016/17-2020/21	Required (if Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)
Subsequent Incremental Archives (2025, 2030, etc.)	Materials for consecutive five-year increments of coverage (2021-2025, 2026-2030, etc.)	Required; Continuous subscription for the five year corresponding to each Incremental Archive (CY2021-25 or FY2021/22-2025/26, CY2026-30 or FY2026/27-2030/31, etc.)	Required (if Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)

NOTES:

- CY means on a calendar year basis and FY means on a 12 month fiscal year basis as determined by Subscribing Institution's Subscription Period.

ACKNOWLEDGED AND AGREED BY:

____ ("Subscribing Institution")
 BY: Lincoln Memorial University
 NAME: Randy L. Ettridge
 TITLE: V.P. Finance/Operations
 DATE: 4/3/09

LexisNexis, a division of Reed Elsevier Inc.
 BY: _____
 NAME: _____
 TITLE: _____
 DATE: _____

End User Agreement for LexisNexis® Digital Collection

This End User Agreement for LexisNexis Digital Collection ("Agreement") is entered into by and between LexisNexis, a division of Reed-Elsevier Inc. ("LN"), with offices at 7500 Old Georgetown Road, Suite 1300, Bethesda, Maryland, 20814-6126 and the institution listed below ("Subscribing Institution"). This Agreement must be signed by an authorized representative of the Subscribing Institution.

Lincoln Memorial University, Harrogate, TN

Subscribing Institution Name, City, State or Country

DEFINITION OF TERMS

Effective Date:

Subscribing Institution: The following entities may be a Subscribing Institution: Higher Education Institutions, Public Library Systems, Government Institutions, Corporations, and Non-Profit Organizations.

Service: The LN service(s) which includes Web-based access through LN's proprietary interface to the Materials available in a Historical Archive Collection, as indicated in a Subscription Order. The Service may also include access to the Materials in a Prospective Service if the Subscribing Institution so elected.

Materials: The electronic archive (computer files) of all documents and related bibliographic records accessed through the Service(s) selected on a Subscription Order. The term Materials shall also include Archive Materials.

Historical Archive Collection: The Materials included in the historical collection(s) elected by the Subscribing Institution on the Subscription Order.

Prospective Service: A Prospective Service includes new Materials that are added to Historical Archive Collections as the Materials become available. The Subscribing Institution may elect a Prospective Service on the Subscription Order.

Incremental Earned Periods: An Incremental Earned Period is a portion of a Prospective Service which will be added to a Historical Archive Collection in five year periods commencing with Materials from 2004 through 2010. In order to have an Incremental Earned Period added to a Historical Archive Collection, the Subscribing Institution must maintain a continuous subscription to the Prospective Service during the Incremental Earned Period and must pay all associated Subscription & Maintenance Fees and the Digital Archive Fee.

Subscription Period, ISP and RSP (collectively, "Subscription Periods"): A Subscription Period is a period of time in which a Subscription Order is in place and for which the Subscribing Institution has paid the Subscription & Maintenance Fees for access to and use of the Services elected. The initial subscription period ("ISP") is for the length of time specified in the initial Subscription Order. Thereafter, this Agreement automatically renews for successive one year renewal subscription periods ("RSP") until terminated by either party as set forth in this Agreement.

Subscription Order: A written document that is signed by both parties that expressly references this Agreement and that describes the Service(s) elected. The Subscription Order will also define the Subscription Period and the applicable fees and any other applicable terms and conditions. There will be a Subscription Order for the ISP and for each RSP. All Subscription Orders are incorporated into this Agreement by reference.

Subscription & Maintenance Fees The fees set forth in the Subscription Order for the specified Subscription Period. The Subscribing Institution will have access to and use of the Service during the Subscription Periods, in exchange for payment of the Subscription & Maintenance Fees. The Subscription Fees cover charges for access to the Materials during the Subscription Period. The Maintenance Fees cover all charges associated with access to and use of the Service during the Subscription Period.

Digital Archive Fee The fees set forth in the Subscription Order for perpetual access to and use of the Historical Archive Collection (including any Earned Incremental Periods) in the format selected by the Subscribing Institution following termination of all Subscription Periods.

Authorized Users: For purposes of this Agreement, Authorized Users are defined to include:

Higher Education Institutions: Enrolled students, active instructors, active faculty, administrative staff, and walk-in users.*

Public Library Systems: Staff of the library system, registered patrons of the library, and walk-in users.*

***Walk-in Users:** Individuals who are working on-site at either a Higher Education Institution or Public Library System with the permission of the Subscribing Institution.

Government Institutions: Staff and researchers working for the Government Institution.

Corporations and Non-Profit Organizations: Staff, researchers, and volunteers working for a corporation or non-profit organization.

A Subscribing Institution may request other individuals not defined above to be Authorized Users. The Subscribing Institution must obtain LN' prior written approval.

Remote Access: Access to the Service by a Subscribing Institution's Authorized Users from a location other than the Subscribing Institution's buildings or campus. Remote Access entails an obligation on the part of the Subscribing Institution to protect the Service from access by unauthorized persons by positively identifying remote users and using a secure authentication process to restricted access to Authorized Users only.

1. TERM; TERMINATION

This Agreement shall begin on the Effective Date and will continue until terminated by either party. The Subscribing Institution shall abide by the terms and conditions stated herein for the use of the Service. This Agreement may be terminated: (a) immediately upon written notice if there is a breach which remains uncured more than 30 days after the non-breaching party provides written notice of the specific breach to the breaching party; or (b) for convenience as of the last day of a Subscription Period upon at least 30 days prior written notice to the other party.

2. ACCESS TERMS

2.1 During Subscription Periods. In exchange for payment of the Subscription & Maintenance Fees, the Subscribing Institution will have access to and use of the Materials in the Service during Subscription Periods. Subscription & Maintenance Fees may increase annually, but not in excess of 5% per year, or 1% above the then current National Labor Consumer Price Index as published by the U.S. Department of Labor, Bureau of Statistics, whichever is less.

2.2 Perpetual Access: After termination of all Subscription Periods, the Subscribing Institution may continue to access the Materials in the Historical Archive Collection (including any Incremental Earned Periods Materials) (collectively "Archive Materials") on a perpetual basis access by paying the appropriate Digital Archive Fees specified in the Subscription Order in addition to being current on all past Subscription & Maintenance Fees. Alternatively, the Subscribing Institution may continue to access the Archive Materials on a perpetual basis if at any time during a Subscription Period LN is unable or unwilling to maintain the Archive Materials and make them accessible to the Subscribing Institution through the Service. In either case, the Subscribing Institution's access to the Archive Materials will be in the format elected by the Subscribing Institution in accordance with Section 2.2.1 and will not be not through LN's Web-based Service.

2.2.1 To obtain the Archive Materials pursuant to Section 2.2, the Subscribing Institution must send a written request to LN for such Archive Materials and include a signed copy of this Agreement. Upon receipt of the Subscribing Institution's written request and a copy of this Agreement, LN will provide the Archive Materials, at no additional cost, in an appropriate machine-readable format by means of an appropriate transfer method, as mutually agreeable to both parties (e.g., shipment of data storage media such as CD-ROMs, DVDs or electronic delivery using FTP). In such a case, the Subscribing Institution shall have the perpetual right to make the Archive Materials available to its Authorized Users in a manner consistent with this Agreement by whatever method it chooses. Subscribing Institution is authorized to make such further copies in perpetuity as it may deem necessary for purposes of archival

preservation, refreshing, or migration, including migration to other formats, so long as the purpose of such copying is solely for continued access to and/or archival retention of the data and does not violate or extend the use rights contained in this Agreement or its successor.

2.2.2 If the Subscribing Institution has paid the Digital Archive Fee, but elects to terminate its maintenance subscription (i.e., not pay the Maintenance Fees) to the Historical Archive Collection, the Subscribing Institution may reactivate its maintenance subscription to the Historical Archive Collection without again paying the Digital Archive Fee so long as the reactivation occurs within 36 months from the date of termination. If the Subscribing Institution reactivates its maintenance subscription to the Historical Archive Collection more than 36 months after the termination date, the Subscribing Institution must first pay off the amount of any unpaid Subscription & Maintenance Fees due from prior Subscription Periods before it will be granted access to the Historical Archive Collection.

2.3 Digital Collections with a Historical Archive Collection and a Prospective Service will add Incremental Earned Periods every five year period commencing with Materials from 2004 through 2010, as set forth in the Subscription Order. If the Subscribing Institution has maintained a continuous subscription to a Historical Archive Collection and a Prospective Service and has paid all Subscription & Maintenance Fees and the Digital Archive Fees related thereto, then the Subscribing Institution shall be entitled to add the Incremental Earned Period into its Historical Archive Collection at the end of such Incremental Earned Period and will not be required to maintain a full Prospective Service subscription.

2.4 LN shall maintain the Archive Materials and Prospective Materials in the current format of XML and PDF. This format may change if the technology for storage and access changes.

2.5 If the Subscribing Institution has subscribed to the Historical Archive Collection by paying the Digital Archive Fee for the Historical Archive Collection and also maintains a continuous subscription to the Prospective Service, the annual Maintenance Fees for the Historical Archive Collection will be waived.

3. GRANT OF USE RIGHTS DURING SUBSCRIPTION PERIODS.

3.1 LN hereby grants to the Subscribing Institution and its Authorized Users a non-exclusive, nontransferable, limited right to access and use the components of the Service for the period of time for which the Subscribing Institution has paid the Subscription & Maintenance Fees.

3.2 The above grant of rights includes for each Authorized User:

- a) The right to use the Service to identify and display Materials to oneself and to other Authorized Users.
- b) The right to print, store, display, reproduce, transmit, and publish (either in printed or machine-readable format), an insubstantial number of documents (or portions thereof) and bibliographic records retrieved from the Service.
- c) The right to incorporate an insubstantial number of documents (or portions thereof) and bibliographic records retrieved from the Service into printed documents or online resources such as articles, books, reports, and instructional materials, and temporary electronic reserves.

3.3 This does not limit the number of simultaneous users of the Service.

3.4 To the extent permitted by applicable copyright law and not further limited or prohibited herein, Authorized Users, may make copies of Materials retrieved from the Services and distribute the Materials and copies. Except as specifically provided in the above license, Authorized Users are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Services.

3.5 To the extent permitted by applicable copyright law and not further limited or prohibited herein, the Subscribing Institutions may make copies (including digital copies) of Materials retrieved from the Service and distribute the Materials and copies as part of a formal inter-library loan (ILL) program, where this program is administered directly by the Subscribing Institution, restricted to official ILL partner libraries, and operated in accordance with generally accepted practices for such programs.

3.6 The rights set forth above relate to the Subscribing Institution and its Authorized User's use of the Service during Subscription Periods. Following the expiration of all Subscription Periods, if the Subscribing Institution has paid the Digital Archive Fee or is otherwise entitled the perpetual right to access the Historical Archive Collection Materials (including any Earned Incremental Periods) pursuant to Section 2, the Subscribing Institution shall have the perpetual right to access the Service Materials as set forth in Section 2.2.1.

4. OWNERSHIP OF THE SERVICE

4.1 All right, title, and interest (including all copyrights and other intellectual property rights) in the Services (in both print and machine-readable forms) belong to LN or its third party suppliers of Materials. The Subscribing Institution and its

Authorized Users acquire no proprietary interest in the Services, Materials, or copies thereof except for the limited license rights set forth herein.

4.2 Neither the Subscribing Institution nor its Authorized Users may use the Services or Materials in any fashion that infringes the copyrights or proprietary interests therein. Authorized Users may not remove or obscure any copyright notices or other notices contained in the Materials.

4.3 LN may add or delete Materials to the Service and otherwise change the Service without notice provided such changes do not substantially reduce the value of the service as a research tool.

5. RESTRICTIONS

5.1 Neither Subscribing Institution nor its Authorized Users may use the Service or Materials to determine a consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit.

5.2 Notwithstanding the rights listed above, the Subscribing Institutions and its Authorized Users shall not create derivative products for resale, and shall not store, publish, or make available documents or bibliographic records retrieved from the Service in such a way as to compete with or undermine the efforts of LN to sell and sustain subscriptions to the Service. Nor shall the Subscribing Institution or its Authorized Users provide access to the Service, Materials, or any other form of assistance to any person for such purposes.

5.3 Providing Materials to persons who are not Authorized Users at the Subscribing Institution on an on-demand basis is forbidden, unless done as part of a formal inter-library loan program as described in Section 3 or agreed to in writing by LN.

5.4 Neither the Subscribing Institution nor its Authorized Users shall knowingly or negligently permit others to access or use the Services in any manner whatsoever by any means other than the user interface provided by LN or an LN approved third party supplier. Use of the Services is permitted only via manually conducted, discrete, individual search and retrieval activities. All access to and use of the Services via mechanical, programmatic, robotic, scripted or any other automated means is STRICTLY PROHIBITED without specific written permission from LN, regardless of which, LN shall retain the right to cancel or forbid such use at its discretion.

6. ACCESS AND USER AUTHENTICATION METHODS

LN shall provide access to the Service to the Subscribing Institution. The Subscribing Institution must strictly control access to the Service to Authorized Users by use of one or more of the following methods:

- Internet Protocol ("IP") domain address filtering, whereby the Subscribing Institution provides LN with IP addresses registered to the Subscribing Institution and vouchsafes that these IP addresses are associated only with sites controlled by the Subscribing Institution.
- Proxy Server IP address filtering, whereby the Subscribing Institution provides LN with IP addresses of a proxy server belonging to or operated on behalf of the Subscribing Institution and vouchsafes that proxy server access is granted only to Authorized Users located at the Subscribing Institution or to remote users that have been authenticated as Authorized Users by the Subscribing Institution, using a secure patron authentication system.
- LN Remote Access Script, used by the Subscribing Institution under the terms and conditions of the Remote Access Addendum which must be signed and attached to this Agreement if Subscribing Institution wishes to use this method.
- Such other methods as mutually agreed by the parties in writing.

7. WARRANTY

7.1 LN represents and warrants that it has the full right and authority to make the Service and Materials available to the Subscribing Institution and its Authorized Users pursuant to the terms of this Agreement.

7.2 EXCEPT FOR THE FOREGOING WARRANTY, THE SERVICE AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN, AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY

8.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) the content of the Service including any errors in or omissions from the Service or any Materials available or not included therein, (b) the unavailability or interruption of the Service or any features thereof, (c)

the Subscribing Institution's and its Authorized User's use of the Service (regardless of whether they received any assistance from a Covered Party in using the Services), (d) the Subscribing Institution's and its Authorized User's use of any equipment in connection with the Service, or (e) any delay or failure in performance beyond the reasonable control of a Covered Party.

8.2 "Covered Party" means (a) LN, its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of LN or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.

8.3 EXCEPT FOR LN'S OBLIGATIONS PURSUANT TO SECTION 9 BELOW, THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE SERVICE OR MATERIALS SHALL NOT EXCEED THE AMOUNT OF FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. THE SUBSCRIBING INSTITUTION'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES, WHICH IT MAY HAVE AGAINST ANY COVERED PARTY.

8.4 THE COVERED PARTIES SHALL NOT 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, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

9. DEFENSE OF AN INFRINGEMENT CLAIM

LN shall defend, or at its option, settle any action or proceeding of any kind or description based upon a third party's claim of patent, trademark, servicemark, copyright or trade secret infringement, related to use of the Service (excluding any decisions or advice made or given as a result of the use of or reliance upon the data) provided by LN asserted against Subscribing Institution by such third party provided: (i) the use of the Service that is the subject of the claim was in accordance with this Agreement; (ii) LN is given prompt notice of any such claim; and (iii) LN is given the right to control and direct the investigation, defense and settlement of each such claim. Subscribing Institution, at the expense of LN, shall reasonably cooperate with LN in connection with the foregoing.

Should the Service or the operation thereof become, or in the opinion of LN is likely to become, the subject of a claim of infringement, Subscribing Institution shall permit LN, at its option and expense, either; (i) to procure for Subscribing Institution the right to continue using the Service; (ii) to replace or modify the same so that it becomes non-infringing; or, (iii) to terminate the Agreement upon notice to Subscribing Institution and grant Subscribing Institution a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

10. MISCELLANEOUS

10.1 Subscribing Institution shall not be liable for breach of any of the terms of this Agreement by any Authorized User provided that Subscribing Institution; i) is not in breach of its obligations under this Agreement; ii) did not intentionally assist in or encourage such breach or permit such breach to continue after receiving notification; and (iii) provided Subscribing Institution reasonably cooperates with LN to prevent misuse.

10.2 This Agreement and any addenda, attachments or exhibits hereto constitute the entire agreement between the parties with respect to the subject matter herein and supersedes any and all prior written or oral agreements and understandings. In the event of a conflict or inconsistencies between this Agreement and the terms set forth in a Subscription Order, the terms set forth in this Agreement will control.

10.3 These terms and conditions may be changed by LN from time to time immediately upon written notice. Notwithstanding the foregoing, LN will use reasonable commercial efforts to provide the Subscribing Institution with advanced notice of any change, if possible, but LN reserves the right to make any change effective immediately if the nature of the change is of a compelling, time-sensitive nature. Additionally, any changes made by LN shall not be arbitrarily directed against the Subscribing Institution or intended to undermine the terms and conditions mutually agreed to by the parties. The Subscribing Institution may immediately terminate this Agreement upon written notice to LN if any change is unacceptable. In such event, Subscribing Institution shall maintain the right to receive the Materials included in the Historical Archive Collection (or components for which it has paid the Digital Archive Fee) pursuant to the terms of this Agreement. Either party shall also have the right to terminate for a material breach. The effective date of termination will be 30 days from the date notice of the specific breach is provided. In the event the Subscribing Institution fails to honor the obligations in Sections 3, 4, 5 or 6, LN reserves the right to immediately suspend the Subscribing Institution's access to and use of the Service without notice.

10.4 If LN (a) terminates or suspends its business, (b) becomes subject to any bankruptcy or insolvency proceeding under any Federal or State statute, or (c) becomes insolvent or subject to direct control by a trustee, receiver, or similar

authority, the Subscribing Institution may, in addition to its other rights and remedies under this Agreement, terminate this Agreement on 30 days notice to LN.

10.5 If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the same shall not affect any of the other provisions of this Agreement and the parties will endeavor to replace the provision with a valid, lawful or enforceable one that most closely embodies the original intentions of the parties. Failure or delay by either party in exercising any right or power hereunder shall not operate as a waiver of such right or power.

10.6 Neither party shall bear any responsibility or liability for any losses arising out of any delay or interruption of their performance of obligations under this Agreement due to any act of God, act of governmental authority, act of the public enemy, or due to war, riot, flood, civil commotion, insurrection, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power, malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party delayed.

10.7 Headings are for the convenience of the parties and have no legal effect.

10.8 If any state or local sales, use, or similar taxes are applicable to the Subscription Order, Subscription & Maintenance Fees and/or Digital Archive Fee, such taxes shall be charged to Subscriber's account. If Subscriber is exempt from any such taxes, the tax shall not be charged to Subscriber upon receipt of a certificate of exemption.

10.9 Subscribing Institution may not assign this Agreement without the prior written consent of LN, which consent will not be unreasonably withheld. LN may freely transfer or assign this Agreement, without notice, to i) any affiliate of LN, including, without limitation, any parent company, division or subsidiary, or ii) any person or entity who acquires all or substantially all of the business or assets of LN that relate to this Agreement.

10.10 Neither party may bring an action against the other party beyond 2 years after the cause of action has occurred.

10.11 The following clauses shall survive the cancellation, expiration, or other termination of this Agreement: 7, 8, 9 and 10.

AGREED TO AND ACCEPTED BY:

Lincoln Memorial University
SUBSCRIBING INSTITUTION
BY: [Signature]
NAME: Randy L. Eldridge
TITLE: V.P. Finance/Operations
DATE: 4-3-09

LexisNexis, a division of Reed Elsevier Inc.

BY: _____
NAME: _____
TITLE: _____
DATE: _____



DEFERRED PAYMENT AGREEMENT

LexisNexis Academic & Library Solutions, a division of Reed Elsevier Inc., ("LNA&LS") and Lincoln Memorial University ("Customer") agree to the following terms and conditions for Customer's payment of the goods and/or services set forth herein which are provided by LNA&LS.

1. SERVICES PROVIDED

LN will provide Customer with the following goods and/or services ("Services"): LexisNexis Congressional Hearings O (and from prior plan Hearings A&B; Serial Set; Serial Set 2; Mps; Congressional Research Digital Collection; and Congressional Record).

2. PAYMENT

2.1 In consideration for the Goods and/or Services provided, Customer will pay to LNA&LS a total amount of \$401,091.55 plus \$10,042.28 interest to be paid to LNA&LS between the period beginning May 2010 and continuing until May 2015. The deferred payment structure will be as follows:

Payment Due	Amount Due
\$66,948.76	May 2010
\$66,948.76	May 2011
\$66,948.75	May 2012
\$66,948.75	May 2013
\$71,989.84	May 2014
\$71,989.00	May 2015

Payment Due	Amount Due

2.2 Each payment is payable within thirty (30) days after receipt of an invoice. Amounts which have not been paid within sixty (60) days after the invoice date are thereafter, until paid, subject to a late payment charge at a rate equal to 15% per annum (or less, the maximum rate permitted under applicable law). In the event Customer misses two (2) payments, LNA&LS may immediately declare the remaining balance due. At that time, LNA&LS may, at its sole discretion, agree to extend the payment terms over a longer period of time or provide other relief to Customer.

2.3 Customer shall be liable for all costs of collection incurred by the provider of the Goods & Services, including without limitations, collection agency fees, reasonable attorney fees, and court costs, if Customer fails to comply with the payment obligations set forth herein.

2.4 The jurisdiction and venue shall be Dayton, Ohio for any non-payment claims. In the event Customer contests jurisdiction and venue at a later time and loses such action, Customer will pay all reasonable attorneys' fees incurred by LN in responding to such action.

3. GOVERNING LAW

Tennessee

This Agreement shall be governed by the laws of the State of Ohio as applicable to agreements made and solely performed within the State of Ohio. Tennessee

4. SOLE AGREEMENT

This Agreement constitutes the only agreement between LN and Customer with respect to the payment obligation contained herein. No other representations, provisions, understandings, promises or agreements, oral or otherwise, shall be of any force or effect. No modifications, amendments or waivers of any provision of this Agreement shall be valid unless in writing and signed by both parties.

AGREED TO AND ACCEPTED BY: Lincoln Memorial University

LexisNexis, a division of Reed Elsevier Inc.

CUSTOMER

BY: [Signature]

NAME: Dr. B. James Dawson

TITLE: Chancellor/COO

BY: [Signature]

NAME: Louis G. Waldorf

TITLE: Finance Manager

12/15/09

423-869-3611

Amendment for Additional Services of LexisNexis® Digital Collection

LexisNexis, a division of Reed Elsevier Inc. ("LN") and Lincoln Memorial University ("Subscribing Institution") agree to amend the License Agreement for LexisNexis® Digital Collection (the "Agreement") previously executed between LN and Subscribing Institution by adding to the Agreement the terms and conditions set forth below.

1. Subscription Period.

This Amendment for Additional Services of LexisNexis Digital Collection ("Amendment") will begin November 2009 and continue until October 2010 (the "Initial Period"), and each subsequent one year period thereafter (each "Renewal Period").

2. Subscription Service for LN Web-based Services.

Pursuant to this Amendment, Subscriber is subscribing to the following additional Subscription Service(s).

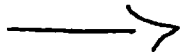
Historical Archive Service: Option 1: U.S. Serial Set Digital Collection - The portion of the Service containing materials from 1789-1969; (Including the American State Papers).

Option 2: Congressional Research Digital Collection - The portion of the Service containing Materials from 1830-2003.

Option 3: Congressional Research Digital Collection - The portion of the Service containing Materials from 2004-2010.

Option 4: Congressional Hearings Digital Collection - The portion of the Service containing Materials from 1824 - 1979.

Option 5: Congressional Hearings Digital Collection - The portion of the Service containing Materials from 1980-2003.



Option 6: Congressional Hearings Digital Collection - The portion of the Services containing Materials from 2004 - 2010.

Option 7: Congressional Record Permanent Digital Collection - The portion of the Service containing Materials from 1873-1997.

Option 8: Congressional Record Permanent Digital Collection Predecessors - The portion of the Service containing Materials from 1789 - 1873.

Option 9: U. S. Serial Set Maps Digital Collection - The portion of the Service containing Materials from 1789-1969.

Option 10: U. S. Serial Set Digital Collection, pt. 2 - The portion of the Service containing Materials from 1970-1979.

Option 11: U. S. Serial Set Digital Collection, pt. 2 - The portion of the Service containing Materials from 1980-1989.

Option 12: U. S. Serial Set Digital Collection, pt. 2 - The portion of the Service containing Materials from 1990-2003.

Prospective Service:

Option 1: U.S. Serial Set Digital Collection - The portion of the Service that is ongoing commencing with the Materials from 2004 and which is updated on a regular basis to include the most current Materials.

Option 2: Congressional Research Digital Collection - The portion of the Service that is ongoing commencing with the Materials from 2004 and which is updated on a regular basis to include the most current Materials.

Option 3: Congressional Hearings Digital Collection - The portion of the Service that is ongoing commencing with the Materials from 2004 and which is updated on a regular basis to include the most current Materials.

Option 4: Congressional Record Permanent Digital Collection - The portion of the Service that is ongoing commencing with the Materials from 1997 and which is updated on a regular basis to include the most current Materials.

3. Fees.

In exchange for access to and use of the above Subscription Service(s) selected, Subscribing Institution will pay LN the following amount(s).

Set-Up Fee:	\$57,120.00
Maintenance Fee:	\$ waived until 9/2014
Notes:	

4. Incremental Archive Schedule and Earned Archive Requirements for Congressional Research Digital Collection and Congressional Hearings Digital Collection (part B)

Under the terms set forth in Section 4 of the Agreement, the table below sets forth the schedule for Incremental Archives. The table also sets forth the Earned Incremental Archive requirements for a Subscribing Institution to be eligible to receive each Incremental Archive, which are (a) a continuous, uninterrupted Prospective Service subscription for the period covered by the Incremental Archive; and (b) payment of the digital archive fee for the Historical Archive Service.

SCHEDULE FOR ADDING INCREMENTAL ARCHIVES

INCREMENTAL ARCHIVE SCHEDULE		EARNED INCREMENTAL ARCHIVE REQUIREMENTS	
Archive Name	Archive Period	Continuous, Uninterrupted Prospective Service subscription for the Archive Period and all subscription fees paid in full in accordance with the Subscription Order	Payment of Digital Archive Fee for Historical Archive Service
Incremental Archive 2010	Materials for 2004-10	Required; either CY2008-10 or FY2008/07-2010/11	Required (if Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)
Incremental Archive 2015	Materials for 2011-15	Required; either CY2011-15 or FY2011/12-2015/16	Required (if Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)
Incremental Archive 2020	Materials for 2016-20	Required; either CY2016-20 or FY2016/17-2020/21	Required (if Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)
Subsequent Incremental Archives (2025, 2030, etc.)	Materials for consecutive five-year increments of coverage (2021-2025, 2026-2030, etc.)	Required; Continuous subscription for the five year corresponding to each Incremental Archive (CY2021-25 or FY2021/22-2025/26, CY2026-30 or FY2026/27-2030/31, etc.)	Required (if Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)

NOTES: CY means on a calendar year basis and FY means on a 12 month fiscal year basis as determined by Subscribing Institution's Subscription Period.

5. Entire Agreement.

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control. Except as set forth herein, this Amendment may not be modified or otherwise changed unless mutually agreed to by both parties in writing.

ACKNOWLEDGED AND AGREED BY:

Lincoln Memorial University
("Subscribing Institution")

BY: [Signature]

NAME: Dr. B. James Dawson

Chancellor/COO 12-109

LexisNexis, a division of Reed Elsevier Inc.

BY: [Signature]

NAME: Louis G Waldorf

Finance Manager
12/15/09

Amendment for Additional Services of LexisNexis® Digital Collection

LexisNexis, a division of Reed Elsevier Inc. ("LN") and Lincoln Memorial University ("Subscribing Institution") agree to amend the License Agreement for LexisNexis® Digital Collection (the "Agreement") previously executed between LN and Subscribing Institution by adding to the Agreement the terms and conditions set forth below.

1. Subscription Period.

This Amendment for Additional Services of LexisNexis Digital Collection ("Amendment") will begin November 2009 and continue until October 2010 (the "Initial Period"), and each subsequent one year period thereafter (each "Renewal Period").

2. Subscription Service for LN Web-based Services.

Pursuant to this Amendment, Subscriber is subscribing to the following additional Subscription Service(s).

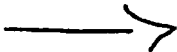
Historical Archive Service: Option 1: U.S. Serial Set Digital Collection – The portion of the Service containing materials from 1789-1969; (including the American State Papers).

Option 2: Congressional Research Digital Collection - The portion of the Service containing Materials from 1830-2003.

Option 3: Congressional Research Digital Collection – The portion of the Service containing Materials from 2004-2010.

Option 4: Congressional Hearings Digital Collection – The portion of the Service containing Materials from 1824 – 1979.

Option 5: Congressional Hearings Digital Collection – The portion of the Service containing Materials from 1980-2003.



Option 6: Congressional Hearings Digital Collection – The portion of the Services containing Materials from 2004 – 2010.

Option 7: Congressional Record Permanent Digital Collection – The portion of the Service containing Materials from 1873-1997.

Option 8: Congressional Record Permanent Digital Collection Predecessors – The portion of the Service containing Materials from 1789 – 1873.

Option 9: U. S. Serial Set Maps Digital Collection – The portion of the Service containing Materials from 1789-1969.

Option 10: U. S. Serial Set Digital Collection, pt. 2 – The portion of the Service containing Materials from 1970-1979.

Option 11: U. S. Serial Set Digital Collection, pt. 2 – The portion of the Service containing Materials from 1980-1989.

Option 12: U. S. Serial Set Digital Collection, pt. 2 – The portion of the Service containing Materials from 1990-2003.

Prospective Service:

Option 1: U.S. Serial Set Digital Collection – The portion of the Service that is ongoing commencing with the Materials from 2004 and which is updated on a regular basis to include the most current Materials.

Option 2: Congressional Research Digital Collection - The portion of the Service that is ongoing commencing with the Materials from 2004 and which is updated on a regular basis to include the most current Materials.

Option 3: Congressional Hearings Digital Collection – The portion of the Service that is ongoing commencing with the Materials from 2004 and which is updated on a regular basis to include the most current Materials.

Option 4: Congressional Record Permanent Digital Collection - The portion of the Service that is ongoing commencing with the Materials from 1997 and which is updated on a regular basis to include the most current Materials.

3. Fees.

In exchange for access to and use of the above Subscription Service(s) selected, Subscribing Institution will pay LN the following amount(s).

Set-Up Fee:	\$57,120.00
Maintenance Fee:	\$ waived until 9/2014
Notes:	

4. Incremental Archive Schedule and Earned Archive Requirements for Congressional Research Digital Collection and Congressional Hearings Digital Collection (part B)

Under the terms set forth in Section 4 of the Agreement, the table below sets forth the schedule for Incremental Archives. The table also sets forth the Earned Incremental Archive requirements for a Subscribing Institution to be eligible to receive each Incremental Archive, which are (a) a continuous, uninterrupted Prospective Service subscription for the period covered by the Incremental Archive; and (b) payment of the digital archive fee for the Historical Archive Service.

SCHEDULE FOR ADDING INCREMENTAL ARCHIVES

INCREMENTAL ARCHIVE SCHEDULE		EARNED INCREMENTAL ARCHIVE REQUIREMENTS	
Archive Name	Archive Period	Continuous, Uninterrupted Prospective Service subscription for the Archive Period and all subscription fees paid in full in accordance with the Subscription Order	Payment of Digital Archive Fee for Historical Archive Service
Incremental Archive 2010	Materials for 2004-10	Required; either CY2008-10 or FY2008/07-2010/11	Required (If Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)
Incremental Archive 2018	Materials for 2011-18	Required; either CY2011-18 or FY2011/12-2015/16	Required (If Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)
Incremental Archive 2020	Materials for 2016-20	Required; either CY2016-20 or FY2016/17-2020/21	Required (If Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)
Subsequent Incremental Archives (2028, 2030, etc.)	Materials for consecutive five-year increments of coverage (2021-2025, 2026-2030, etc.)	Required; Continuous subscription for the five year corresponding to each Incremental Archive (CY2021-26 or FY2021/22-2026/28, CY2026-30 or FY2026/27-2030/31, etc.)	Required (If Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)

NOTES: CY means on a calendar year basis and FY means on a 12 month fiscal year basis as determined by Subscribing Institution's Subscription Period.

5. Entire Agreement.

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control. Except as set forth herein, this Amendment may not be modified or otherwise changed unless mutually agreed to by both parties in writing.

ACKNOWLEDGED AND AGREED BY:

Lincoln Memorial University
("Subscribing Institution")

BY: [Signature]

NAME: Dr. B. James Dawson

Chancellor/coo 12-109

LexisNexis, a division of Reed Elsevier Inc.

BY: [Signature]

NAME: Louis G Waldorf

Finance Manager
12/15/09



DEFERRED PAYMENT AGREEMENT



LexisNexis Academic & Library Solutions, a division of Reed Elsevier Inc., ("LNA&LS") and Lincoln Memorial University ("Customer") agree to the following terms and conditions for Customer's payment of the goods and/or services set forth herein which are provided by LNA&LS.

1. SERVICES PROVIDED

LN will provide Customer with the following goods and/or services ("Services"): HUPS/SUPS A, 1973-1979.

2. PAYMENT

2.1 In consideration for the Goods and/or Services provided, Customer will pay to LNA&LS a total amount of \$342,742.81 plus \$3,427.43 interest to be paid to LNA&LS between the period beginning May 2011 and continuing until May 2015. The deferred payment structure will be as follows:

Payment Due	Amount Due
May 2011	\$68,548.63
May 2012	\$68,548.63
May 2013	\$68,548.63
May 2014	\$68,548.63
May 2015	\$71,975.72

Payment Due	Amount Due

2.2 Each payment is payable within thirty (30) days after receipt of an invoice. Amounts which have not been paid within sixty (60) days after the invoice date are thereafter, until paid, subject to a late payment charge at a rate equal to 15% per annum (or less, the maximum rate permitted under applicable law). In the event Customer misses two (2) payments, LNA&LS may immediately declare the remaining balance due. At that time, LNA&LS may, at its sole discretion, agree to extend the payment terms over a longer period of time or provide other relief to Customer.

2.3 Customer shall be liable for all costs of collection incurred by the provider of the Goods & Services, including without limitations, collection agency fees, reasonable attorney fees, and court costs, if Customer fails to comply with the payment obligations set forth herein.

2.4 The jurisdiction and venue shall be Dayton, Ohio for any non-payment claims. In the event Customer contests jurisdiction and venue at a later time and loses such action, Customer will pay all reasonable attorneys' fees incurred by LN in responding to such action.

3. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Ohio as applicable to agreements made and solely performed within the State of Ohio.

4. SOLE AGREEMENT

This Agreement constitutes the only agreement between LN and Customer with respect to the payment obligation contained herein. No other representations, provisions, understandings, promises or agreements, oral or otherwise, shall be of any force or effect. No modifications, amendments or waivers of any provision of this Agreement shall be valid unless in writing and signed by both parties.

AGREED TO AND ACCEPTED BY:

Lincoln Memorial University
CUSTOMER

BY: Duncan School of Law

NAME: _____

TITLE: Vice Pres., Dean, Prof. of Law

DATE: November 4, 2010

Phone# 865-524-5288

LexisNexis, a division of Reed Elsevier Inc.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Amendment for Additional Services of LexisNexis® Digital Collection

LexisNexis, a division of Reed Elsevier Inc. ("LN") and Lincoln Memorial University Libraries ("Subscribing Institution") agree to amend the License Agreement for LexisNexis® Digital Collection (the "Agreement") previously executed between LN and Subscribing Institution by adding to the Agreement the terms and conditions set forth below.

1. Subscription Period.

This Amendment for Additional Services of LexisNexis Digital Collection ("Amendment") will begin December 2010 and continue until November 2011 (the "Initial Period"), and each subsequent one year period thereafter (each "Renewal Period").

2. Subscription Service for LN Web-based Services.

Pursuant to this Amendment, Subscriber is subscribing to the following additional Subscription Service(s). Prospective Service(s) are updated on a regular basis to include the most current material.

**US Serial Set Digital
Collection: (SS1 & SS2)**

- Serial Set 1 (1789-1969)
- Serial Set 2 (Part A – 1970-1979)
- Serial Set 2 (Part B – 1980-1989)
- Serial Set 2 (Part C – 1990-2003)
- Serial Set 2 (Part D – 2004-2015)
- Serial Set Maps (High Resolution – 1789-1969)
- Serial Set 2 (Prospective – 2004-Current)

**Congressional Research
Digital Collection: (CRDC)**

- CRDC (Part A – 1830-2003)
- CRDC (Part B – 2004-2010)
- CRDC (Part C – 2011-2015)
- CRDC (Prospective – 2004-Current)

**Congressional Hearings
Digital Collection: (CHDC)**

- CHDC (Part A – 1824-1979)
- CHDC (Part B – 1980-2003)
- CHDC (Part C – 2004-2010)
- CHDC (Part D – 2011-2015)
- CHDC (Prospective – 2004-Current)

**Congressional Record
Permanent Digital
Collection: (CRPDC)**

- CRPDC (Part A – 1789-1997-Includes Predecessors)
- CRPDC (Part B – 1998-2013)
- CRPDC (Prospective – 1998-Current)

**House and Senate
Unpublished Hearings:
(HUPS/SUPS)**

- HUPS/SUPS (Part A – 1973-1979)

3. Fees.

In exchange for access to and use of the above Subscription Service(s) selected, Subscribing Institution will pay LN the following amount(s).

Set-Up Fee:	\$8,000.00 onetime fee
Maintenance Fee:	\$ no additional fee
Notes:	

1.3.1

4. Incremental Archive Schedule and Earned Archive Requirements for Prospective Digital Collections:

Under the terms set forth in Section 4 of the Agreement, the table below sets forth the schedule for Incremental Archives. The table also sets forth the Earned Incremental Archive requirements for a Subscribing Institution to be eligible to receive each Incremental Archive, which are (a) a continuous, uninterrupted Prospective Service subscription for the period covered by the Incremental Archive; and (b) payment of all related Subscription Fees.

SCHEDULE FOR ADDING INCREMENTAL ARCHIVES

INCREMENTAL ARCHIVE SCHEDULE		EARNED INCREMENTAL ARCHIVE REQUIREMENTS
Archive Name	Archive Period	Continuous, Uninterrupted Prospective Service subscription for the Archive Period and all subscription fees paid in full in accordance with the Subscription Order
Incremental Archive 2010	Materials for 2004-10	Required; either CY2006-10 or FY2006/07-2010/11
Incremental Archive 2013	Material for 1998-13 (CRPDC)	Required; either CY1998-13 or FY1998/99-2013/16 (CRPDC)
Incremental Archive 2015	Materials for 2011-15 Material for 2004-15 (SS2)	Required; either CY2011-15 or FY2011/12-2015/16, CY2004-15 or FY2004/05-2015/16 (SS2),
Incremental Archive 2020	Materials for 2016-20	Required; either CY2016-20 or FY2016/17-2020/21
Subsequent Incremental Archives	Materials for consecutive five-year increments of coverage	Required; Continuous subscription for the five year corresponding to each Incremental Archive

NOTES: CY means on a calendar year basis and FY means on a 12 month fiscal year basis as determined by Subscribing Institution's Subscription Period.

5. Entire Agreement.

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control. Except as set forth herein, this Amendment may not be modified or otherwise changed unless mutually agreed to by both parties in writing.

ACKNOWLEDGED AND AGREED BY:

Lincoln Memorial University Libraries
("Subscribing Institution")

LexisNexis, a division of Reed Elsevier Inc.

BY: Duncan School of Law

BY: _____

NAME: _____

NAME: _____

TITLE: Vice Pres., Dean and Prof. of Law

TITLE: _____

DATE: November 4, 2010

DATE: _____



**Contract for Cassidy Cataloguing Services
RMMLF DIGITAL LIBRARY 1955-2007**

THIS AGREEMENT, entered into as of this 13th day of October 2009, by Lincoln Memorial University, Duncan School of Law ("Library") and Cassidy Cataloguing Services, Inc. ("Contractor"), provides for the delivery of the initial file(s) of MARC21 catalog records and optional Monthly Update Service for the following collection:

106 unique titles contained in the Rocky Mountain Mineral Law Foundation Digital Library on the Internet, 1955-2007 (detailed below)

Select type of Institution

- Academic
- Law Firm
- State, Court & County
- Other (please specify) _____

Price \$650

[updates provided free if required the 1st year]

Price N/A

1. **CONTRACT PERIOD** - This contract shall commence immediately upon receipt by Cassidy Cataloguing Services, Inc. of one signed copy of this contract, together with the payment of \$650 for selected collection(s).
2. **SCOPE OF WORK** - Contractor will create MARC21 catalog records for the electronic titles identified below. All records will be created according to national bibliographic standards and stored in MARC21 format. The records will be assigned *Library of Congress subject headings (LCSH)* and Library of Congress (LC) call numbers.

The catalog records will be delivered in MARC communications format to facilitate easy loading into Library's local ILS software (test files are available). Records will be delivered in a MARC file of 106 titles. If these 106 records require updating, it will be done at no additional charge. Library must notify Contractor regarding changes.

TITLES

Annual Institutes, Volumes 1 (1955) through 53 (2007)

Special Institutes (1970-2007) :

- Air Quality Challenges Facing the Natural Resources Industry in the Western U.S. (2007)
- Air Quality Regulation for the Natural Resources Industry (2000)
- Alaska Mineral Development (1978)
- Annual Assessment Work (1970)
- Basic Oil and Gas Geology and Technology for Lawyers and Other Non-Technical Personnel (2001)
- Due Diligence (1993)
- Cleaning Up the Public Domain (1996)
- Coalbed Gas Development — East and West (1992)
- Corporate Environmental Management (1993) ; Corporate Environmental Management II (1994)
- Development Issues and Conflicts in Modern Gas & Oil Plays (2004)

Cassidy Cataloguing Services, Inc.
248 W. Main St., Suite 2, Rockaway, NJ 07866
973-586-3200, fax 973-586-3201



Electric Industry (1996)
 Energy Policy Act of 2005 (2005)
 Environmental Considerations In Natural Resource and Real Property Transaction (1988)
 Environmental Law: An Update for the Busy Natural Resources Practitioner (1990)
 Environmental Regulation of the Oil and Gas Industry (1993) ; II (1994) ; New Millennium (2000)
 Federal and Indian Oil and Gas Royalty Valuation and Management (1992) ; II (1998) ; III (2000) ;
 IV (2004) ; V (2007)
 Federal Drainage Protection and Compensatory Royalties (1994)
 Federal Land Status Determination (1971)
 Federal Mineral Leasing (Non-Oil and Gas) (1971)
 Federal Onshore Oil and Gas Leasing Reform Act of 1987 (1988)
 Federal Onshore Oil and Gas Pooling and Unitization II (1990) ; III (2006)
 Federal Royalty Revolution—Coal (1986)
 Federal Royalty Revolution—Oil and Gas (1986)
 Financing, Operating, and Investing in the Small Gold Mine (1984)
 Geothermal Resources Development (1977)
 Gold Mine Financing (1988)
 Ground Water Contamination (1991)
 Idle Mining Properties (1998)
 Implied Covenants (1986)
 Indian Land Development (1976)
 International Energy & Minerals Arbitration (2002)
 International Environmental Law for Natural Resources Practitioners (1997)
 International Minerals Acquisition and Operations (1974)
 International Mining and Oil & Gas Law, Development, and Investment (2007)
 International Mining Law & Investment in Latin America & the Caribbean (2005)
 International Oil, Gas, and Mining Development in Latin America (1994)
 International Resources Law: A Blueprint for Mineral Development (1991) ;
 International Resources Law II: A Blueprint for Mineral Development (1995)
 International Resources Law: Today's Oil, Gas, and Mining Projects (1997)
 International Resources Law and Projects: Straddling the Millennium (1999)
 Land and Permitting (1994) ; II (1996)
 Land Use and Mined Land Reclamation (1979)
 Mergers and Acquisitions of Natural Resources Companies (1994)
 Mine Health and Safety Law (1973)
 Mine to Market: The Legal Issues (1985)
 Mineral Development and Land Use (1995)
 Mineral Development in Latin America (1997)
 Mineral Development on Indian Lands (1989)
 Mineral Financing (1982)
 Mineral Leasing Act of 1920 (Regulations Implementing the Amendments of 1987-88)
 Mineral Patenting Procedures (1975)
 Mineral Resources Permitting (1981)
 Mineral Taxation (1977)
 Mineral Title Examination (1977) ; II (1982) ; III (1992) ; IV (2007)
 Mining Agreements (1979) ; II (1981) ; III (1991)
 Mining and Oil and Gas Development in Latin America (2001)
 Mining Law and Investment in Latin America (2003)



Mining Exploration Technology for Lawyers and Landmen (1980)
Natural Gas Marketing (1987) ; II (1988)
Natural Gas Marketing and Transportation (1991)
Natural Gas Transportation and Marketing (2001)
Natural Resources Administrative Law (1981)
Natural Resources and Environmental Administrative Law and Procedure (1999) ; (2005)
Natural Resources and Environmental Litigation (1989) ; II (1996)
Natural Resources Development and Environmental Regulation in Indian Country (1999)
Natural Resources Development in Indian Country (2005)
Natural Resources Environmental Law (1972)
Natural Resources for Legal Assistants and Land Support Personnel (1979)
Negotiating Natural Gas Contracts in the Order 636 Environment (1993)
NEPA and Federal Land Development (2006)
Offshore Exploration, Drilling and Development (1975)
Oil and Gas Acquisitions (1995) ; (1983)
Oil and Gas Agreements: Joint Operations (2007)
Oil and Gas Agreements: Sales and Financings (2006)
Oil and Gas Agreements: The Exploration Phase (2004)
Oil and Gas Agreements: The Production & Marketing Phase (2005)
Oil and Gas Conservation Law and Practice (1985)
Oil and Gas Development in Latin America (1999)
Oil and Gas Development on the Outer Continental Shelf (1998) ; (2002)
Oil and Gas Joint Operating Agreement (1990)
Oil and Gas Operations in Federal and Coastal Waters (1989)
Oil and Gas Pooling and Unitization (1980)
Oil and Gas Royalties on NonFederal Lands (1993)
Oil and Gas Technology for Lawyers and Landmen (1979)
Oil and Natural Gas Pipelines: Wellhead to End User (1995)
Onshore Pooling and Unitization (1997)
Overthrust Belt—Oil and Gas Legal and Land Issues (1980)
Private Oil and Gas Royalties (2003)
Problems and Opportunities During Hard Times in the Minerals Industry (1986)
Public Land Law (1992) ; II (1997)
Public Land Law, Regulation, and Management (2003)
RCRA and CERCLA (1997)
Regulation and Development of Coalbed Methane (2002)
Resolution and Avoidance of Disputes (1984)
Resources Development, Environmental Land Management, and Permitting (1996)
Review and Analysis of the New BLM Surface Management (3809) Regulations (2001)
Rights of Access and Surface Use (1984)
Rights of Way (1998)
Royalty Valuation and Management (1980)
Uranium Exploration and Development (1976) ; II (2006)
Water Acquisition for Mineral Development (1978)
Water Quality & Wetlands (2002)
Western Coal Development (1973)
Wetland Issues in Resources Development in the Western United States (1993)



3. CUSTOMIZATION OF WORK - The Library may request the addition of customized MARC21 fields to their RMMLF Digital Library records as long as the content is to be uniform for every record. Depending on the complexity of the request, there may be an additional charge for this service.

Please indicate what field customizations are required:

COLLECTION	MARC TAG & INDICATOR	TEXT OF FIELD	PRICE (IF APPLICABLE)

4. TITLE / PROPERTY RIGHTS TO PRODUCTS - It is expressly agreed and understood that Contractor maintains the copyright to the individual catalog records which comprise the above listed RMMLF Digital Library Collection. Contractor hereby grants to the Library a perpetual, non-exclusive, royalty-free license to use, copy and modify the individual catalog records, or to retain third parties to do so on its behalf. The license granted herein to the Library shall survive termination of this Agreement.

5. EXCLUSIVE USE OF RECORDS - Collection is intended for Library use only. The Collection catalog records, and any updated or corrected versions thereof, are to be displayed in Library's online catalog only.
 If the Library purchases or licenses a collection analysis tool or collection analysis service, Contractor will provide a modified set of MARC21 records with generic URLs (i.e. www.rmmlf.org) and 6XX's stripped to be used for this purpose. This will enable Library to take advantage of any "comparative study feature" without concern for this EXCLUSIVE USE clause.

6. TERMS OF PAYMENT - Invoice shall be payable within thirty (30) days of receipt. Unpaid balances forty-five (45) days from receipt shall be subject to a re-billing charge of 1.5% per month until paid.

7. TERMINATION OF CONTRACT - Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice. If thirty (30) days notice is given, neither party shall have a cause of action against the other for breach.



8. **WAIVER** - No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing signed by the party claimed to have waived or consented.

9. **SEVERABILITY** - In the event that any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect.

10. **NOTICES** - All notices under this Agreement shall be sent by certified mail, return receipt requested, to the addresses indicated below.

NOTICE - Billing invoice to:
6965 Cumberland GAP Pkwy. Box 2003
A.H.N. A/P

CONTRACTOR:
CASSIDY CATALOGUING SERVICES
248 West Main Street, Suite 2
Rockaway, NJ 07866
ATTN: Joni Lynn Cassidy, President

LIBRARY:
HARRUGATE, TN 37752
LINCOLN MEMORIAL UNIVERSITY, DUNCAN
SCHOOL OF LAW
Ann Walsh Long, Technical Services/Circulation
Services Librarian
601 West Summit Hill Dr.
Knoxville, TN 37902
(865)524-5288
ann.long@lmunet.edu

Contact information for receiver of files
(if same as above check here)

Contact information for invoicing
(if same as above check here)

Name, Title _____

Name, Title Pat Tennyson, Dir. Purchases & Accounts

Email address _____

Email address pat.tennyson@lmunet.edu

Telephone # () _____

Telephone # (423) 869-6206

IN WITNESS WHEREOF, the Library and the Contractor have executed this Agreement on the dates below:

CASSIDY CATALOGUING SERVICES, INC
"Contractor"

Signature: [Signature]
Printed Name: Joni L. Cassidy

Date: October 13, 2009

LINCOLN MEMORIAL UNIVERSITY
DUNCAN SCHOOL OF LAW
"Library"

Signature: [Signature]
Printed Name: Dr. B. James Dawson
COO/Chancellor

Date: 12-16, 2009



**Contract for
CassidyCat's Digital Law Library_{sm}
Electronic Collection**

THIS AGREEMENT, entered into as of this 13th day of October 2009, by Lincoln Memorial University, Duncan School of Law ("Library") and Cassidy Cataloguing Services, Inc. ("Contractor"), provides for the delivery of the Initial file(s) of MARC21 catalog records and optional Monthly Update Service for the following collection:

Collection

CassidyCat's Digital Law Library_{sm}:

CassidyCat's Digital Law Library_{sm} Monthly Update Service

- Monthly Update Service (Monthly Invoicing)
- Monthly Update Service (Annual Invoicing)

Price	\$1325.00
Price	\$950.00
Invoiced annually	
Due now:	\$1325.00

1. **CONTRACT PERIOD** - This contract shall commence immediately upon receipt by Cassidy Cataloguing Services, Inc. of one signed copy of this Agreement.
2. **SCOPE OF WORK** - Collection will be comprised of over 3,200 MARC21 records representing free legal research sites on the internet. If applicable, the update service subscription will start one month after receiving initial delivery of files. All records will be created according to national bibliographic standards and stored in MARC21 format. The records will be assigned *Library of Congress subject headings (LCSH)* and a local call number of "INTERNET".

The catalog records will be delivered in MARC21 communications format to facilitate easy loading into Library's local ILS software (test files are available).



3. CUSTOMIZATION OF WORK - The Library may request the addition of customized MARC21 fields to their HeinOnline Digital Law Library records as long as the content is to be uniform for every record. Depending on the complexity of the request, there may be an additional charge for this service. Please indicate what field customizations are required:

COLLECTION	MARC TAG & INDICATOR	TEXT OF FIELD	PRICE (IF APPLICABLE)

4. TITLE / PROPERTY RIGHTS TO PRODUCTS - It is expressly agreed and understood that Contractor maintains the copyright to the individual catalog records that comprise the CassidyCat's Digital Law Librarysm (Collection) and updated versions thereof. Contractor hereby grants to the Library a perpetual, non-exclusive, royalty-free license to use, copy and modify the individual catalog records, or to retain third parties to do so on its behalf. The license granted herein to the Library shall survive termination of this Agreement.

5. EXCLUSIVE USE OF RECORDS - The Collection is intended for Library use only. These catalog records, and any updated or corrected versions thereof, are to be embargoed in Library's online catalog. They are not to be uploaded to bibliographic utilities or shared with other institutions except as they may be displayed in Library's public access catalog and where Library participates in a consortium catalog.

If the Library purchases or licenses a collection analysis tool or collection analysis service, Contractor will provide a modified set of MARC21 records with generic URLs (i.e. www.loc.gov and 6XX's stripped to be used for this purpose. This will enable Library to take advantage of any "comparative study feature" without concern for this EXCLUSIVE USE clause.

6. TERMS OF PAYMENT - Invoices shall be payable within thirty (30) days of receipt. Unpaid balances forty-five (45) days from receipt shall be subject to a re-billing charge of 1.5% per month until paid.

7. TERMINATION OF CONTRACT - Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice. If thirty (30) days notice is given, neither party shall have a cause of action against the other for breach.



8. **WAIVER** - No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing signed by the party claimed to have waived or consented.

9. **SEVERABILITY** - In the event that any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect.

10. **NOTICES** - All notices under this Agreement shall be sent by certified mail, return receipt requested, to the addresses indicated below.

NOTICE - Billing invoice to:
6965 Cumberland GAP Pkwy. Box 2003
A.H.N. AIP
Harrugate, TN 37752

CONTRACTOR:
CASSIDY CATALOGUING SERVICES
248 West Main Street, Suite 2
Rockaway, NJ 07866
ATTN: Joni Lynn Cassidy, President

LIBRARY:
LINCOLN MEMORIAL UNIVERSITY, DUNCAN SCHOOL OF LAW
Ann Walsh Long, Technical Services/Circulation Services Librarian
601 West Summit Hill Dr.
Knoxville, TN 37902
(865)524-5288
ann.long@lmunet.edu

Contact information for receiver of files
(if same as above check here)
Name, Title _____
Email address _____
Telephone # () _____

Contact information for invoicing
(if same as above check here)
Name, Title Pat Tennyson, Dir. Purchases & Accounts
Email address pat.tennyson@lmunet.edu
Telephone # (423) 969-6206

IN WITNESS WHEREOF, the Library and the Contractor have executed this Agreement on the dates below:

CASSIDY CATALOGUING SERVICES, INC
"Contractor"

Signature: [Signature]
Printed Name: Joni L. Cassidy

Date: October 13, 2009

LINCOLN MEMORIAL UNIVERSITY
DUNCAN SCHOOL OF LAW
"Library"

Signature: [Signature]
Printed Name: Dr. B. James Dawson
COO/ Chancellor

Date: 13-16, 2009



**Contract for Cassidy Cataloguing Services
eScholarship Editions Collection of Public Titles eBooks**

THIS AGREEMENT, entered into as of this 13th day of October 2009, by Lincoln Memorial University, Duncan School of Law ("Library") and Cassidy Cataloguing Services, Inc. ("Contractor"), provides for the delivery of the initial file(s) of MARC21 catalog records and optional Monthly Update Service for the following collection:

eScholarship Editions Collection of Public Titles

Select type of Institution

- Academic
- Law Firm
- State, Court & County
- Other (please specify) _____

Price \$899

[updates provided free for the 1st year]

Price N/A

1. **CONTRACT PERIOD** - This contract shall commence immediately upon receipt by Cassidy Cataloguing Services, Inc. of one signed copy of this contract, together with the payment of \$899 for selected collection(s).
2. **SCOPE OF WORK** - Contractor will create MARC21 catalog records for the electronic titles identified below. All records will be created according to national bibliographic standards and stored in MARC21 format. The records will be assigned *Library of Congress subject headings (LCSH)* and Library of Congress (LC) call numbers.

The catalog records will be delivered in MARC communications format to facilitate easy loading into Library's local ILS software (test files are available). Records will be delivered in a MARC file. If these records require updating, it will be done at no additional charge for the first year. Library must notify Contractor regarding changes.



3. CUSTOMIZATION OF WORK - The Library may request the addition of customized MARC21 fields to their eScholarship Editions Collection of Public Titles records as long as the content is to be uniform for every record. Depending on the complexity of the request, there may be an additional charge for this service.

Please indicate what field customizations are required:

MARC TAG & INDICATOR	TEXT OF FIELD

4. TITLE / PROPERTY RIGHTS TO PRODUCTS - It is expressly agreed and understood that Contractor maintains the copyright to the individual catalog records which comprise the above listed Collection. Contractor hereby grants to the Library a perpetual, non-exclusive, royalty-free license to use, copy and modify the individual catalog records, or to retain third parties to do so on its behalf. The license granted herein to the Library shall survive termination of this Agreement.

5. EXCLUSIVE USE OF RECORDS - Collection is intended for Library use only. The Collection catalog records, and any updated or corrected versions thereof, are to be displayed in Library's online catalog only.
 If the Library purchases or licenses a collection analysis tool or collection analysis service, Contractor will provide a modified set of MARC21 records with generic URLs (i.e. www.escholarship.org) and 6XX's stripped to be used for this purpose. This will enable Library to take advantage of any "comparative study feature" without concern for this EXCLUSIVE USE clause.

6. TERMS OF PAYMENT - Invoice shall be payable within thirty (30) days of receipt. Unpaid balances forty-five (45) days from receipt shall be subject to a re-billing charge of 1.5% per month until paid.

7. TERMINATION OF CONTRACT - Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice. If thirty (30) days notice is given, neither party shall have a cause of action against the other for breach.



8. **WAYER** - No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing signed by the party claimed to have waived or consented.

9. **SEVERABILITY** - In the event that any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect.

10. **NOTICES** - All notices under this Agreement shall be sent by certified mail, return receipt requested, to the addresses indicated below.

NOTICE - Billing invoice to:
6965 Cumberland GAP Pkwy. Box 2003
A.H.N.: AIP

CONTRACTOR:
CASSIDY CATALOGUING SERVICES
248 West Main Street, Suite 2
Rockaway, NJ 07866
ATTN: Joni Lynn Cassidy, President

LIBRARY: HARRGATE, TN 37752
LINCOLN MEMORIAL UNIVERSITY, DUNCAN
SCHOOL OF LAW
Ann Walsh Long, Technical Services/Circulation
Services Librarian
601 West Summit Hill Dr.
Knoxville, TN 37902
(865)524-5288
ann.long@lmunet.edu

Contact information for receiver of files
(if same as above check here)

Contact information for Invoicing
(if same as above check here)

Name, Title _____
Email address _____
Telephone # () _____

Name, Title Pat Tennyson, Dir. Purchases & Accounts
Email address pat.tennyson@lmunet.edu
Telephone # (423) 869-6206

IN WITNESS WHEREOF, the Library and the Contractor have executed this Agreement on the dates below:

CASSIDY CATALOGUING SERVICES, INC
"Contractor"

Signature: [Signature]
Printed Name: Joni L. Cassidy

Date: October 13, 2009

LINCOLN MEMORIAL UNIVERSITY
DUNCAN SCHOOL OF LAW
"Library"

Signature: [Signature]
Printed Name: Dr. B. James Dawson
COO/ Chancellor

Date: 12/16, 2009



**Contract for Cassidy Cataloguing Services
National Academies Press eBooks**

THIS AGREEMENT, entered into as of this 13th day of October 2009, by Lincoln Memorial University, Duncan School of Law ("Library") and Cassidy Cataloguing Services, Inc. ("Contractor"), provides for the delivery of the initial file(s) of MARC21 catalog records and optional Monthly Update Service for the following collection:

National Academies Press eBooks

Select type of Institution

- Academic
- Law Firm
- State, Court & County
- Other (please specify) _____

Price \$450

[updates provided free for the 1st year]

Price N/A

1. **CONTRACT PERIOD** - This contract shall commence immediately upon receipt by Cassidy Cataloguing Services, Inc. of one signed copy of this contract, together with the payment of \$450 for selected collection(s).
2. **SCOPE OF WORK** - Contractor will create MARC21 catalog records for the electronic titles identified below. All records will be created according to national bibliographic standards and stored in MARC21 format. The records will be assigned *Library of Congress subject headings (LCSH)* and Library of Congress (LC) call numbers.

The catalog records will be delivered in MARC communications format to facilitate easy loading into Library's local ILS software (test files are available). Records will be delivered in a MARC file. If these records require updating, it will be done at no additional charge for the first year. Library must notify Contractor regarding changes.



3. CUSTOMIZATION OF WORK - The Library may request the addition of customized MARC21 fields to their National Academies Press records as long as the content is to be uniform for every record. Depending on the complexity of the request, there may be an additional charge for this service.

Please indicate what field customizations are required:

Table with 2 columns: MARC TAG & INDICATOR, TEXT OF FIELD

4. TITLE / PROPERTY RIGHTS TO PRODUCTS - It is expressly agreed and understood that Contractor maintains the copyright to the individual catalog records which comprise the above listed Collection. Contractor hereby grants to the Library a perpetual, non-exclusive, royalty-free license to use, copy and modify the individual catalog records, or to retain third parties to do so on its behalf. The license granted herein to the Library shall survive termination of this Agreement.

5. EXCLUSIVE USE OF RECORDS - Collection is intended for Library use only. The Collection catalog records, and any updated or corrected versions thereof, are to be displayed in Library's online catalog only. If the Library purchases or licenses a collection analysis tool or collection analysis service, Contractor will provide a modified set of MARC21 records with generic URLs (i.e. www.nap.edu) and 6XX's stripped to be used for this purpose. This will enable Library to take advantage of any "comparative study feature" without concern for this EXCLUSIVE USE clause.

6. TERMS OF PAYMENT - Invoice shall be payable within thirty (30) days of receipt. Unpaid balances forty-five (45) days from receipt shall be subject to a re-billing charge of 1.5% per month until paid.

7. TERMINATION OF CONTRACT - Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice. If thirty (30) days notice is given, neither party shall have a cause of action against the other for breach.



8. WAIVER - No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing signed by the party claimed to have waived or consented.

9. SEVERABILITY - In the event that any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect.

10. NOTICES - All notices under this Agreement shall be sent by certified mail, return receipt requested, to the addresses indicated below.

NOTICE - Billing invoice to: 6965 Cumberland GAP Pkwy. Box 2003
AHN: AIP

CONTRACTOR:
CASSIDY CATALOGUING SERVICES
248 West Main Street, Suite 2
Rockaway, NJ 07866
ATTN: Joni Lynn Cassidy, President

LIBRARY: Harrugate, TN 37752
LINCOLN MEMORIAL UNIVERSITY, DUNCAN
SCHOOL OF LAW
Ann Walsh Long, Technical Services/Circulation
Services Librarian
601 West Summit Hill Dr.
Knoxville, TN 37902
(865)524-5288
ann.long@lmu.net.edu

Contact information for receiver of files
(if same as above check here)

Name, Title _____

Email address _____

Telephone # () _____

Contact information for Invoicing
(if same as above check here)

Name, Title Pat Tennyson, Dir. Purchases & Accounts

Email address pat.tennyson@lmu.net.edu

Telephone # (423) 869-6206

IN WITNESS WHEREOF, the Library and the Contractor have executed this Agreement on the dates below:

CASSIDY CATALOGUING SERVICES, INC
"Contractor"

Signature: [Signature]
Printed Name: Joni L. Cassidy

Date: October 13, 2009

LINCOLN MEMORIAL UNIVERSITY
DUNCAN SCHOOL OF LAW
"Library"

Signature: [Signature]
Printed Name: Dr. B. James Dawson
cool Chancellor

Date: 12-16, 2009



Control no.: 0688



Lincoln Memorial University - Contract Checklist

Date 11/02/2009 Originator Ann Long

Contract YBP Library Services

Contract prepared/received 10/21/2009

New contract with revisions prepared Attached Purchase Req. #

Properties Committee approval (if applicable) date

Supervisor Dore Ravel

Forward copy for review to: (Please review, initial, and forward to the next person listed)

Departmental V.P.

V.P. for Finance/Operations

V.P. for Academic Affairs/Provost (if applicable)

Director of Risk Management and Contracts annual cost?

Attorney simple

Insurance Agent

President BQJL 12-17-09

Other

Mailed/delivered contract for signature Ann will copy w email

Original signed final contract to Finance Office with completed checklist.

Completed and signed copy to: (if applicable) 12-17-09

President

Insurance Agent

Lessee/Contract Holder

Other Scanned to Ann Long 12-17-09



the future delivered

Headquarters

999 Maple Street
Contoocook, NH 03229
United States of America
(603) 746-3102
(800) 258-3774
(603) 746-5628 Fax
www.ybp.com

October 21, 2009

Gordon Russell
Director
Law Library, Old City Hall Building
Lincoln Memorial University
601 W. Summit Hill Drive
Knoxville, TN 37902

U.K. Office

Unit B, Bicester Park
Charbridge Way, Bicester
Oxfordshire OX26 4ST
United Kingdom
Tel: +44 (0)1869 363599
Fax: +44 (0)1869 363590
US Toll-Free: 866 622 4984
www.lindsayandorafi.com

Dear Gordon:

We are pleased to welcome you as a new customer of YBP Library Services.

In the interest of clarifying our arrangement from the beginning, we enclose a document outlining YBP's pricing structure for the Lincoln Memorial University, Law, base account 711499. Please review the information, and if it agrees with your understanding of our agreement, please acknowledge by signing and returning a copy of the following. If the indicated pricing structure is not as you understand it, please contact me.

We thank you for your business and look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Alice Perry".

Alice Perry
Pricing Administration

**YBP Library Services Pricing Structure Acknowledgment Form
Lincoln Memorial University, Law, Base Account 711499**

Discounts:

Refers to discount applied to publisher's list price at the time of shipment to the library.

<i>Shipment Type</i>	<i>Discount</i>	<i>Exceptions</i>
Firm Order	17%	<ul style="list-style-type: none"> • YBP <i>Associations Pricing</i> list (service fee) • Books <i>directly imported</i> by YBP (service fee) • YBP <i>List Price Publisher</i> list (normally sold at list price; occasional service fee for short publisher discount) • Any other title where YBP receives a <i>short publisher discount</i> (service fee) • e-books are exempt from regular discounts
Continuations	5.5%	
Rush Orders	10% (subject to change) plus shipping charges (except free UPS Ground)	

Publishers not discounted:

Please see our website (<http://www.ybp.com/>) for our complete Publisher Lists, where we identify *Associations Pricing* and *List Price Publishers*.

Service Fee

15%, \$8 minimum, \$15 maximum, where applicable, per grid above.

Shipping: free biweekly regular shipping from your primary YBP distribution center.

For annual expenditures under \$30,000 a 5% shipping charge shall be assessed, or you may elect biweekly shipments at no charge. Purchase levels will be evaluated annually with notification provided in March to customers whose shipping terms may need adjustment. Any changes will go into effect the following July.

Other Fees:

For current or future implementation of Technical Services, please refer to appropriate YBP Technical Services Price List and/or the customized Technical Services specification prepared for the library. (Technical Services pricing is reviewed annually. Any changes in record or processing fees are announced early in the year and implemented in July. Binding charges are subject to review with limited notice and reflect changes in vendor pricing to YBP.)

Returns Policy:

Please refer to http://www.ybp.com/returns_domestic.html.

BILL TO ADDRESS:

Lincoln Memorial University
Accounts Payable
6965 Cumberland Gap Pkwy., Box 2003
Harrogate, TN 37752-2003

Payment Terms:

Net 30 days from the date of the invoice.

YBP accepts the following methods of payment for the services offered under this pricing structure: payment by check, money order, electronic funds transfer (EFT) or by debit from a deposit account. Any other method of payment will be considered a change to the pricing terms and require renegotiation of terms and conditions.

Effective Term:

Through: 6/30/2013
Renewal Option: unspecified

Note: Terms and conditions are subject to change upon adequate notification.

I acknowledge that the above accurately reflects Lincoln Memorial University, Law's YBP book purchasing pricing structure.

Authorized Signature:  Date: 12-17-09

Printed Name: Dr. B. JAMES DAWSON Title: COO/CHANCELLOR

Please return this signed form by e-mail to aperry@lmu.edu or fax your response to 603-746-2747, attn. Alice Perry.

September 21, 2009

VIA EMAIL/PDF AND US MAIL

Gordon Robert Russell
Associate Dean
Lincoln Memorial University
Duncan School of Law
601 West Summit Hill Drive
Knoxville, TN 37902

Dear Mr. Russell:

Per your conversation with Leslie Monsees, a BNA License Agreement for BNA services has been prepared for your signature. The attached License Agreement is a special license that was developed specifically for law schools and other academic institutions. This license – which is the agreement that BNA now uses for all of its Law School Customers – reflects the collaborative efforts of a dedicated team of professionals from both BNA and the academic law library community. The License Agreement contains two components: (1) a License Agreement containing the terms and conditions; and (2) an Order Form, containing the specifics of your license.

If the terms of the BNA License Agreement reflect your understanding, please print two copies of the agreement, sign and date where indicated and return both signed originals by mail to my attention at the address below. One fully executed original will be returned to you for your records. To expedite implementation of your subscriptions, you may fax a signed copy of this license to my attention at (240) 314-1950.

We look forward to building our business partnership and continuing to explore ways to make BNA information available to your school.

If you have any questions, please feel free to contact Leslie Monsees or me.

Leslie Monsees: 800-542-1113, ext. 3438; lmonsees@bna.com
Amy Bernatz: 301-294-6677; abernatz@bna.com

Best regards,

Amy Bernatz
Senior Contract Specialist

cc: Leslie Monsees, Regional Manager, Law Schools

Law School Order Form
19451
Lincoln Memorial University Duncan School of Law
September 21, 2009

Billing Address:

LMU Accounts Payable
Finance office Box 2003 6965 Cumberland Gap Pkwy.
Harrogate, TN 37752

Core Package

ABA/BNA Lawyer's Manual on Professional Conduct – Full Service
Antitrust and Trade Regulation Report
Criminal Law Reporter
Family Law Reporter – Current Reports
Labor & Employment Law Library

- Americans with Disabilities Act Manual
- Collective Bargaining Negotiations & Contracts
- EEO Compliance

Securities Regulation and Law Report
United States Law Week
Annual Subscription Price [Core Package]

\$5,450

*NOTE: BNA acknowledges that effective September 21, 2009, the FTE of Lincoln Memorial University Duncan School of Law is 79.

LOCATION:

Lincoln Memorial University
Duncan School of Law
601 West Summit Hill Drive
Knoxville, TN 37902

PLATFORM ACCESS: Your subscription entitles you to access the BNA products in the Core Package through the following platforms: BNA Direct, Westlaw[®], and LexisNexis[™]. (Access on Westlaw[®] and LexisNexis[™] is available both via the Web and the proprietary software of Westlaw[®] and LexisNexis[™].) Access to BNA's products is for the Subscription Term of this BNA license. Access to Westlaw[®] and/or LexisNexis[™] is subject to Customer's individual agreements with those companies.

ACCESS METHOD: This license authorizes access to the Licensed Products IP authentication for all Users.

Law School Order Form (cont'd)
19451

Lincoln Memorial University Duncan School of Law
September 21, 2009

E-MAIL DELIVERY ADDRESS: E-mail updates will be available to authorized users via an E-Mail Self Registration link that will be provided by BNA, found at www.bna.com/lawschool.

SUBSCRIPTION TERM: This license will be effective for a non-cancelable one year term, effective upon receipt of the signed agreement (actual date to be reflected on invoice)

BILLING FREQUENCY: Annual

NOTE: All Subscription Fees listed on the Order Form are exclusive of any taxes and charges for replication, telecommunication, software, hardware, and other equipment. It is the Customer's responsibility to provide BNA with a valid, complete, and signed tax exemption certificate applicable to the Licensed Products. This Order Form and any use of the Licensed Products are governed by the BNA License Agreement.

THE BUREAU OF NATIONAL AFFAIRS, INC.

LINCOLN MEMORIAL UNIVERSITY
DUNCAN SCHOOL OF LAW

By: _____

Name: Ramona Bourgeois

Title: Manager, Contracts Administration

Date: September 21, 2009

By:  _____

Name: Dr. B. JAMES DAWSON

Title: Chancellor/COO

Date: 10-30-09

BNA LICENSE AGREEMENT ACADEMIC CUSTOMERS

This License Agreement is between THE BUREAU OF NATIONAL AFFAIRS, INC., 1801 S. Bell Street, Arlington, VA 22202, and/or a wholly owned subsidiary of BNA including TAX MANAGEMENT INC., and BNA INTERNATIONAL, INC., referred to collectively as "BNA," and "Customer." This License Agreement shall apply to Customer's and each User's access to and/or use of any BNA electronic product.

Access to and/or any use of the Licensed Products will constitute acceptance of all terms and conditions contained herein. This License Agreement incorporates by reference all applicable Order Forms. For purposes of this Agreement, "Order Form" shall mean any agreement, invoice, purchase order, or subscription confirmation detailing the terms of Customer's subscription to one or more Licensed Product(s). If you do not agree with the terms and conditions stated herein, immediately contact BNA to discontinue access (Customer Relations, telephone: 1-800-372-1033, e-mail: customercare@bna.com). Renewal of any Subscription for any Licensed Product following any changes to this License Agreement will constitute acceptance of those changes.

1. License. BNA grants to Customer and each User a non-exclusive, non-transferable, limited right to access and use the Licensed Products in accordance with this License Agreement. Customer is solely responsible for selecting, purchasing, installing and maintaining the hardware, equipment, and other software necessary to use the Licensed Products, and for access and similar charges incurred under third party information provider subscription agreements (e.g., Westlaw®, LexisNexis™).

2. Customer. A. The term "Customer" shall include all Users authorized to have access to the Licensed Products. The terms and conditions of this Agreement shall apply to each such User.

b. The term "Users" shall include full-time and part time, current, or visiting members of the faculty, library staff and currently enrolled students, who are permitted to access the Customer's secure computer network system ("Network"), regardless of physical location of such person(s). Authorized Users shall also include other persons, e.g., walk-ins, who are permitted to use the Customer's library and access the Network from computer terminals located on the library premises. If Customer is unable to limit access to Users (e.g., if its Network is integrated with the university's network), it will take any steps necessary to minimize the risk of unauthorized access.

c. Customer shall notify all Users of the terms of this License Agreement through either a "Click-Through" license that appears online each time the Licensed Products are accessed, or other means that will notify Users that use is subject to the terms of this Agreement.

d. If applicable, the number of Users and/or locations must not exceed the maximum number of users and/locations specified on the Order Form.

3. Payment. At the beginning of the Subscription Term, BNA will send an invoice to Customer to one designated billing address. If Customer upgrades a Subscription (e.g.,

increases the number of maximum authorized Users), BNA will invoice Customer for additional Subscription Fees at the prices in effect at the time of the change, on a pro rated basis over the remainder of the current Subscription Term.

a. Within sixty (60) days after agreeing to a new Subscription, Customer must notify BNA of any existing BNA subscription that needs to be cancelled as a result of the new Subscription. If Customer gives timely notice, BNA will apply any payments made by Customer on the unfulfilled portion of the existing Subscription to amounts owed for the new Subscription.

b. All Subscription Fees listed on the Order Form are exclusive of any taxes and charges for replication, telecommunication, software, hardware, and other equipment. BNA is required by law to collect all state and local sales, use, and similar taxes that apply to a Customer's purchase. Unless the Customer provides BNA with a valid, complete, and signed tax exemption certificate applicable to the Licensed Product's ship-to locations, Customer is responsible for paying sales and all other taxes associated with the order. If applicable, a separate charge for these taxes will be shown on the invoice. Customer agrees to promptly pay such invoice.

c. All payments are due to BNA within thirty (30) days after the invoice date. After thirty (30) days, BNA will assess interest on all amounts reflected in the invoice at a rate of 1% per month. BNA may also immediately terminate access to the Licensed Products by Customer and Users without further notice if BNA does not receive payment within sixty (60) days after the invoice date.

4. Renewals. BNA reserves the right to revise its prices for renewal Subscriptions at any time and without notice. Customer's payment of any renewal invoice will constitute acceptance of the renewal price and the renewed Subscription, which will continue to be otherwise governed by this License Agreement (including any applicable Order Form). The conditions of payment described in section 3 shall apply to all payments of renewal invoices.

5. Copyright. The Licensed Products contain proprietary Content and/or Software of BNA that is protected by copyright and other laws respecting proprietary rights. The Licensed Products also may contain similarly protected licensed proprietary material of third party licensors. BNA and its licensors retain all rights in the Licensed Products, including (without limitation) all copyright and other proprietary rights worldwide in all media. Customer and Users may not use the Licensed Products except as expressly permitted under this Agreement, the Copyright Guidelines (www.bna.com/corp/copyright.htm), and under U.S. copyright laws. Customer is responsible for making Users aware of the Copyright Guidelines. BNA reserves the right to revise the BNA Copyright Guidelines at any time.

6. Use of the Licensed Products.

a. Authorized end users may access the Licensed Products for their individual or personal use as permitted by the Copyright Guidelines (www.bna.com/corp/copyright.htm). Customer may not use the Licensed Products for commercial purposes, including, but not limited to, the sale of the Licensed Products or bulk reproduction or distribution of the Licensed Products in any form. Unless otherwise authorized in writing by BNA or appropriate licensor, any routine or systematic distribution of any portion of the Licensed Products is strictly

prohibited. The rights granted here are an expansion of the rights granted under the Copyright Act and do not include any rights to reproduce in its entirety any portion of the Licensed Products or materials contained therein. No part of the Licensed Products may be duplicated in any medium or format beyond the express terms of this Agreement without prior written authorization from BNA, (e-mail: permissions@bna.com). Any use not authorized by the Agreement is prohibited and is not a fair use under the U.S. copyright law.

b. Unless otherwise authorized in writing by BNA, Customer may not and may not permit others to: reproduce, create derivative works from, perform, publish, transmit, distribute, sell (or participate in any sale), or otherwise access, use, or exploit any material retrieved from or contained in the Licensed Products in any manner whatsoever that may infringe any copyright or proprietary interest of BNA or any Licensors; store any content from the Licensed Products in any information storage and retrieval system; distribute the information contained in the Licensed Products to any Person who is not duly authorized to use or receive the Licensed Products; distribute, rent, sublicense, lease, transfer or assign the Licensed Products or this License Agreement; decompile, disassemble, or otherwise reverse-engineer the Licensed Products, or alter, translate, modify, or adapt the Licensed Products to create derivative works; make use of "framing" or other means of redirecting content; copy and redistribute (internally or externally) any tables of contents, highlights, indexes, or other finding aids included in the Licensed Products.

c. Customer is expressly prohibited from placing or installing any portion of the Licensed Products on any electronic media, including, but not limited to, local or wide area networks, timesharing services, multiple processing units, multiple site arrangements, service or software rental bureaus, list servers, online services, electronic bulletin boards or forums, Web sites, or any other server that is Internet-enabled, without written authorization by BNA.

d. Customer and each User acknowledge that the Licensed Products (and the licensed materials contained therein) are highly proprietary in nature and that unauthorized copying, transfer or use may cause BNA or its licensors irreparable injury that cannot be adequately compensated for by means of monetary damages. Customer and each User agree that BNA may enforce any breach of this License Agreement by Customer or any User by means of equitable relief (including, but not limited to, injunctive relief) in addition to any other available rights and remedies. Unauthorized reproduction, transfer, and/or use may be a violation of criminal as well as civil law.

e. Notwithstanding the foregoing, the Licensed Products may be used for purposes of research, education or other non-commercial use as follows:

Display. Customer and Users shall have the right to electronically display the Licensed Products.

Digitally Copy. Customer and Users may download and digitally copy the Licensed Products as permitted under section 6.b. of this Agreement.

Print Copy. Customer and Users may print the Licensed Products as permitted under section 6.b. of this Agreement.

Recover Copying Costs. Customer may charge a reasonable fee to cover costs of copying or printing portions of Licensed Products for Users.

Archival/Backup Copy. Customer may create one (1) print copy of the entire set of Licensed Products for the sole purpose of maintaining an archival copy of the Licensed Products.

Course Packs. Customer and Authorized Users may use a reasonable portion of the Licensed Products in the preparation of Course Packs.

Electronic Reserve. Customer and Users may use a reasonable portion of the Licensed Products for use in connection with specific courses of instruction offered by Customer.

Electronic Links. Customer may provide electronic links to the Licensed Products from Customer's web page(s), and is encouraged to do so in ways that will increase the usefulness of the Licensed Products to Users.

Caching. Customer and Users may make such local digital copies of the Licensed Products as are necessary to ensure efficient use by Authorized Users by appropriate browser or other software.

Scholarly Sharing. On an occasional basis, Users may transmit to a third party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Products for personal use or scholarly, educational, or scientific research or professional use but in no case for resale, broad distribution, or on a routine or systematic basis. In addition, Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Products in the User's own scientific, scholarly and educational works.

Interlibrary Loan. Customer may fulfill requests from other institutions, a practice commonly called Interlibrary Loan. Customer agrees to fulfill such requests in compliance with Section 108 of the United States Copyright Law (17 USC § 108, "Limitations on exclusive rights: Reproduction by libraries and archives") and clause 3 of the Guidelines for the Proviso of Subsection 108(g)(2) prepared by the National Commission on New Technological Uses of Copyright Works. Customer agrees to provide the copy in print form and not electronically.

7. Disclaimer of Professional Advice. The information provided through the Licensed Products is not a substitute for legal and other professional advice. Customer and/or each User should always consult his or her own legal or other professional advisors for legal or other professional advice.

8. Limitation of Liability.

a. WHILE BNA AND ITS LICENSORS ATTEMPT TO INCLUDE ACCURATE AND COMPLETE CONTENT IN THE LICENSED PRODUCTS AND ERROR-FREE SOFTWARE, OCCASIONAL ERRORS OR OMISSIONS MAY OCCUR IN THE LICENSED PRODUCTS. BNA WILL MAKE REASONABLE EFFORTS TO CORRECT THESE ERRORS OR OMISSIONS OR CAUSE THE APPROPRIATE LICENSOR TO CORRECT THESE ERRORS OR OMISSIONS. NEVERTHELESS, NEITHER BNA NOR SUCH OTHER PARTIES CAN MAKE ANY REPRESENTATION REGARDING THE ACCURACY OR COMPLETENESS OF THE CONTENT PROVIDED OR THE ERROR-FREE NATURE OF THE SOFTWARE

PROVIDED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS LICENSE AGREEMENT, THE LICENSED PRODUCTS ARE PROVIDED TO THE CUSTOMER AND USERS "AS IS." BNA, ITS LICENSORS, AND SUPPLIERS OF CONTENT AND SOFTWARE FOR THE LICENSED PRODUCTS MAKE NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED. BNA, ITS LICENSORS, AND SUPPLIERS OF CONTENT AND SOFTWARE FOR THE LICENSED PRODUCTS DO NOT WARRANT THE ACCURACY, COMPLETENESS, PERFORMANCE, CURRENCY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LICENSED PRODUCTS OR THE INFORMATION THEY CONTAIN OR THE METHOD OF DELIVERING THAT INFORMATION TO USERS.

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b. IN NO EVENT SHALL BNA OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO ANY USER, ANY CUSTOMER, OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL IN ANY WAY ARISING FROM OR RELATING TO THIS LICENSE AGREEMENT OR RESULTING FROM THE USE OF OR INABILITY TO USE ANY LICENSED PRODUCT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATIONS UNDER THIS LICENSE AGREEMENT, INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF SUCH USER, CUSTOMER, OR OTHER PERSON HAS BEEN NOTIFIED OF THE POSSIBILITY OF LIKELIHOOD OF SUCH DAMAGES OCCURRING. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ALL CUSTOMERS OR THEIR RESPECTIVE USERS.

c. IN NO EVENT MAY CUSTOMER OR ANY USER BRING ANY CLAIM OR CAUSE OF ACTION AGAINST BNA MORE THAN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES.

d. IF THE FOREGOING LIMITATIONS ARE HELD TO BE UNENFORCEABLE, BNA'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT TO CUSTOMER, ANY USER, OR ANY OTHER PERSON

SHALL IN ANY EVENT NOT EXCEED THE AMOUNT OF SUBSCRIPTION FEES PAID BY CUSTOMER FOR ANY LICENSED PRODUCT PURSUANT TO ANY APPLICABLE ORDER FORM.

e. To the extent allowed by applicable state law, Customer agrees to indemnify, defend, and hold BNA and its licensors and suppliers harmless from and against any and all third party claims and losses arising out of or in any way related to any use of the Licensed Products, or of any content, data or documentation received through the Licensed Products by Customer or any of its Users, regardless of the form of action.

9. Subscription Term and Termination.

a. Except as otherwise provided, the subscription to each Licensed Product is non-cancelable and shall continue during the applicable Subscription Term; provided however, that this License Agreement or a subscription may be terminated for any of the following reasons: (a) By either BNA or the Customer, effective at the end of the Subscription Term, if the terminating party delivers to the other party written notice of its intent to terminate the applicable Order Form no less than 30 days before the last day of the Subscription Term; (b) immediately by BNA if BNA does not receive payment of any Subscription Fees within 60 days after the invoice date; (c) by either BNA or the Customer, upon written notice to the other party, if the other party materially breaches any provision of this License Agreement and the other party fails to remedy that breach within 30 days after such party gives written notice to the defaulting party of such breach; (d) immediately by BNA if BNA reasonably believes that the Customer or any User has engaged in activity that violates applicable law or any provision of this License Agreement; or (e) by either party if the other party has any proceedings instituted by or against it seeking relief, reorganization or arrangement under any laws relating to insolvency, or any assignment for the benefit of creditors, or the appointment of a receiver, liquidator or trustee of any of its property or assets, or the liquidation, dissolution or winding up of its business.

b. All obligations under this License Agreement when terminated shall survive termination with respect to any events occurred, or any money that was accrued and owing, prior to the effective date of any termination under this License Agreement.

10. Discontinuation of Publication. Occasionally BNA may discontinue a publication, or add/delete specific publications from a package of combined publications. Customers who have individual subscriptions to the discontinued publication (i.e., do not subscribe to a package of publications) will be offered a comparable publication, if available. If no comparable publication is available, or if Customer chooses not to accept the offer of a comparable publication, BNA will provide, at its option, either a pro rata credit against subsequent Subscription Fees, or a pro rata refund of the unused portion of the Subscription Fees paid for such discontinued publication. BNA also may occasionally change, suspend, or discontinue an aspect of the Licensed Products at any time, including the availability of any feature, database, or content. In such case, BNA will use reasonable efforts to notify Customer of such changes.

11. CD-ROM disks. To prevent inadvertent reliance on outdated information, each BNA CD-ROM is rendered inoperable after a certain period which may vary depending on the particular Licensed Product. Customer will receive

appropriate updates according to the Licensed Product's publication schedule through the Subscription Term.

12. Notices. Notice under this Agreement shall be made in writing; sent via certified mail, return receipt requested, U.S. Express Mail or private express or mailgram service, or by telefacsimile, or by email (with receipt specifically confirmed via telephone); effective upon receipt at the address stated below; and addressed as follows, unless the sending party is notified in writing of a change of address, in which event notice shall be sent to the new address: If to BNA, to 1801 S. Bell Street, Arlington, VA 22202, Attn: General Counsel. If to Customer, to the address included on the applicable Order Form.

13. Miscellaneous Provisions.

a. Force Majeure. BNA shall not be liable for failure to perform any part of this License Agreement where such failure is due to fire, flood, power outages, strikes, labor troubles or other industrial disturbances, inevitable accidents, war (declared or undeclared), acts of terror, commercially unreasonable hostile acts by a Third Party with respect to the Licensed Products (including a denial of service attack), embargoes, blockages, legal restrictions, governmental regulations or orders, riots, insurrections, or any cause beyond the control of such party. However, BNA shall use diligent efforts to resume performance. This License Agreement shall not be regarded as terminated or frustrated as a result of such failure of performance that does not exceed six (6) months, and the parties shall proceed under this License Agreement when the causes of such non-performance have ceased or have been eliminated.

b. No Waiver. Should BNA or any Customer fail to exercise or enforce any provision of this License Agreement or to waive any rights in respect thereto, such waiver or failure shall not be construed as constituting a continuing waiver or waiver of any other right.

c. Choice of Law. This License Agreement shall for all purposes be governed and construed in accordance with the law of the state of Tennessee without regard to its choice-of-law rules.

d. Entire Agreement. Unless otherwise specified in any applicable Order Form, this License Agreement, as it may be amended from time to time, constitutes the entire agreement between each Customer and BNA, and supersedes all prior or contemporaneous writings, discussions, agreements, and understandings of any kind, with respect to the subject matter of this License Agreement.

e. Severability. If any provision of this License Agreement shall be held to be unenforceable, the parties shall renegotiate those provisions in good faith to be valid, enforceable substitute provisions, which provisions shall reflect as closely as possible the intent of the original provisions of this License Agreement. If the parties fail to negotiate a substitute provision, this License Agreement will continue in full force and effect without that provision and will be interpreted to reflect the original intent of the parties.

f. Third Party Beneficiaries. All beneficial rights (other than the right to collect fees) granted to or reserved in this License Agreement by BNA, including limitations of liability, warranty disclaimers, confidentiality, ownership, limitation of damages, and indemnification for third party claims, shall accrue to and are for the benefit of Licensors to the same extent as BNA. Except as expressly stated therein, nothing

contained in this License Agreement is intended to create third party beneficiaries thereof or thereunder.

g. Each Party Acting Independently. BNA and each Customer agree that, for purposes of any applicable Order Form, each is acting independently of the other, that they are not joint venturers, and that neither is an agent, partner or joint venturer of the other.

h. Amendment and Assignment. Neither this License Agreement nor any Order Form shall be changed, modified or amended except by a writing signed by a duly authorized officer of BNA and the Customer. No Customer may assign this License Agreement or any rights or obligations created under this License Agreement without the prior written consent of BNA.

i. Headings and Cross-References. The headings in this License Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. All references to Sections or headings shall be deemed references to such parts of this License Agreement, unless the context shall otherwise require.

Last Revised September 2009

13c.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the subscription start date.

THE BUREAU OF NATIONAL AFFAIRS, INC.

By: _____

Name: Ramona Bourgeois

Title: Manager, Contracts Administration

Date: September 21, 2009

LINCOLN MEMORIAL UNIVERSITY,
DUNCAN SCHOOL OF LAW

By: 

Name: Dr. B. James Dawson

Title: Chancellor/COO

Date: 10-30-09

SUBSCRIPTION AND HOSTING SERVICES AGREEMENT

This License Agreement is made as of April 14, 2009, by and between The Gale Group, Inc. ("Gale"), a Delaware corporation, with its principal office at 27500 Drake Rd., Farmington Hills, MI., USA 48331-3535 and the following Licensee:

Name of Licensee: Lincoln Memorial University
Duncan School of Law (601 West Summit Hill Dr., Knoxville, TN 37902)
Jurisdiction of Formation: Tennessee
Address: 6965 Cumberland Gap Pkwy. Harrogate, TN 37752

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2.0 Warranties.

- A. Gale warrants to the Licensee and its Authorized Users, that the Licensed Content used in accordance with this Agreement does not infringe the copyright or any other proprietary or intellectual property rights of any person. Gale further warrants that it owns and has the right to make available the Licensed Content to the Licensee.
- B. Gale shall use commercially reasonable efforts to provide continuous availability of the online Licensed Content, subject to periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of data and downtime related to equipment, the failure of communications networks, or services outside of control of Gale. Gale shall use reasonable efforts to provide an average of 98% up time per month. Scheduled downtime will be performed at a time to minimize inconvenience to Licensees worldwide.
- C. Although Gale believes the Licensed Content to be reliable, Gale does not guarantee or warrant any information or materials contained in or produced by the Licensed Content or the accuracy, completeness or reliability of the Licensed Content. Any data or information contained in or provided in connection with the Licensed Content may be incomplete or condensed. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, GALE PROVIDES THE LICENSED CONTENT ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND AND GALE DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GALE BE LIABLE FOR: INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING FOR LOST PROFITS, LOST DATA, OR OTHERWISE.
- D. IN NO EVENT SHALL GALE OR ANY THIRD PARTY DATA SUPPLIER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED CONTENT OR FOR THE LOSS OR DAMAGE OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE USE, OR INABILITY TO USE THE LICENSED CONTENT, INCLUDING WITHOUT LIMITATION LOSSES ARISING FROM ANY ERRORS, OMISSIONS OR OTHER INACCURACIES IN OR CORRUPTION CAUSED WHETHER BY TRANSMISSION PROCESSING OR OTHERWISE TO THE MATERIAL PUBLISHED IN THE LICENSED CONTENT OR OTHERWISE MADE ACCESSIBLE THROUGH THE LICENSED CONTENT. IN NO EVENT SHALL GALE'S OR THIRD PARTY DATA SUPPLIER'S LIABILITY UNDER THIS AGREEMENT WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE EXCEED THE ANNUAL FEE RECEIVED BY GALE FROM LICENSEE.

3.0 Termination.

3.1 Gale may at any time (without prejudice to its other rights or remedies) terminate this Agreement and any order form hereunder or in connection herewith (an "Order Form") with written notice to the Licensee in the following circumstances:

- a. With respect to the delivery of any part of the Licensed Content from any third party (a "Source"), upon request of such Source or immediately upon termination of Gale's agreement with such Source.
- b. If Licensee commits a material or persistent breach of any term of this Agreement or the terms and condition of any Order Form and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by Gale.
- c. If the Licensee willingly defaults in making payment of the fee as specified in Section 4 of this Agreement and fails to remedy such default after receiving thirty (30) days of notification in writing by Gale

3.2 On termination, all rights and obligations of the parties automatically terminate:

- a. Licensee shall immediately cease to distribute or make available the Licensed Content to Authorized Users, and shall destroy all Licensed Content locally mounted pursuant to Section 1.2
- b. On termination of this Agreement by the Licensee for cause, Gale shall forthwith credit the proportion of the fee that represents the paid but unexpired part of the access period.
- c. In the case of Licensed Content for which a fee is paid for continual or perpetual access to the materials, on termination of this Agreement, (otherwise than as a result of notice being given by Gale for breach of contract) Gale shall provide reasonable assistance to the Licensee as needed to enable the Licensee and any third part vendor engaged by the Licensee to host, and provide to Licensee and its Authorized Users uninterrupted on-line Internet web-based access to the Licensed Content
- d. Use of the CD-ROMs and FTP electronic feeds after subscription expiration is subject to the license granted under this Agreement. In the case of CD-ROM or FTP electronic feeds for which a license fee is paid for continual or perpetual access to the materials, Licensee may retain the CD-ROM or FTP electronic feed unless the license is terminated due to breach of this Agreement. In the event of breach of any term of this Agreement, Gale may, in addition to its other legal rights and remedies, terminate the license granted and upon written notice of such termination Licensee shall certify the destruction of all copies of the Licensed Content including the CD-ROMs or FTP electronic feeds as well as any downloaded copies of the licensed materials.

4.0 General

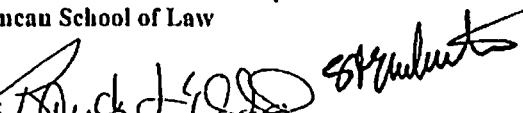
- A. Fees/Payment. In consideration for the services to be provided, Licensee shall pay Gale according to the attached schedule.
- B. Assignment. Gale shall be permitted to assign this Agreement to an affiliate, a successor in interest or in connection with a change of control or transfer of assets to which this Agreement relates, without the consent of the Licensee. Licensee may not assign this Agreement, or any of its rights or obligations hereunder without Gale's prior written consent. All provisions of this Agreement shall be binding upon and inure to the benefit of each party's successors in interest and permitted assigns.
- C. Force Majeure Neither party shall be liable for any delay or failure in performing its obligations hereunder if caused by a factor beyond such party's reasonable control, including, without limitation, acts of God, acts of terrorism, acts of government, fire or other casualty, provided the affected party makes every effort to promptly resume performance. In the event that the affected party cannot resume performance within thirty (30) days, then the other party may, without penalty or liability, terminate this Agreement upon written notice.
- D. Notice. Any and all notices and other communications to either party hereunder shall be in writing and deemed delivered (i) upon receipt if by hand, or overnight courier; (ii) three (3) days after mailing by first class, certified mail, postage prepaid, return receipt requested, to the addresses set forth on the attached schedule or to such other address for a party as shall be specified by like notice and (iii) and upon receipt if delivered via fax or email provided that any notices for breach of this Agreement or for termination of this Agreement must be by notice as specified in clauses (i) or (ii) of this Section 4.
- E. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.
- F. Waiver. The failure by either party to insist upon strict enforcement of any terms and conditions of this Agreement shall not be construed as a waiver of such right or of any other right hereunder.
- G. Relationship of the Parties. The relationship of the parties hereto shall be that of independent contractors. Nothing herein shall be construed to create any partnership, joint venture, or similar relationship or to subject the parties to any implied duties or obligations respecting the conduct of their affairs, which are not expressly

stated herein. Neither party shall have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of or in the name of the other party, or to bind the other party in any matter or thing whatsoever.

- H. Choice of Law/Venue. The Agreement and Order Form(s) shall be construed according to the laws of the State of Michigan, without application of its conflict of laws provisions. Licensee consents to the non-exclusive jurisdiction of courts situated in Michigan in any action arising under this Agreement
- I. Affirmative Action, Non-Discrimination in Hiring and Employment. Gale shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex religion, disability, handicap, sexual orientation or for exercising any rights afforded by law.
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- K. Copyrighted Works. Except for the specific rights granted herein, all right, title and interest, including copyrights to the Licensed Content, are owned exclusively by Gale and its licensors. All rights in respect thereof are reserved to Gale and such licensors. Through this Agreement Licensee obtains certain limited rights to the Licensed Content, but Licensee does not obtain or own any rights in the copyrights or any other intellectual property rights that may be associated with such Licensed Content. All such copyrights and intellectual property rights remain the property of Gale and its licensors.
- L. Survival. The provisions of Sections 2 and 4 (l) shall survive the termination or expiration of this Agreement for any reason.
- M. Entire Agreement. This Agreement and any order form, schedules, addenda and amendments hereto, constitute the entire understanding between the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understanding, whether written or oral, regarding such subject matter. There are no other understandings, agreements, representations or warranties relied upon by either party with respect to the subject matter herein, which are not included herein. This Agreement may be modified only in writing signed by both parties

ACCEPTED:

Lincoln Memorial University
Duncan School of Law

By: 
Randy L. Eldridge

Name: _____

Title: Vice President Finance/Operations

Date: 4/4/09

**SCHEDULE 1
LICENSED CONTENT, FEES, SUBSCRIPTION PERIOD**

Work Order #:

Bill to Contact: Accounts Payable

Bill to Address: 6965 Cumberland Gap Pkwy., Box 2003 Harrogate, TN 37752-2003

Product	# of Sites	# of Users/Site	Extended Price
Making of Modern Law: Legal Treatises Hosting Fee	1	U	\$2,000
Supreme Court Records & Briefs Hosting Fee	1	U	\$2,000
Making of Modern Law: Trials Hosting Fee	1	U	\$500
18 th Century Collections Online Hosting Fee	1	U	\$750
18 th Century Collections Online II Hosting Fee	1	U	\$0
Declassified Document Reference System Hosting Fee	1	U	\$640
The Making of the Modern World Hosting Fee	1	U	\$375

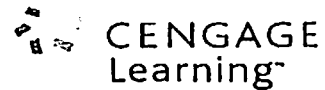
Term. This Agreement shall commence for the Initial Term (the "Initial Term") and shall extend through the term stated above and remain in effect unless earlier terminated or extended as provided for herein. This Agreement may be renewed at the end of the Initial Term unless the Licensee provides Gale with notice of termination at least thirty (30) days prior to the end of the term. Any notice of termination will be effective upon Gale's receipt thereof.

Payment. All fees shall include applicable sales, use, excise, or similar taxes. The fee is due within thirty (30) days after invoice date.

Payment Plan	Hosting Period	Hosting Fees
Year 1	4/30/2009 – 4/29/2010	\$6,265.00
Year 2	4/30/2010 – 4/29/2011	\$6,578.00
Year 3	4/30/2011 – 4/29/2012	\$6,907.00
Year 4	4/30/2012 – 4/29/2013	\$7,114.00

PLEASE FAX TO: GALE
 Attn: Michael Dalldn
 27500 Drake Road
 Farmington Hills, MI 48331-3535
 FAX: (248) 699-8943

Gale
 27500 Drake Road
 Farmington Hills, MI 48331-3535
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CUSTOMER ORDER FORM

P.O. #
 Date: 4/14/2009
 Terms: 4 yr payment plan
 Ship Via: UPS
 F.O.B Shipping Point

Ship To:
 Lincoln Memorial University
 Duncan School of Law - Law Library
 601 W Summit Hill Dr
 Knoxville, TN 37902
 Gordon Russell
gordon.russell@lmunet.edu

Bill To:
 6965 Cumberland Gap Pkwy
 Box 2003
 Harrogate, TN 37752

Qty.	Product #	Description	Price	Total
1	198861	Making of Modern Law: Legal Treatises Digital Archive	\$ 115,517	\$ 115,517
1	198868	Making of Modern Law: Legal Treatises MARC Records	\$ 11,000	\$ 11,000
1	225177	Supreme Court Records & Briefs Digital Archive	\$ 66,600	\$ 66,600
1	234123	Making of Modern Law: Trials Digital Archive	\$ 28,800	\$ 28,800
1	n/a	Making of Modern Law: Trials MARC Records (releasing Sept 2009)	\$ 5,500	\$ 5,500
1	190607	18th Century Collections Online Digital Archive (all modules)	\$ 37,989	\$ 37,989
1	194640	18th Century Collections Online MARC Records	\$ 4,000	\$ 4,000
1	n/a	18th Century Collections II Online Digital Archive (all modules)	\$ 9,497	\$ 9,497
1	n/a	18th Century Collections II Online MARC Records (releasing June 2009)	\$ 2,000	\$ 2,000
1	196015	Declassified Documents Reference System Digital Archi	\$ 6,471	\$ 6,471
1	199277	The Making of the Modern World Digital Archive	\$ 17,671	\$ 17,671
1	199277	The Making of the Modern World MARC Records	\$ 2,500	\$ 2,500
			Amount Due	\$ 307,545

Offer expires April 30, 2009
 Customer shall pay any applicable sales, use, excise, or similar taxes

This Order Form is subject to Gale's terms and conditions of contract for sale on the reverse side hereof. Customer has read and agrees to the Terms and Conditions (current version of Gale's Subscription and Hosting Services Agreement (the "Subscription and Hosting Services Agreement") which is hereby incorporated by reference and made part) of this Order Form. In the event there is a conflict between the Terms and Conditions hereof and the terms and conditions of the Subscription and Hosting Services Agreement entered into by Customer, the terms and conditions of this Order Form shall control. Customer, by his/her signature below acknowledges his/her understanding and acceptance of the Terms and Conditions hereof.

Authorized Signature

Randy D. Elrod

Date

4/21/09

Lincoln Memorial School of Law

Gordon Russell
 843 329-1000 Ext. 2144
 grussell@charlestonlaw.org

BUNDLE 1
 Issued: 12-Mar-09
 Expires: 15-Jun-09

Product	Holdings / Titles	Collection Price	Customer Loyalty Discount	CONTRACT BY 31 MAR 2009	Pre-Pub Discount on EGGO II	Bundle Discount	Collection Total	MARC Records	Hosting Fee	TOTAL
The Making of Modern Law: Legal Treatises, 1800-1926	21,811	\$ 156,000	\$ (23,400)	\$ (5,100)			\$ 127,500	15,000	\$ 2,000	\$ 144,500
U.S. Supreme Court Records & Briefs, 1832-1978	n/a	\$ 99,000	\$ (14,850)	\$ (10,150)			\$ 74,000		\$ 2,000	\$ 76,000
The Making of Modern Law: Trials, 1600-1926	10,080	\$ 40,000	\$ (6,000)	\$ (2,000)			\$ 32,000	6,500	\$ 500	\$ 39,000
Eighteenth Century Collection Online: Parts I & II	181,000	\$ 63,750	\$ (6,375)	\$ (3,188)	\$ (1,425)		\$ 52,763	6,000	\$ 750	\$ 59,513
Declassified Documents Reference System	n/a	\$ 9,000	\$ (900)	\$ (450)			\$ 7,650		\$ 640	\$ 8,290
Making of the Modern World, 1450-1850	59,572	\$ 23,100	\$ (2,310)	\$ (1,155)			\$ 19,635	3,000	\$ 375	\$ 23,010
TOTAL	272,463	\$ 390,850	\$ (53,835)	\$ (22,043)	\$ (1,425)		\$ 313,548	\$ 30,500	\$ 6,265	\$ 350,313

BUNDLE 1
 \$ (31,002)
 \$ 282,545
 \$ 25,000
 \$ 6,265
 \$ 313,810

BUNDLE PAYMENT OPTIONS

PAY COLLECTION OVER (1) YEAR	2008	2009	2010	2011	2012
Archive Acquisition - COLLECTION	\$ 282,545				
MARC Records	\$ 25,000				
Hosting Fee	\$ 6,265	\$ 6,578	\$ 6,907	\$ 7,114	\$ 7,328
Annual Costs - UNLIMITED Access	\$ 313,810	\$ 6,578	\$ 6,907	\$ 7,114	\$ 7,328

PAY COLLECTION OVER (2) YEARS	2008	2009	2010	2011	2012
Archive Acquisition - COLLECTION	\$ 141,273	\$ 141,273			
MARC Records	\$ 12,500	\$ 12,500			
Hosting Fee	\$ 6,265	\$ 6,578	\$ 6,907	\$ 7,114	\$ 7,328
Annual Costs - UNLIMITED Access	\$ 160,038	\$ 160,351	\$ 6,907	\$ 7,114	\$ 7,328

PAY COLLECTION OVER (3) YEARS	2008	2009	2010	2011	2012
Archive Acquisition - COLLECTION	\$ 94,182	\$ 94,182	\$ 94,182		
MARC Records	\$ 8,333	\$ 8,333	\$ 8,333		
Annual Hosting Fee	\$ 6,265	\$ 6,578	\$ 6,907	\$ 7,114	\$ 7,328
Annual Costs - UNLIMITED Access	\$ 108,780	\$ 109,093	\$ 109,422	\$ 7,114	\$ 7,328

PAY COLLECTION OVER (4) YEARS	2008	2009	2010	2011	2012
Archive Acquisition - COLLECTION	\$ 70,636	\$ 70,636	\$ 70,636	\$ 70,636	
MARC Records	\$ 6,250	\$ 6,250	\$ 6,250	\$ 6,250	
Annual Hosting Fee	\$ 6,265	\$ 6,578	\$ 6,907	\$ 7,114	\$ 7,328
Annual Costs - UNLIMITED Access	\$ 83,151	\$ 83,465	\$ 83,793	\$ 84,001	\$ 7,328



The H.W. Wilson Company

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 E-mail custserv@hwwilson.com • Homepage: www.hwwilson.com

New York • Dublin

**WilsonWeb Pricing for Lincoln Memorial University
 Duncan School of Law**

May 8, 2009

One Time Purchase:

Database	Law School Only	Campus-wide
Index to Legal Periodical Retrospective	\$11,378	\$14,910
Annual Access Fee after Year 1	\$669	\$746

The one-time purchase price can be paid in two equal payments over two years.
 Price per year:

Database	Law School Only	Campus-wide
Index to Legal Periodical Retrospective	\$5,689	\$7,455
Annual Access Fee after Year 1	\$669	\$746

Annual Subscription:

Database	Law School Only	Campus-wide
Index to Legal Periodical & Books with Full Text	\$3,354	\$5,032
with purchase of ILP Retrospective	\$2,959	\$4,440

- Off-campus access is available at no additional cost.
- Prices are valid through August 31, 2009.

Index to Legal Periodicals Retrospective is a bibliographic database that cumulates citations from print editions of Index to Legal Periodicals published between 1908 and 1981. Periodical coverage includes law reviews, bar association journals, university publications, yearbooks, institutes, and government publications. Index to Legal Periodicals Retrospective covers all areas of jurisprudence, including court decisions, legislation, and original scholarship.

Index to Legal Periodicals Full Text (1982 to present) is a bibliographic database that cites articles from over 900 legal periodicals and indexes law books. Full text coverage for 330 periodicals is also included. Periodical coverage includes law reviews, bar association journals, university publications, yearbooks, institutes, and government publications. Index to Legal Periodicals & Books covers all areas of jurisprudence, including recent court decisions, new legislation, and original scholarship.



New York • Dublin

The H.W. Wilson Company

950 University Avenue • Bronx, NY 10452

Telephone 718-588-8400 • 800-367-6770 • Fax 718-590-1617 • www.hwwilson.com

H.W. Wilson General Database License Agreement

1.0 The Parties. This Agreement is between the Subscriber and H.W. Wilson Company ("Wilson"). Wilson agrees to provide Authorized Users with a non-exclusive, nontransferable license to have access to and use of the Wilson Products indicated in the Invoice. The Subscriber agrees to pay fees to Wilson according to the terms of this Agreement and to use all Wilson Products only in the manner set forth herein.

If the Subscriber is a library that is part of or affiliated with an institution of higher learning (example - a college or technical school), "Authorized Users" means: (i) on-site: staff, employees and duly enrolled students and walk-in users of the library; (ii) remote access: limited to staff, employees and duly enrolled students for personal, non-commercial use. Special user classes such as alumni require prior approval from H.W. Wilson and are not considered Authorized Users until permission is granted from Wilson. (For approval information, email Wilson's Director of Vendor Relations Janvaska@hwwilson.com.)

If the Subscriber is a library that is part of or affiliated with a school serving students grades kindergarten through grade 12, or its equivalent, "Authorized Users" means school staff, employees and duly enrolled students. Remote access is included for these Authorized Users for personal, non-commercial use.

If the Subscriber is a public library, "Authorized Users" means: (i) on-site: library staff, library patrons, including walk-in patrons that are not registered borrowers of the library as well as registered borrowers; (ii) remote access is for staff and registered borrowers for personal, non-commercial use.

If the Subscriber is a special library, "Authorized Users" means patrons, on-site staff and employees of the Subscriber.

2.0 Wilson's Duties

2.1 Wilson's Services. Subject to the terms and conditions set forth herein and in the Invoice, Wilson shall make the WilsonWeb Subscription Site available for searches of the Subject Database by Authorized Users as such searches are described in Section 3.2.

2.2 Privacy of Subscriber Information. The Subscriber's and each Authorized User's information and use of the WilsonWeb Subscription Site as well as any other website operated by Wilson shall be subject to Wilson's Privacy Policy www.hwwilson.com/about/hw/privacy.html, as it may be changed, updated or amended by Wilson from time to time, which policy is hereby incorporated as a part of this Agreement.

2.3 Unauthorized Access. In the event that Subscriber determines that another party has gained unauthorized access to the WilsonWeb Subscription Site or any other Wilson Product, Subscriber shall immediately inform Wilson of the same. Thereafter, Wilson shall take action as may be needed to maintain the restricted access to the Wilson Products contemplated hereby.

2.4 Availability of Access. If the Subscriber has a license to the WilsonWeb Subscription Site, Wilson shall use reasonable efforts to notify Subscriber by posting or e-mailing any scheduled maintenance or upgrade work which may make the WilsonWeb Subscription Site unavailable for periods of time greater than two (2) hours. Wilson does not warrant that the WilsonWeb Subscription Site will be available to Subscriber on a continual twenty-four hour basis.

3.0 Subscriber's Duties

3.1 Payment. Subscriber agrees to promptly (in no case later than the payment date set forth on the Invoice) pay Wilson the fee during the term of this Agreement as set forth in the Invoice. All payments shall be made in U.S. Dollars.

3.2 The Subscriber may do the following:

- a. Make searches of the Subject Database
- b. Make a limited number of hard copies of any search output that does not contain a significant segment of the Subject Database, of which copies may be used internally or for personal use but may not be sold, rented, licensed, published or otherwise transferred to any third party for value
- c. Make one copy of any search output in electronic form (i.e., diskette, hard disk, or tape) to be used for editing or temporary use only
- d. Use the Subject Database to fulfill interlibrary loan requests
- e. Use the Subject Database to create electronic reserves
- f. Use the Subject Database to create course packs provided that the material is removed at the end of the semester
- g. Use the Subject Database in conjunction with document delivery services

3.3 The Subscriber may not do the following:

- a. Decompile, disassemble or reverse engineer the Software
- b. Sell, distribute, or commercially exploit the Subject Database(s), the Software, or associated material.
- c. Transfer, assign, or sublicense this license
- d. Use the Subject Database(s) in any way unless and until the Subscriber has agreed to this license

3.4 Electronic Uptime Monitoring by Subscriber. Subscriber may not monitor the WilsonWeb Subscription Site or any other online Wilson Product for availability and performance for any purpose whatsoever including, but not limited to, the collection of performance samples over a period of time in a manner that, in Wilson's sole and absolute discretion, puts an unreasonable load on Wilson's online resources or any other resources or adversely impacts other Subscribers or Authorized Users. Any Subscriber seeking to engage in such monitoring must notify Wilson of the same at least ten (10) days prior to engaging in any such activities and obtain Wilson's prior written consent with respect thereto (which consent may be given or withheld at Wilson's sole discretion). Such request must be sent by Subscriber by email to the following address: techmail@hwwilson.com.

3.5 The Order. Subscriber shall provide to Wilson truthful and factually accurate information with respect to all aspects of an order and shall inform Wilson of any inaccuracies or material changes with respect to any such information within two business days of Subscriber's learning of the same.

3.6 Intellectual Property Ownership. Subscriber acknowledges and agrees that the entire content of the Wilson Products are the copyrighted or trademarked intellectual property of Wilson or that Wilson has the right to use the same from the owners thereof. Subscriber shall not make any use whatsoever of any copyrighted or trademarked material from any Wilson Product except in accordance with the terms hereof. Subject to the terms set forth herein, Wilson grants to the Subscriber a non-exclusive, non-transferable license to access the Wilson Product or Wilson Products identified in the order. The Wilson Products and the associated materials (other than portions in the public domain), including the documentation, are the property of Wilson or other third parties and are protected by law, including, but not limited to, US copyright laws and international treaty provisions. Subscriber hereby acknowledges that Wilson is the sole owner of or otherwise has rights to the Wilson Products and the associated materials and that as such Wilson has the right to grant the license hereunder. No title is transferred by this license or by the payment of any fee. Wilson retains title to and/or rights in the entirety of the Wilson Products including, without

limitation, the WilsonWeb Subscription Site, the Subject Databases and any other materials hereunder, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. The Subscriber's rights are limited to itself and its Authorized Users alone and do not extend to subsidiary or parent corporations, or to any other related or affiliated organizations. The Subscriber may permit only Authorized Users to access the Subject Database or utilize the Wilson Products as identified in the Invoice. Any rights not expressly granted under this Agreement are reserved to Wilson. The parties to this license agree that it in no way limits uses by Authorized Users, which are defined by the US Copyright Act, Section 107 (Fair Use).

3.7 Availability of Access. Subscriber recognizes that the traffic of data through the Internet may cause delays during the download of information from the WilsonWeb Subscription Site and shall not hold Wilson liable for delays, which are ordinary in the course of Internet use. Subscriber recognizes that the WilsonWeb Subscription Site may not be available on a continual twenty-four hour basis due to such delays and due to delays caused by Wilson's upgrading, modification, or standard maintenance of the WilsonWeb Subscription Site. Wilson will not be responsible for any delay or failure in performance resulting from any cause beyond its control.

4.0 Term and Termination

- a) The parties agree that the term of this Agreement shall be determined on a product by product basis for the time period set forth in the order, provided, however, that the following shall apply to all Wilson Products:
 - (i) For subscription-based Wilson Products accessed via the WilsonWeb Subscription Site, this Agreement shall continue until the expiration date listed on the invoice and shall thereafter renew for an equivalent period on similar terms and conditions unless the Subscriber provides Wilson a written notice of a change in terms, or non-renewal at least 30 days prior to such renewal date.
 - (ii) In the case of Wilson Products for which a one-time license fee is paid for continual or perpetual access to the materials, the license shall terminate only upon Subscriber breach of this Agreement. This license applies to any perpetual use by installation of the Wilson Products in a local load device and, in Web or online format for the initial year following perpetual license of the Product. Access via Web or online in subsequent years must be maintained by paying the appropriate access fee. If, after the initial year of Web access, Subscriber chooses not to continue that access, or does not pay the access maintenance fee, Wilson will deliver the electronic data to the Subscriber for perpetual local load use upon request.
- b) Wilson reserves the right to terminate this Agreement should Subscriber violate any term of this Agreement, or, at Wilson's sole discretion, for any reason other than a breach of this Agreement, provided that Wilson notifies Subscriber not less than thirty (30) days in advance. A pro-rated refund of paid up fees shall be given to Subscriber in the event of any such termination by Wilson other than a termination for breach of this Agreement in which case Subscriber will not be entitled to any refund whatsoever.

5.0 Terms of Payment. Subject to Section 3.1, Subscriber shall pay the fee set forth on the invoice.

6.0 Other Privacy Matters. If the applicable transaction is processed in whole or in part through a website operated by or for Wilson, the order process may prompt the Subscriber to enter information to facilitate WilsonWeb access and billing. In such case the order process may ask the Subscriber to enter voluntary information, which shall be used solely for the purposes of determining the customer profiles of Wilson's Subscribers. This information may only be used in the manner described in the aforementioned privacy policy.

7.0 Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York without giving effect to the rules or principles of conflict of laws thereof and to the extent permitted by applicable law, all parties consent to the exclusive jurisdiction of courts situated in New York County in the State of New York in any action arising under this Agreement.

8.0 Indemnification. Excluding claims arising out of or relating to the violation by Wilson of any third-party copyright, trade secrets, or trademark, the Subscriber, to the extent permitted by applicable law, agrees to indemnify Wilson and hold it harmless from and against any and all claims of Authorized Users or other third parties arising out of or related to the use of the WilsonWeb site including, without limitation, the Subject Database, regardless of whether such claims were foreseeable by Wilson. The provisions of this Section 8 will survive any termination of this Agreement.

9.0 Disclaimers. Subject to the terms set forth above, the Wilson Products including, without limitation, the WilsonWeb Subscription Site, any other website operated by Wilson or any and all matters relating to the access of the Subscriber and any Authorized User to any such website or any Wilson Product or any of the content therein provided by Wilson are provided "AS IS", WITHOUT WARRANTY OF ANY KIND TO SUBSCRIBER, AUTHORIZED USERS OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR SUBSCRIBER'S PURPOSE OR SYSTEM INTEGRATION; ACCURACY OF INFORMATIONAL CONTENT; NON-INFRINGEMENT; QUIET ENJOYMENT; AND TITLE. SUBSCRIBER AGREES THAT ANY EFFORTS BY WILSON TO MODIFY ITS SERVICES OR ANY WILSON PRODUCT SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS, AND THAT ANY WILSON WARRANTIES SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. SUBSCRIBER FURTHER AGREES THAT WILSON SHALL NOT BE LIABLE TO SUBSCRIBER, AUTHORIZED USERS OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF WILSON WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS GROSSLY NEGLIGENT. IF A SUBJECT DATABASE OR OTHER WILSON PRODUCT INCLUDES ABSTRACTS, SUBSCRIBER AND AUTHORIZED USERS SHOULD CONSULT THE CITED MATERIALS BEFORE REACHING OR SUGGESTING CONCLUSIONS. THE PRESENCE IN OR ABSENCE FROM THE SUBJECT DATABASE OR WILSON PRODUCT OF ANY REFERENCE TO INFORMATION, DATA, EVENTS, RESEARCH, OR DEVELOPMENTS DOES NOT IMPLY THE SPECIFIC EXISTENCE OR THE NON-EXISTENCE THEREOF, NOR DOES CLAIM COMPREHENSIVENESS OR THE ABSENCE OF ERRORS. IN VIEW OF THE ABOVE, ALL LIABILITY IS DISCLAIMED FOR THE ACCURACY, COMPLETENESS OR FUNCTIONING OF THE SUBSCRIPTION WEB SITE AND THE SUBJECT DATABASE OR ANY OTHER WILSON PRODUCT. WILSON ASSUMES NO RESPONSIBILITY FOR THE USE OF THE SUBJECT DATABASE OR ANY OTHER WILSON PRODUCT BY THE SUBSCRIBER OR BY ANY AUTHORIZED USER. IN NO EVENT MAY ANY ACTION BE BROUGHT AGAINST WILSON ARISING OUT OF THIS AGREEMENT OR RELATED TO ANY WILSON PRODUCT MORE THAN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES, DETERMINED WITHOUT REGARD TO WHEN THE SUBSCRIBER SHALL HAVE LEARNED OF THE DEFECT, INJURY, OR LOSS. WILSON SHALL NOT IN ANY EVENT BE LIABLE FOR MORE THAN THE SUBSCRIPTION FEE PAID BY SUBSCRIBER WHETHER SUCH LIABILITY ARISES FROM BREACH OF WARRANTY, BREACH OF THIS CONTRACT OR OTHERWISE, AND WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to Subscriber. In such jurisdictions, Wilson's liability is limited to the greatest extent permitted by law. The provisions of this Section 9 will survive any termination of this Agreement.

10.0 Severability. If a term or condition of this Agreement is invalid or unenforceable, the remaining terms and conditions will remain in full force and effect; provided, however, that if the deletion of any provision hereof frustrates an essential purpose of this Agreement or material rights of a party, the parties

shall seek in good faith alternative provisions or arrangements to achieve the same purposes as the invalid, illegal or unenforceable provision.

11.0 Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. Without limiting the generality of the foregoing, it is expressly agreed that the terms of any Subscriber purchase order will be subject to the terms of this Agreement and that any acceptance of a purchase order by Wilson will be for acknowledgment purposes only and none of the terms set forth in the purchase order will be binding upon Wilson. Any representation, promise, warranty, covenant, or undertaking not expressly set forth in this Agreement shall not be deemed part of this Agreement or otherwise legally effective. This Agreement may be amended or modified only in writing, and shall be effective only after affixation of both parties' signatures.

12.0 Knowing Consent and Authority to Consent. The parties knowingly and expressly consent to the foregoing terms and conditions. Each party is authorized to enter into this Agreement on behalf of its respective party.

13.0. Key Definitions

13.1 Authorized Users

See Section 1.0 The Parties.

13.2 Subject Database

The database or databases owned or licensed by Wilson to which Subscriber has notified Wilson that Subscriber desires access to for its Authorized Users.

13.3 Order Form

The Form on which the Subscriber inputs certain information to facilitate access and billing or, alternatively, the invoice sent by Wilson to the Subscriber with respect to the applicable Wilson Product.

13.4 Subscriber

Those persons or entities that have assented to the terms of this agreement concerning the same subject matter, whereby they have been granted access to the Wilson Products.

13.5 Subscriber Fee

This is any fee, including access, maintenance, or service fee, paid or to be paid by the Subscriber which has been enumerated in the Invoice and which Subscriber shall pay or has paid to Wilson for access to the Wilson Products.

13.5 Wilson Products

The WilsonWeb Subscription Site or similar online service, FTP electronic feed, magnetic tape, CD-ROM, or any other electronic data comprising products provided by Wilson as listed on any order or Invoice now existing or hereafter arising between Wilson and the Subscriber.

13.6 WilsonWeb Subscription Site

A Web site containing Subject Databases offered by Wilson's service, WilsonWeb or any successor thereto.

13.7 Secure Network

A network (whether a standalone network or a virtual network within the Internet), which is only accessible to Authorized Users, approved by the Subscriber whose identity is authenticated at the time of login and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by Wilson.

13.8 Server

The server, either the Wilson server or a third party server designated by Wilson, on which the Licensed Materials are mounted and may be accessed. A proxy server is a server that acts as an intermediary between a workstation user and the Internet so that the enterprise can ensure security, administrative control, and caching service.

13.9 Course Packs

A collection or compilation of materials assembled by member of staff of the Subscriber for use by students in a class for the purpose of instruction.

13.10 Electronic Reserve

Electronic copies of materials made and stored on the Secure Network by the Licensee for use by students in connection with specific courses of instruction offered by the Subscriber to its students.

13.11 Interlibrary Loan

The process by which a library requests material from, or supplies material to, another library.

13.12 Commercial Use

Use for the purposes of monetary reward (whether by or for the Subscriber or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. For the avoidance of doubt, neither recovery of direct costs by the Licensee from Authorized Users, nor use by the Licensee or by an Authorized User of the Licensed Materials in the course of research funded by a commercial organization, is deemed to be Commercial Use.

13.13 Intellectual Property Rights

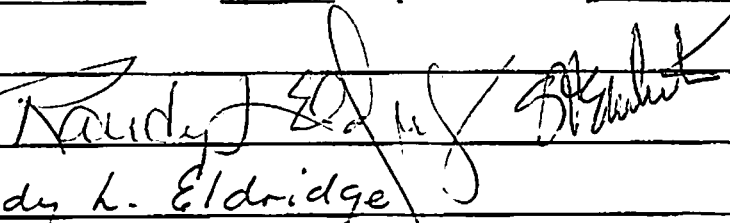
Any and all trademarks and trademark applications, issued patents and patent applications, copyrights and copyright registrations and applications, rights in ideas, designs, works of authorship, derivative works, and all other intellectual property rights, moral rights, and/or rights of publicity owned by Wilson and/or third parties with respect to Wilson.

13.14 Password

The password or passwords which Wilson provides, along with the User Name, to the Subscriber and its Authorized Users which allows such parties to gain access to the WilsonWeb Subscription Site.

13.15 User Name

The name or names which Wilson provides, along with the Password, to the Subscriber and its Authorized Users which allows such parties to gain access to the WilsonWeb Subscription Site.

Organization Name Lincoln Memorial University
 Address 6965 Cumberland Gap Pkwy Box 2003
 City Harrogate State TN Zip/Postal Code 37752
 Country USA
 Authorized Signature 
 Print Name Randy L. Eldridge
 Title V. P. Finance/Operations
 Email gordon.russell@LMUNET.EDU
 Date 6-12-09

For The H.W. Wilson Company
 Address: 950 University Ave.
 City: Bronx State : NY Zip/Postal Code: 10452
 Fax: 718-579-3641

Authorized Signature _____
 Print Name: John R. Tavaska
 Title: Director, Database Licensing/Vendor Relations

Authorized Signature _____
 Print Name: Deirdre Simmons
 Title: Manager, Sales & Marketing Administration

Date _____

5000 Miller Court East
Norcross, GA 30071



Toll Free Phone: 1-877-207-3127
Fax: 1-877-207-3129
www.integratedtek.com

Invoicing address

Quote #: 03192009LincolnVer5
Library Name: Lincoln Memorial University Law Library
Contact: Gordon Russell 865-524-5288
Address: 6965 Cumberland Gap Pkwy. Box 2003 Harrogate, TN 37752
Telephone: 423 869-3611
Fax:
Email: gordon.russell@lmunet.edu

Item#	Description	Unit List Price	Quantity	Your Unit Price	Unit	Your Extended Price
Tags & Labels						
RFID370COMBO	Standard Square Book Tag with duplicate bar code label. Sold in Rolls of 2000	\$ 0.55	4000	\$ 0.52	Each	\$ 2,080.00
RFID370CD	CD/DVD Tag	\$ 0.45	500	\$ 0.42	Each	\$ 210.00
RFID370CDCUS1	Custom Printing on CD/DVD Tag - 1 Color	\$ 0.10	500	\$ 0.10	Each	\$ 50.00
Staff Applications						
<i>Purchase Options - Tagging, Staff Circulation, and Shelf Reading</i>						
DISU45	Label Dispenser	\$ 649.00		\$ -	Each	\$ -
RFID210	FlexCheck™ Staff Station. Includes RFID reader and antenna, DirectReader™ staff application, TagFast™ tag programming software. Library must supply computer.	\$ 3,000.00	1	\$ 2,550.00	Each	\$ 2,550.00
RFID500WC	PowerReader™ Shelf Reading System. Includes RFID reader, shelf-reading wand antenna, Apex ShelfMaster™ software, and mobile cart with battery. Library must supply computer.	\$ 6,500.00		\$ -	Each	\$ -
Self-Checkout						
RFID300FSMED	Apex XpressCheck™ Medallion - Freestanding Kiosk	\$ 15,495.00	1	\$ 15,495.00	Each	\$ 15,495.00
XCTOPPER	Custom Screen Topper	\$ 250.00		\$ -	Each	\$ -
Self-Checkout Add-Ins						
<i>Administrative</i>						
XCMC	Management Console for Remote Admin.	\$ 1,200.00		Included	Each	\$ -
XCSF	Store and Forward for Apex XpressCheck	\$ 1,200.00		Included	Each	\$ -
XCRM	Remote Messaging for Apex XpressCheck	\$ 750.00		Included	Each	\$ -
Fines and Fees						
XCPAYML	Apex XpressCheck Fines/Fees Payment Software License. One required per library system.	\$ 895.00		\$ -	Each	\$ -
XCPAYCL	Apex XpressCheck Fines/Fees Payment Software Client License. One required per unit.	\$ 325.00		\$ -	Each	\$ -
XCCBA	Coin and Bill Acceptor	\$ 2,695.00		\$ -	Each	\$ -
XCMAGST	Mag Stripe Reader for Credit/Debit Cards For use with Authorize.Net Gateway and library's own merchant account	\$ 180.00		\$ -	Each	\$ -
CD/DVD Security						

5000 Miller Court East
Norcross, GA 30071



Toll Free Phone: 1-877-207-3127
Fax: 1-877-207-3129
www.integratedtek.com

Item #	Description	Unit List Price	Quantity	Your Unit Price	Unit	Your Extended Price
DISCPRESS2SING	DiscXpress II CD/DVD security vault system. Includes a single tower (storage for 500 disks) and software. Requires separate purchase of Apex XpressCheck™.	\$ 8,905.00	1	\$ 6,295.50	Each	\$ 6,295.50
Book Returns						
RFID610FC woRP	Vista Book Drop™ (no customer receipt). Includes Computer, software, RFID hardware, and standard RFID-ready faceplate/chute.	\$ 8,850.00		\$ 7,222.50	Each	\$ -
Additional						
INSTALLREM	Remote Installation ² and/or Training	\$ 750.00	1	\$ 750.00	Each	\$ 750.00
INSTALL	Installation ³ and/or Training	\$ 2,500.00		\$ -	Each	\$ -
INSTALLPED	Security Pedestal Installation ⁴ (quantity is number of sites)			\$ -	Total	\$ -
SHIP	Shipping and Administrative			\$ 369.40	Each	\$ 369.40
INSTALLSORT	Installation and/or Training - Sorter	\$ 5,000.00		\$ -	Each	\$ -
SHIPSORT	Shipping and Administrative - Sorting			\$ -	Each	\$ -

Grand Total: \$ 27,799.90

² Not an option for security pedestals. Must have on-site configuration.

⁴ Includes in-floor mounting and/or electrical and network connections. Does not include trenching or electrical/network cabling.

Prices quoted above include first year's support and maintenance.

Support and maintenance following first year:

\$ 2,549.00

10%

per year of the unit list prices shown above with the exception of tags and overlays for which support contract does not apply.

Good through: 7/30/2009

Quoted By: Jonathan Seltz

Today's Date: 5/11/2009

Accepted By:

Lincoln Memorial University
Randy L. Eldridge, B.P. Finance/Operations

Accepted Date:

5-20-09

* Ship to address: Lincoln Memorial University
Duncan School of Law
601 West Summit Hill Dr.
Knoxville, TN 37902
ATTN: Gordon Russell

TECH LOGIC STANDARD SALE TERMS AND CONDITIONS

Offer and Acceptance. This document is an offer to enter into an agreement. For an effective agreement to be reached, a duly authorized agent of Purchaser must accept all of the terms and conditions set forth below, none of which can be altered or amended without Tech Logic's prior written agreement.

Quotations and Prices. The price stated on a Tech Logic quotation form is firm for the initial product or equipment order only. Prices are subject to change without notice.

Oral quotations will not be honored by Tech Logic and written quotations will automatically expire ninety (90) calendar days from the date issued unless otherwise specified in our quote and are subject to earlier termination by written notice. All prices are FOB, Tech Logic's manufacturing facility.

Payment Terms. The net amount of each invoice is due in full, within ten (10) days of date of invoice. A payment of 50% of order due upon execution of Order confirmation, 40% payment due net 10 at shipping, 10% payment due net 10 after installation completed. A 1 1/2% interest charge per month will be charged on past due accounts, to the extent permitted by law.

Taxes. All present or future sales, use, revenue, excise or other taxes applicable to the products or equipment which are the subject of this Agreement shall be added to the purchase price and shall be paid by Purchaser, unless Purchaser provides Tech Logic with a tax exemption certificate acceptable to the relevant taxing authorities.

Shipment. Both the method and the route of shipment are at the discretion of Tech Logic, unless Purchaser supplies explicit instructions to the contrary. Identification of the products or equipment to the agreement and the risk of loss will pass to Purchaser at the time of delivery to the carrier.

Cancellation. After Purchaser places an order which is accepted by Tech Logic, Purchaser may cancel the order only with the written consent of Tech Logic. Upon such cancellation, Purchaser shall pay or reimburse Tech Logic for all of Tech Logic's costs, expenses and its loss of profit which resulted from the cancellation of the order.

Special Orders and Indemnity. If any product or equipment is manufactured and/or sold by Tech Logic to meet Purchaser's particular specifications or requirements and is not part of Tech Logic's standard offered line to the trade generally in the usual course of Tech Logic's business, Purchaser shall defend, protect, and save Tech Logic harmless against all suits at law or in equity and from all damages, claims, and demands for actual or alleged infringement of any United States or foreign patent and Purchaser shall, at Tech Logic's request, defend any suit or actions which may be brought against Tech Logic for any alleged infringement because of the manufacture and/or sale of any such product or equipment.

Software. Purchaser acknowledges and agrees (i) that all software products, provided by Tech Logic, are being licensed and not sold for Purchaser's use, (ii) that the words "purchase," "sold" or similar words are intended to, and are agreed to mean "license" and (iii) that Tech Logic retains ownership of and title to all software products provided to Purchaser, notwithstanding any contrary language in the agreements between the parties. Tech Logic hereby grants Purchaser a nonexclusive, royalty free license of the software products which Purchaser agrees to use, operate and process only with equipment agreed upon at the time of purchase.

Governing Law and Venue. This Agreement shall be governed by and construed under and in accordance with the laws of the State of Minnesota, United States of America (without regard to conflicts of laws principles). The venue of any legal action arising out of this Agreement shall be the Federal or State Courts located in Washington County in Minnesota, U.S.A.

Equipment Limited Warranty. Tech Logic warrants to Purchaser that in normal and contemplated use and service, the equipment (with the exception of parts supplied by another vendor) purchased from Tech Logic will be free from defects in material or workmanship for a period ending (i) one (1) year from the installation complete date, or (ii) upon the expiration of the time specified with respect to a particular item, whichever is applicable. Subject to the conditions and exclusions contained in this document, Tech Logic will, at its option, either repair or replace any defective equipment or part thereof, or refund the purchase price of the defective equipment. Expendable and/or consumable items or parts included with the equipment are not covered under this limited warranty. This limited warranty does not cover equipment which has been misused, altered, neglected, handled carelessly, or used for purposes other than its intended purpose. This limited warranty also does not cover loss or damage resulting from any casualty loss or from unauthorized use or service. Under no circumstances shall Tech Logic be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use or inability to use the equipment purchased for any purpose.

Equipment Warranty Service Procedures. If a defect should appear during the warranty period, Purchaser should promptly call Tech Logic Customer Service. Customer Service will advise Purchaser to return the equipment or propose a schedule for on site repair. If applicable, a return material authorization will be assigned and Purchaser shall return the defective equipment, freight and insurance prepaid, in the original shipping container, to Tech Logic, 1818 Buerkle Road, White Bear Lake, Minnesota 55110, or to another designated service location. All returned defective equipment must be accompanied by a written statement including: the name of Purchaser's contact; the return material authorization; and the action desired. Tech Logic shall not be responsible for any loss or damage incurred in shipping. Any warranty work to be performed by Tech Logic shall be subject to Tech Logic's confirmation that the equipment meets Tech Logic's warranty requirements. If a defect is covered by this limited warranty, the repaired or replaced equipment will be returned to Purchaser at Tech Logic's cost. Following a warranty repair or replacement, this limited warranty shall continue in effect until the end of the original warranty period or

for sixty (60) days after the repair or replacement, whichever is later.

Product Limited Warranty. Tech Logic warrants to Purchaser that in normal and contemplated use and service the products purchased by Purchaser ("products" includes components, consumables and similar materials, but excludes equipment) shall be free from defects in material or workmanship for a period ending (i) one year from the date of original shipment by Tech Logic, or (ii) upon expiration of the time specified with respect to a particular product, as applicable. Subject to the conditions and exclusions in this document, Tech Logic will, at its option, repair or replace any defective product, or refund the purchase price of the product. Under no circumstances shall Tech Logic be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use or inability to use the product purchased for any purpose. Tech Logic RFID tags are covered by a lifetime warranty, where the lifetime of the tag relates to the item to which it is affixed.

Product to Conform to Sample. In the event Tech Logic provided Purchaser with a sample or model of the product, the product delivered to Purchaser is guaranteed to conform to the sample or model identified on the purchase document which has been accepted by Tech Logic, in all material respects.

Product to Conform to Specified Standards. In the event standards for the product are specified on the purchase document accepted by Tech Logic, the product delivered to Purchaser is guaranteed to conform to the specified standards until expiration of the period of time described in the section titled "Product Limited Warranty."

Product Warranty Service Procedures. If within the Product Limited Warranty period, any product proves defective due to defects in material or workmanship, or fails to meet the written specifications as described in this Agreement, or (if applicable) fails to conform to the sample Tech Logic provided to Purchaser, Purchaser shall promptly notify Tech Logic as soon as reasonably practicable. The notification shall be in writing, or confirmed in writing within the Product Limited Warranty period. Within a reasonable time, Tech Logic may either replace the product or refund the purchase price. Tech Logic may require return of the defective product prior to refund or replacement.

Exclusion of Warranty of Fitness for any Purpose. Tech Logic makes no warranty as to the suitability or fitness of any of its equipment or products for any particular purpose specific to the Purchaser. The Purchaser is solely responsible for the selection, use, efficiency, fitness and suitability of Tech Logic's equipment and products. The Purchaser assumes all risks and liabilities in connection with the use of Tech Logic's equipment and products.

Limitation to Amounts Paid. Tech Logic's liability, if any, to Purchaser or to the customers of Purchaser or any other person under this limited warranty shall in no event exceed the total amount paid to Tech Logic by the Purchaser for defective or non-conforming equipment or product.

Limitation of Liability for Consequential and Similar Damages. In no event shall Tech Logic be liable to Purchaser for any indirect, special or consequential damages or lost profits arising out of or relating to Tech Logic's equipment or products, or the performance or non-performance of the equipment or products, even if Tech Logic has been advised of this possibility.

THE LIMITED WARRANTY AND REMEDIES SET FORTH IN THIS DOCUMENT ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO ANY PERSON FOR ANY DAMAGES OF ANY KIND AND NATURE, INCLUDING INCIDENTAL, CONSEQUENTIAL OR SPECIAL, RELATED TO TECH LOGIC'S EQUIPMENT OR PRODUCTS, WHETHER ARISING FROM WARRANTY, CONTRACT, NEGLIGENCE, TORT OR OTHERWISE. TECH LOGIC SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTY. NO WAIVER, ALTERATION, OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF TECH LOGIC.

In the event any implied warranties (including, but not limited to the implied warranties of merchantability and fitness for a particular purpose) are found to exist, such warranties are limited (i) in duration to the period of the limited warranties set forth in this document, and (ii) in amount to the total amount paid to Tech Logic by the Purchaser for the product or equipment in question. (Some States do not permit the exclusion of incidental or consequential damages, and in those States the foregoing limitation may not apply. The limited warranties as set forth in this document give the Purchaser specific legal rights and the Purchaser may have other legal rights which vary from State to State.)



Tech Logic Returns Policy

All returns require RMA numbers issued by Tech Logic. If you need to return an item, our Customer Care Professionals will guide you through the returns process and provide you with a return materials authorization number.

The customer must call into Tech Logic first for non-functioning equipment. Together we will troubleshoot equipment problems, if not resolved, Tech Logic will notify the warehouse of equipment failure and then the appropriate deployment of replacement equipment will ensue.

An invoice will be issued for the replacement part. If the returned item is tested as non-functioning and is covered under warranty, Tech Logic will issue a credit to the customer for the full invoiced amount of the replacement part.

If the returned device is determined to be functioning, a credit will be issued for the returned part minus a 25% of sell price restocking fee. Shipping is included in the sell price for the item and will not be treated as a separate item. The restocking fee will be waived if a Tech Logic Customer Care Associate diagnoses the problem and directs you to return the part to Tech Logic.

If you received an incorrect item, Tech Logic will pay the return shipping costs if the return is a result of our error and send you the correct item or issue a credit if you were incorrectly charged.

You should expect to receive your credit within four weeks of giving your package to the return shipper however, in many cases you will receive a refund more quickly. This time period includes the transit time for us to receive your return from the shipper (5 to 10 business days), the time it takes us to process your return once we receive it (3 to 5 business days), and the time it takes to process the credit request (5 to 10 business days).





March 20, 2009

LexisNexis
9443 Springboro Pike
Miamisburg, OH 45342

150/Student = Add 1 to order 4/10
~~150/Student = Add 1 to order 4/10~~
MR 5000 03/10

Mr. Gordon Russell
Lincoln Memorial University School of Law
601 West Summit Hill Drive
Knoxville, TN 37902

Dear Mr. Russell:

I am pleased to introduce myself to you as the new Vice President of Law Schools at LexisNexis. LexisNexis is committed to supporting your efforts to equip law school students with the information needed to master the business and research aspects of practice upon graduation. I am excited to be a part of this program, and look forward to hearing how we can best support you.

As you know, we traditionally inform you of your LexisNexis subscription charges for the upcoming academic year during the first quarter of the year. In many of my initial visits to Law Schools, it has become clear that today's economic challenges have created budget challenges that extend beyond the business environment to higher education as well. In view of this and in demonstration of our commitment to continuing our partnership, I am pleased to relay that we have decided to hold subscription prices to the same amount as charged in 2008-2009. We will assess our pricing structure for the 2010-2011 timeframe later this calendar year, but feel strongly that holding prices flat this year is the best course of action for our customers.

Please take a moment to acknowledge receipt of your 2009-2010 pricing notice and verify your school's enrollment counts via the enclosed form. Again, I welcome your questions and feedback; I can be reached at scott.collins@lexisnexis.com or 800.227.9597 x51904.



Thank you for your business and best wishes to you.

Sincerely,

Scott H. Collins
Vice President, Law Schools
LexisNexis

Attachments can contain viruses that may harm your computer. Attachments may not display correctly.

Russell, Gordon

From: Christler, Peggy S. (LNG-DAY) [Peggy.Christler@lexisnexis.com] **Sent:** Fri 3/20/2009 11:45 AM
To: Russell, Gordon
Cc:
Subject: LexisNexis Pricing and Subscription Information
Attachments:  [Lincoln Memorial 2009 - 2010 Unaccredited Pricing Letter.doc\(91KB\)](#)  [LN order form.xls\(42KB\)](#)

Hello Mr. Russell,

We spoke recently about your interest in a LexisNexis subscription for the Law School program your setting up this fall for 75 part time, evening students at Lincoln Memorial University and

I am happy to be able to share the good news I've heard just this week. I am sharing our current cost for this year and I am pleased to say that there will not be a subscription price increase

for this upcoming 2009 academic year.

2008-2009 LEXISNEXIS EDUCATIONAL ACCESS SUBSCRIPTION PRICE FOR A NON-ABA ACCREDITED LAW SCHOOL

- The annual contract price is based on a charge of \$47.25/FTE.
- The FTE count is based on all students, including all Post-J.D. and Other students.
- Each part time student (J.D., Post-J.D., or Other) count as a 2/3 FTE.
- Regardless of the number of FTE's, a minimum charge of \$5,000 has been established for 2008-2009.

I am also attaching a subscription order form to complete if interested in subscribing.

Please feel free to contact me with any questions.

Best Regards,

Peggy

Peggy Christler

Law School Operations Consultant

peggy.chrisler@lexisnexis.com
(937) 865-6800 x54842

(937) 865-1093 Fax

Subscription Order Form for LexisNexis

School Name:

Lincoln Memorial University
(Duncan School of Law)

Addresses:

6965 Cumberland Gap Pkwy.

Tax Address:

SAME

Building Name:

Duncan School of Law

City:

Harrogate

State:

TN

Zip Code:

37752

Invoice Address:

6965 Cumberland Gap Pkwy. Box 2003

Building Name:

Duke Hall

City:

Harrogate

State:

TN

Zip Code:

37752

Contacts

Policy Contact:

GORDON RUSSELL

Title:

LIBRARY DIRECTOR

telephone number:

(423) 869-7771

fax number:

Email Address:

Gordon.Russell@lmu.net.edu

Invoice Contact:

PAT TENNYSON

Title:

Director of Accts Payable/Purchasing

telephone number:

423 869 6286

fax number:

423 869 4825

Email Address:

pat.tennyson@lmu.net.edu

Technical Contact:

Ken Ramos

Title:

CS

telephone number:

(423) 869-7080

fax number:

Email Address:

Ken.Ramos@lmu.net.edu

FTE/Full Time Enrolled student count:

min. 08.09

PTE/Part Time Enrolled student count:

\$5,000

change? *pl*

Years under present ownership:

112 years

Comments:

This form can be emailed or faxed back to Peggy Christler

peggy.christler@lexisnexis.com


(937) 865-6800 x54842

(937) 865-1093 Fax

**LexisNexis™ SUBSCRIPTION AGREEMENT AND ORDER FORM
NON-ABA ACCREDITED LAW SCHOOL PRICING EFFECTIVE APRIL 1, 2001**

You may subscribe to the Online Services by agreeing to abide by the General Terms and Conditions and the Price Schedule attached hereto and incorporated herein, as Exhibits A and B, respectively. The General Terms and Conditions and the Additional Terms represent the entire agreement for access to and use of the Online Services. The General Terms and Conditions are also set forth in the online TERMS library. In the event of a conflict or variation between the General Terms and Conditions attached hereto and those appearing in the TERMS library, the latter shall control. Your subscription is subject to acceptance by LexisNexis, which acceptance shall be evidenced by issuing one or more identification numbers to access the Online Services. Subscriber hereby accepts and agrees to pay the following Annual Subscription Charge:
\$ 5,000.00

LINCOLN MEMORIAL UNIVERSITY - DUNCAN SCHOOL OF
LAW
SUBSCRIBER

BY: 
(AUTHORIZED SUBSCRIBER SIGNATURE)
NAME: GORDON RUSSELL
TITLE: ASSOCIATE DEAN
DATE: 04/22/09

CUSTOMER INFORMATION (Please type or print):

1. Organization Name: LINCOLN MEMORIAL UNIVERSITY - DUNCAN SCHOOL OF LAW
2. Address: 601 WEST SUMMIT HILL DRIVE
City: KNOXVILLE State: TN Zip: 37902
3. County: KNOX 4. Country: USA
5. Telephone Number: 865-524-5288 6. Telecopier Number: 865-524-5290
7. Invoice Address (if different than 2) _____
8. Name of Contact and Telephone Number for the following:
Installation: Gordon Russell 865-524-7771
Billing: Pat Tennyson 423-869-6286
Policy/Legal Notification: Debbi Pressnell 423-869-6390
9. Parent Company (if applicable): Lincoln Memorial University
10. Years under present ownership: 112 11. Dun & Bradstreet or Martindale-Hubbell Rating: _____
12. Tax Exempt: Yes (attach proof of exemption) No I.D. # 780258295
13. Require P.O. number on invoice: No Yes, P.O. Number: tba
14. Automatic Payment Method - Yes, I want to utilize the automatic payment method (select MasterCard, Visa, Amex or Checking Account). I authorize my bank to make payment by the method indicated below and post it to my account. I understand that I am in full control of my payment. If at any time I decide to discontinue the automatic payment method, I will give ten days written notice to the Billing Department of LexisNexis at 9443 Springboro Pike, Miamisburg OH 45342.
Authorized Signature for Automatic Payment Method: _____
 Select method of credit card payment MasterCard VISA AMEX ←OR→ Automatic Debit to Checking Account (attach copy of voided check)
Credit Card #: 0 - - - 0 Exp Date: _____
15. No, I do not want to utilize the Automatic Payment Method, I prefer to be invoiced monthly, and provide the following credit reference to process my account:
Bank #: _____ Account #: _____

EXHIBIT B TO LexisNexis SUBSCRIPTION AGREEMENT

Price Schedule

Non-ABA Accredited Law School Pricing

April 1, 2001

The terms and conditions, including charges, in this Price Schedule are offered only to certain **non-ABA accredited law schools**. Subscriber warrants that only students, instructors, faculty and employees at the subscribing school ("Subscriber") shall access and use the Online Services provided by LexisNexis ("LN").

1. AUTHORIZED USERS.

LN shall issue to Subscriber identification numbers for access to and use of the Online Services by students, faculty, the legal research director and librarians, all as designated by Subscriber, and other Subscriber personnel designated by Subscriber and approved by LN (collectively, "Authorized Users"), in accordance with the terms and conditions of this Agreement.

2. ISSUANCE OF IDENTIFICATION CARDS

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

3. USE OF SERVICES.

Use of identification numbers issued pursuant to this Price Schedule must be limited solely to research and printing (including offline printing, online printing and saving to disk) directly connected with the educational activities of Subscriber. Any other use of identification numbers issued pursuant to this Price Schedule is strictly forbidden. If Subscriber becomes aware of any unauthorized use, it shall notify LN immediately.

4. HOURS OF ACCESS.

Authorized Users shall generally have access to the Online Services during all available hours; however, should LN experience a problem during peak capacity in providing its commercial customers access to the Online Services, LN reserves the right to restrict its educational customers' access to the Online Services.

5. ANNUAL SUBSCRIPTION CHARGE.

Subscriber agrees to pay the Annual Subscription Charge, indicated below and on the Order Form page of this Agreement, beginning on the date LN issues Subscriber identification numbers: \$ 5,000.00.

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 shall be charged to Subscriber's account. If Subscriber is exempt from any such taxes, the taxes shall not be charged to Subscriber upon receipt of a certificate of exemption.

8. PAYMENT TERMS.

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

9. CHANGES TO THE CHARGES AND PAYMENT TERMS.

Charges and payment terms may be changed only upon 30 days prior notice to Subscriber. Notwithstanding this section, LN shall not increase the Annual Subscription Charge prior to the first anniversary of this Agreement.

10. COLLECTION COST.

Subscriber shall be liable for all costs of collection incurred by LN, including without limitations, collection agency fees, reasonable attorney's fees, and court costs, if Subscriber fails to comply with the payment obligations set forth herein.

11. MISCELLANEOUS.

In the event Subscriber issues a purchase order or other document relating to the Online Services, Subscriber agrees that the document shall be for Subscriber's internal purposes only and shall in no way modify or affect any of the terms or conditions for access to the Online Services.

-----END OF EXHIBIT B-----

4. LIMITATION OF LIABILITY

4.1 A Covered Party (as defined below) 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 Online Services or any Materials available or not included therein, (b) the unavailability or interruption of the Online Services or any features thereof or any Materials, (c) Subscriber's use of the Online Services or Materials (regardless of whether you received any assistance from a Covered Party in using the Online Services), (d) your use of any equipment in connection with the Online Services, (e) the content of Materials, or (f) any delay or failure in performance beyond the reasonable control of a Covered Party.

4.2 "Covered Party" means (a) the provider of the Online Services, its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of the provider of the Online Services or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.

4.3 THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS SHALL NOT EXCEED THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

4.4 THE COVERED PARTIES SHALL NOT 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 ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

5. MISCELLANEOUS

5.1 These General Terms and Conditions, including the Additional Terms, may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with your applicable Price Schedule; all other provisions may be changed by the provider of the Online Services immediately upon notice. Your subscription for access to the Online Services may be terminated immediately upon notice to the provider of the Online Services if any change is unacceptable. Continued use of the Online Services following any change constitutes acceptance of the change.

5.2 The provider of the Online Services or the subscribing organization may terminate the subscription for access to the Online Services. The effective date of termination shall be ten days after the receipt of an appropriate notice of termination, unless a later date is specified in the notice. The provider of the Online Services may suspend or discontinue providing the Online Services to you without notice and pursue any other remedy legally available to it if you fail to comply with any of your obligations hereunder.

5.3 Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by the provider thereof. Notices shall be deemed to have been properly given on the date deposited in the U.S. mails, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Notices to the provider of the Online Services should be sent to your account representative.

5.4 The failure of the provider of the Online Services or any third party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

5.5 The subscribing organization or individual may not assign its rights or delegate its duties under the subscription to access the Online Services without the prior written consent of the provider of the Online Services.

5.6 These General Terms and Conditions and the Additional Terms shall be governed by and construed in accordance with the laws of the State of Ohio.

5.7 Each third party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.

-----END OF EXHIBIT A-----

EXHIBIT A TO LexisNexis SUBSCRIPTION AGREEMENT
General Terms and Conditions
Non-ABA Accredited Law School Pricing
April 1, 2001

The following terms and conditions govern your use of the LexisNexis™ services (the "Online Services") and the materials available therein ("Materials"):

1. LICENSE; RESTRICTIONS ON USE

1.1 You are granted a nonexclusive, nontransferable, limited license to access and use for research purposes the Online Services and Materials from time to time made available to you. This license includes:

(a) The right to electronically display Materials retrieved from the Online Services to no more than one person at a time, subject to the Supplemental Terms for Specific Materials;

(b) The right to obtain a printout of Materials via printing commands of the Online Services and to create a single printout of Materials downloaded via downloading commands of the Online Services (collectively "Authorized Printouts"); and

(c) The right to retrieve and store in machine-readable form for no more than 90 days and for one person's exclusive use a single copy of insubstantial portions of Materials included in any individual file via downloading commands of the Online Services to the extent the storage of Materials is not further limited or prohibited by the Supplemental Terms for Specific Materials;

1.2 To the extent permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms for Specific Materials, you may make copies of Authorized Printouts and distribute Authorized Printouts and copies.

1.3 Except as specifically provided in Sections 1.1 and 1.2, you are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Online Services. You may not print or download Materials without using the printing or downloading commands of the Online Services.

1.4 All right, title, and interest (including all copyrights and other intellectual property rights) in the Online Services and Materials (in both print and machine-readable forms) belong to the provider of the Online Services or its third party suppliers of materials. You acquire no proprietary interest in the Online Services, Materials, or copies thereof.

1.5 Except as specifically provided herein, you may not use the Online Services or Materials retrieved from the Online Services in any fashion that infringes the copyrights or proprietary interests therein.

1.6 You may not remove or obscure the copyright notice or other notices contained in Materials retrieved from the Online Services.

1.7 You may not use information included in the Online Services or Materials retrieved from the Online Services to determine a consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit.

1.8 Other provisions that govern your use of Materials are set forth in your applicable Price Schedule, the Supplemental Terms for Specific Materials, online descriptions of files, online notices following file selection, and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into these General Terms and Conditions.

2. ACCESS TO SERVICES

2.1 Only individuals authorized by the subscribing organization may access and use the Online Services.

2.2 You may not use an identification number to access the Online Services from outside the country for which it was issued.

2.3 Your identification number(s) may be restricted from accessing certain Materials otherwise available in the Online Services.

2.4 Materials and features may be added to or withdrawn from the Online Services and the Online Services otherwise changed without notice.

3. LIMITED WARRANTY

3.1 The provider of the Online Services represents and warrants that it has the right and authority to make the Online Services and Materials available pursuant to these General Terms and Conditions.

3.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND THE PROVIDER OF THE ONLINE SERVICES AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LEXISNEXIS DIGITAL COLLECTION PROPOSAL

~LINCOLN MEMORIAL SCHOOL OF LAW~

Total Cost - \$402,000

LexisNexis Digital Collections (One-Time purchase):	List Discount	Current Discount	LML Discount
CRDC - Retrospective Edition, 1830-2003	\$105,000	\$ 70,000	\$63,000 *
Hearings - Retrospective A, 1824-1979	\$200,000	\$100,000	\$92,500 *
Hearings - Retrospective B, 1980-2003	\$200,000	\$100,000	\$92,500 *
Congressional Record & Predecessors, 1789-1997	\$ 40,000	\$ 30,000	\$30,000 *
Serial Set & Maps Module, 1789-1969	\$217,195	\$ 97,995	\$89,000 *
Serial Set II	\$ 50,000	\$ 35,000	\$35,000 *
Totals	\$812,195	\$ 432,995	\$402,000

*Maintenance Fees as follows: Serial Set - \$1,500/year, Serial Set maps module - \$500/year, Hearings A, B, or A&B - \$1,500/year, CRDC - \$1,500/year, Serial Set 2, to be determined. Maintenance fees waived with any corresponding Prospective subscription.

LexisNexis extends this offer to Lincoln Memorial School of Law along with these additional benefits:

- Three years of any maintenance fees waived
- **MARC Records** for the Serial Set digital collection, Digital Hearings and CRDC included at no charge
- Gratis subscriptions for any subscriptions of these subscriptions: LN Congressional and modules, State Capital, CRDC Prospective, and Hearings Prospective through December 30th, 2009.
- Gratis copy of archival data tapes with purchase if desired
- 4 year interest/fee free deferred payment plan.

This offer expires June 30, 2009.

LEXISNEXIS PAYMENT PLAN OPTIONS

Total Cost - \$402,000

Interest Free/ Fee Free over four years: \$100,500/year

7 year payment plan, 5% interest in years 5-7 spread out over the seven years:
 \$57,428.57/year (see attached Excel sheet for more details.)

Purchase Amount 402,000.00
 Years of Interest 3
 Interest Rate 5.0%

Year	1	2	3	4	5	6	7	Total
Payment Amount	57,428.57	57,428.57	57,428.57	57,428.57	57,428.57	57,428.57	57,428.58	402,000.00
Net Balance Due at YE	344,571.43	287,142.86	229,714.29	172,285.72	114,857.15	57,428.58	0.00	
Interest Due	0.00	0.00	0.00	0.00	8,614.29	5,742.86	2,871.43	17,228.58



DEFERRED PAYMENT AGREEMENT

UNIVERSITY
10

LexisNexis Academic & Library Solutions, a division of Reed Elsevier Inc., ("LNA&LS") and Lincoln Memorial University School of Law ("Customer") agree to the following terms and conditions for Customer's payment of the goods and/or services set forth herein which are provided by LNA&LS.

1. SERVICES PROVIDED

LN will provide Customer with the following goods and/or services ("Services"): LexisNexis Congressional Research Digital Collection; LexisNexis Congressional Hearings Digital Collection: A & B; LexisNexis Congressional Record; LexisNexis US Serial Set & Serial Set Maps Digital Collection; and LexisNexis Serial Set2.

2. PAYMENT

2.1 In consideration for the Goods and/or Services provided, Customer will pay to LNA&LS a total amount of \$402,000.00 plus \$17,228.58 interest to be paid to LNA&LS between the period beginning 2009 and continuing until 2015. The deferred payment structure will be as follows:

Payment Due	Amount Due
\$57,428.57	2009
\$57,428.57	2010
\$57,428.57	2011
\$57,428.57	2012
\$63,171.46	2013
\$63,171.46	2014
\$63,171.86	2015

Payment Due	Amount Due

2.2 Each payment is payable within thirty (30) days after receipt of an invoice. Amounts which have not been paid within sixty (60) days after the invoice date are thereafter, until paid, subject to a late payment charge at a rate equal to 15% per annum (or less, the maximum rate permitted under applicable law). In the event Customer misses two (2) payments, LNA&LS may immediately declare the remaining balance due. At that time, LNA&LS may, at its sole discretion, agree to extend the payment terms over a longer period of time or provide other relief to Customer.

2.3 Customer shall be liable for all costs of collection incurred by the provider of the Goods & Services, including without limitations, collection agency fees, reasonable attorney fees, and court costs, if Customer fails to comply with the payment obligations set forth herein.

2.4 The jurisdiction and venue shall be Dayton, Ohio for any non-payment claims. In the event Customer contests jurisdiction and venue at a later time and loses such action, Customer will pay all reasonable attorneys' fees incurred by LN in responding to such action.

3. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Ohio as applicable to agreements made and solely performed within the State of Ohio.

4. SOLE AGREEMENT

This Agreement constitutes the only agreement between LN and Customer with respect to the payment obligation contained herein. No other representations, provisions, understandings, promises or agreements, oral or otherwise, shall be of any force or effect. No modifications, amendments or waivers of any provision of this Agreement shall be valid unless in writing and signed by both parties.

AGREED TO AND ACCEPTED BY:

Lincoln Memorial University
 BY: [Signature]
 NAME: Randy L. Eldridge
 TITLE: VP for Finance & Operations

LexisNexis, a division of Reed Elsevier Inc.
 BY: _____
 NAME: _____
 TITLE: _____

DATE:

DATE:

Phone# _____

LexisNexis Academic & Library Solutions
 Payment Plan Calculation for Lincoln Memorial School of Law

	YEARS							Total	Check Figure	Variance
	1	2	3	4	5	6	7			
Principal Amount	57,428.57	57,428.57	57,428.57	57,428.57	57,428.57	57,428.57	57,428.58	402,000.00	402,000.00	0.00
Interest Charge ¹⁴					5,742.86	5,742.86	5,742.86	17,228.58	17,228.58	0.00
	<u>57,428.57</u>	<u>57,428.57</u>	<u>57,428.57</u>	<u>57,428.57</u>	<u>63,171.43</u>	<u>63,171.43</u>	<u>63,171.44</u>	<u>419,228.58</u>	<u>419,228.58</u>	<u>0.00</u>
% of Total	13.6986%	13.6986%	13.6986%	13.6986%	15.0685%	15.0685%	15.0686%	100.0000%	419,228.58 0.00	
New Payment Figures	57,428.45	57,428.45	57,428.45	57,428.45	63,171.46	63,171.46	63,171.86	419,228.58		

SUBSCRIPTION ORDER – LexisNexis® DIGITAL COLLECTION

for

Lincoln Memorial (“Subscribing Institution”)

This Subscription Order is to the License Agreement for LexisNexis® Digital Collection between LN and Subscribing Institution dated _____.

1. Subscription Period.

This Subscription Order will begin _____ and continue until _____ (the “Initial Period”), and each subsequent one year period thereafter (each “Renewal Period”).

2. Subscription Service for LN Web-based Services.

Historical Archive Service: Option 1: U.S. Serial Set Digital Collection – The portion of the Service containing materials from 1789-1969: (including the American State Papers).

Option 2: Congressional Research Digital Collection - The portion of the Service containing Materials from 1830-2003.

Option 3: Congressional Hearings Digital Collection – The portion of the Service containing Materials from 1824 – 1979 (part A) and 1980-2003 (part B).

Option 4: Congressional Record Permanent Digital Collection – The portion of the Service containing Materials from 1873-1997.

Option 5: Congressional Record Permanent Predecessors – The portion of the Service containing Materials from 1789-1873.

Option 6: U. S. Serial Set Maps Digital Collection – The portion of the Service containing Materials from 1789-1969.

Option 7: U. S. Serial Set Digital Collection, pt. 2 – The portion of the Service containing Materials from 1970-1980.

Option 8: U. S. Serial Set Digital Collection, pt. 2 – The portion of the Service containing Materials from 1981-1990.

Option 9: U. S. Serial Set Digital Collection, pt. 2 – The portion of the Service containing Materials from 1991-2003.

Prospective Service: Option 1: U.S. Serial Set Digital Collection – The portion of the Service that is ongoing commencing with the Materials from 2004 and which is updated on a regular basis to include the most current Materials.

Option 2: Congressional Research Digital Collection - The portion of the Service that is ongoing commencing with the Materials from 2004 and which is updated on a regular basis to include the most current Materials.

Option 3: Congressional Hearings Digital Collection – The portion of the Service that is ongoing commencing with the Materials from 2004 and which is updated on a regular basis to include the most current Materials.

Option 4: Congressional Record Permanent Digital Collection – The portion of the Service that is ongoing commencing with the Materials from 1997 and which is updated on a regular basis to include the most current Materials.

Option 5: U. S. Serial Set Maps Digital Collection – not available

3. Fees.

In exchange for access to and use of the above Subscription Service(s) selected, Subscribing Institution will pay LN the following amount(s).

One time License Fee:	\$Congressional Research:\$63,000; Hearings A:\$92,500; Hearings B:\$92,500; Congressional Record:\$30,000; Serial Set & Maps:\$89,000; Serial Set 2: \$35,000.
Maintenance Fee:	\$ waived for first three years of service

4. Incremental Archive Schedule and Earned Archive Requirements for Congressional Research Digital Collection and Congressional Hearings Digital Collection (part B)

Under the terms set forth in Section 4 of the Agreement, the table below sets forth the schedule for Incremental Archives. The table also sets forth the Earned Incremental Archive requirements for a Subscribing Institution to be eligible to receive each Incremental Archive, which are (a) a continuous, uninterrupted Prospective Service subscription for the period covered by the Incremental Archive; and (b) payment of the digital archive fee for the Historical Archive Service.

SCHEDULE FOR ADDING INCREMENTAL ARCHIVES

INCREMENTAL ARCHIVE SCHEDULE		EARNED INCREMENTAL ARCHIVE REQUIREMENTS	
Archive Name	Archive Period	Continuous, Uninterrupted Prospective Service subscription for the Archive Period and all subscription fees paid in full in accordance with the Subscription Order	Payment of Digital Archive Fee for Historical Archive Service
Incremental Archive 2010	Materials for 2004-10	Required; either CY2006-10 or FY2006/07-2010/11	Required (if Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)
Incremental Archive 2015	Materials for 2011-15	Required; either CY2011-15 or FY2011/12-2015/16	Required (if Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)
Incremental Archive 2020	Materials for 2016-20	Required; either CY2016-20 or FY2016/17-2020/21	Required (if Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)
Subsequent Incremental Archives (2025, 2030, etc.)	Materials for consecutive five-year increments of coverage (2021-2025, 2026-2030, etc.)	Required; Continuous subscription for the five year corresponding to each Incremental Archive (CY2021-25 or FY2021/22-2025/26, CY2026-30 or FY2026/27-2030/31, etc.)	Required (if Subscribing Institution was never a Subscribing Institution to the Historical Archive Service, payment must accompany Subscribing Institution's request for the Incremental Archive)

NOTES:

- CY means on a calendar year basis and FY means on a 12 month fiscal year basis as determined by Subscribing Institution's Subscription Period.

ACKNOWLEDGED AND AGREED BY:

____ ("Subscribing Institution")
 BY: Lincoln Memorial University
 NAME: Randy L. Ettridge
 TITLE: V.P. Finance/Operations
 DATE: 4-13-09

LexisNexis, a division of Reed Elsevier Inc.
 BY: _____
 NAME: _____
 TITLE: _____
 DATE: _____

End User Agreement for LexisNexis® Digital Collection

This End User Agreement for LexisNexis Digital Collection ("Agreement") is entered into by and between LexisNexis, a division of Reed-Elsevier Inc. ("LN"), with offices at 7500 Old Georgetown Road, Suite 1300, Bethesda, Maryland, 20814-6126 and the institution listed below ("Subscribing Institution"). This Agreement must be signed by an authorized representative of the Subscribing Institution.

Lincoln Memorial University, Harrogate, TN

Subscribing Institution Name, City, State or Country

DEFINITION OF TERMS

Effective Date:

Subscribing Institution: The following entities may be a Subscribing Institution: Higher Education Institutions, Public Library Systems, Government Institutions, Corporations, and Non-Profit Organizations.

Service: The LN service(s) which includes Web-based access through LN's proprietary interface to the Materials available in a Historical Archive Collection, as indicated in a Subscription Order. The Service may also include access to the Materials in a Prospective Service if the Subscribing Institution so elected.

Materials: The electronic archive (computer files) of all documents and related bibliographic records accessed through the Service(s) selected on a Subscription Order. The term Materials shall also include Archive Materials.

Historical Archive Collection: The Materials included in the historical collection(s) elected by the Subscribing Institution on the Subscription Order.

Prospective Service: A Prospective Service includes new Materials that are added to Historical Archive Collections as the Materials become available. The Subscribing Institution may elect a Prospective Service on the Subscription Order.

Incremental Earned Periods: An Incremental Earned Period is a portion of a Prospective Service which will be added to a Historical Archive Collection in five year periods commencing with Materials from 2004 through 2010. In order to have an Incremental Earned Period added to a Historical Archive Collection, the Subscribing Institution must maintain a continuous subscription to the Prospective Service during the Incremental Earned Period and must pay all associated Subscription & Maintenance Fees and the Digital Archive Fee.

Subscription Period, ISP and RSP (collectively, "Subscription Periods"): A Subscription Period is a period of time in which a Subscription Order is in place and for which the Subscribing Institution has paid the Subscription & Maintenance Fees for access to and use of the Services elected. The initial subscription period ("ISP") is for the length of time specified in the initial Subscription Order. Thereafter, this Agreement automatically renews for successive one year renewal subscription periods ("RSP") until terminated by either party as set forth in this Agreement.

Subscription Order: A written document that is signed by both parties that expressly references this Agreement and that describes the Service(s) elected. The Subscription Order will also define the Subscription Period and the applicable fees and any other applicable terms and conditions. There will be a Subscription Order for the ISP and for each RSP. All Subscription Orders are incorporated into this Agreement by reference.

Subscription & Maintenance Fees: The fees set forth in the Subscription Order for the specified Subscription Period. The Subscribing Institution will have access to and use of the Service during the Subscription Periods, in exchange for payment of the Subscription & Maintenance Fees. The Subscription Fees cover charges for access to the Materials during the Subscription Period. The Maintenance Fees cover all charges associated with access to and use of the Service during the Subscription Period.

Digital Archive Fee The fees set forth in the Subscription Order for perpetual access to and use of the Historical Archive Collection (including any Earned Incremental Periods) in the format selected by the Subscribing Institution following termination of all Subscription Periods.

Authorized Users: For purposes of this Agreement, Authorized Users are defined to include:

Higher Education Institutions: Enrolled students, active instructors, active faculty, administrative staff, and walk-in users.*

Public Library Systems: Staff of the library system, registered patrons of the library, and walk-in users.*

***Walk-in Users:** Individuals who are working on-site at either a Higher Education Institution or Public Library System with the permission of the Subscribing Institution.

Government Institutions: Staff and researchers working for the Government Institution.

Corporations and Non-Profit Organizations: Staff, researchers, and volunteers working for a corporation or non-profit organization.

A Subscribing Institution may request other individuals not defined above to be Authorized Users. The Subscribing Institution must obtain LN's prior written approval.

Remote Access: Access to the Service by a Subscribing Institution's Authorized Users from a location other than the Subscribing Institution's buildings or campus. Remote Access entails an obligation on the part of the Subscribing Institution to protect the Service from access by unauthorized persons by positively identifying remote users and using a secure authentication process to restricted access to Authorized Users only.

1. TERM; TERMINATION

This Agreement shall begin on the Effective Date and will continue until terminated by either party. The Subscribing Institution shall abide by the terms and conditions stated herein for the use of the Service. This Agreement may be terminated: (a) immediately upon written notice if there is a breach which remains uncured more than 30 days after the non-breaching party provides written notice of the specific breach to the breaching party; or (b) for convenience as of the last day of a Subscription Period upon at least 30 days prior written notice to the other party.

2. ACCESS TERMS

2.1 During Subscription Periods. In exchange for payment of the Subscription & Maintenance Fees, the Subscribing Institution will have access to and use of the Materials in the Service during Subscription Periods. Subscription & Maintenance Fees may increase annually, but not in excess of 5% per year, or 1% above the then current National Labor Consumer Price Index as published by the U.S. Department of Labor, Bureau of Statistics, whichever is less.

2.2 Perpetual Access: After termination of all Subscription Periods, the Subscribing Institution may continue to access the Materials in the Historical Archive Collection (including any Incremental Earned Periods Materials) (collectively "Archive Materials") on a perpetual basis access by paying the appropriate Digital Archive Fees specified in the Subscription Order in addition to being current on all past Subscription & Maintenance Fees. Alternatively, the Subscribing Institution may continue to access the Archive Materials on a perpetual basis if at any time during a Subscription Period LN is unable or unwilling to maintain the Archive Materials and make them accessible to the Subscribing Institution through the Service. In either case, the Subscribing Institution's access to the Archive Materials will be in the format elected by the Subscribing Institution in accordance with Section 2.2.1 and will not be through LN's Web-based Service.

2.2.1 To obtain the Archive Materials pursuant to Section 2.2, the Subscribing Institution must send a written request to LN for such Archive Materials and include a signed copy of this Agreement. Upon receipt of the Subscribing Institution's written request and a copy of this Agreement, LN will provide the Archive Materials, at no additional cost, in an appropriate machine-readable format by means of an appropriate transfer method, as mutually agreeable to both parties (e.g., shipment of data storage media such as CD-ROMs, DVDs or electronic delivery using FTP). In such a case, the Subscribing Institution shall have the perpetual right to make the Archive Materials available to its Authorized Users in a manner consistent with this Agreement by whatever method it chooses. Subscribing Institution is authorized to make such further copies in perpetuity as it may deem necessary for purposes of archival

preservation, refreshing, or migration, including migration to other formats, so long as the purpose of such copying is solely for continued access to and/or archival retention of the data and does not violate or extend the use rights contained in this Agreement or its successor.

2.2.2 If the Subscribing Institution has paid the Digital Archive Fee, but elects to terminate its maintenance subscription (i.e., not pay the Maintenance Fees) to the Historical Archive Collection, the Subscribing Institution may reactivate its maintenance subscription to the Historical Archive Collection without again paying the Digital Archive Fee so long as the reactivation occurs within 36 months from the date of termination. If the Subscribing Institution reactivates its maintenance subscription to the Historical Archive Collection more than 36 months after the termination date, the Subscribing Institution must first pay off the amount of any unpaid Subscription & Maintenance Fees due from prior Subscription Periods before it will be granted access to the Historical Archive Collection.

2.3 Digital Collections with a Historical Archive Collection and a Prospective Service will add Incremental Earned Periods every five year period commencing with Materials from 2004 through 2010, as set forth in the Subscription Order. If the Subscribing Institution has maintained a continuous subscription to a Historical Archive Collection and a Prospective Service and has paid all Subscription & Maintenance Fees and the Digital Archive Fees related thereto, then the Subscribing Institution shall be entitled to add the Incremental Earned Period into its Historical Archive Collection at the end of such Incremental Earned Period and will not be required to maintain a full Prospective Service subscription.

2.4 LN shall maintain the Archive Materials and Prospective Materials in the current format of XML and PDF. This format may change if the technology for storage and access changes.

2.5 If the Subscribing Institution has subscribed to the Historical Archive Collection by paying the Digital Archive Fee for the Historical Archive Collection and also maintains a continuous subscription to the Prospective Service, the annual Maintenance Fees for the Historical Archive Collection will be waived.

3. GRANT OF USE RIGHTS DURING SUBSCRIPTION PERIODS.

3.1 LN hereby grants to the Subscribing Institution and its Authorized Users a non-exclusive, nontransferable, limited right to access and use the components of the Service for the period of time for which the Subscribing Institution has paid the Subscription & Maintenance Fees.

3.2 The above grant of rights includes for each Authorized User:

- a) The right to use the Service to identify and display Materials to oneself and to other Authorized Users.
- b) The right to print, store, display, reproduce, transmit, and publish (either in printed or machine-readable format), an insubstantial number of documents (or portions thereof) and bibliographic records retrieved from the Service.
- c) The right to incorporate an insubstantial number of documents (or portions thereof) and bibliographic records retrieved from the Service into printed documents or online resources such as articles, books, reports, and instructional materials, and temporary electronic reserves.

3.3 This does not limit the number of simultaneous users of the Service.

3.4 To the extent permitted by applicable copyright law and not further limited or prohibited herein, Authorized Users, may make copies of Materials retrieved from the Services and distribute the Materials and copies. Except as specifically provided in the above license, Authorized Users are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Services.

3.5 To the extent permitted by applicable copyright law and not further limited or prohibited herein, the Subscribing Institutions may make copies (including digital copies) of Materials retrieved from the Service and distribute the Materials and copies as part of a formal inter-library loan (ILL) program, where this program is administered directly by the Subscribing Institution, restricted to official ILL partner libraries, and operated in accordance with generally accepted practices for such programs.

3.6 The rights set forth above relate to the Subscribing Institution and its Authorized User's use of the Service during Subscription Periods. Following the expiration of all Subscription Periods, if the Subscribing Institution has paid the Digital Archive Fee or is otherwise entitled the perpetual right to access the Historical Archive Collection Materials (including any Earned Incremental Periods) pursuant to Section 2, the Subscribing Institution shall have the perpetual right to access the Service Materials as set forth in Section 2.2.1.

4. OWNERSHIP OF THE SERVICE

4.1 All right, title, and interest (including all copyrights and other intellectual property rights) in the Services (in both print and machine-readable forms) belong to LN or its third party suppliers of Materials. The Subscribing Institution and its

Authorized Users acquire no proprietary interest in the Services, Materials, or copies thereof except for the limited license rights set forth herein.

4.2 Neither the Subscribing Institution nor its Authorized Users may use the Services or Materials in any fashion that infringes the copyrights or proprietary interests therein. Authorized Users may not remove or obscure any copyright notices or other notices contained in the Materials.

4.3 LN may add or delete Materials to the Service and otherwise change the Service without notice provided such changes do not substantially reduce the value of the service as a research tool.

5. RESTRICTIONS

5.1 Neither Subscribing Institution nor its Authorized Users may use the Service or Materials to determine a consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit.

5.2 Notwithstanding the rights listed above, the Subscribing Institutions and its Authorized Users shall not create derivative products for resale, and shall not store, publish, or make available documents or bibliographic records retrieved from the Service in such a way as to compete with or undermine the efforts of LN to sell and sustain subscriptions to the Service. Nor shall the Subscribing Institution or its Authorized Users provide access to the Service, Materials, or any other form of assistance to any person for such purposes.

5.3 Providing Materials to persons who are not Authorized Users at the Subscribing Institution on an on-demand basis is forbidden, unless done as part of a formal inter-library loan program as described in Section 3 or agreed to in writing by LN.

5.4 Neither the Subscribing Institution nor its Authorized Users shall knowingly or negligently permit others to access or use the Services in any manner whatsoever by any means other than the user interface provided by LN or an LN approved third party supplier. Use of the Services is permitted only via manually conducted, discrete, individual search and retrieval activities. All access to and use of the Services via mechanical, programmatic, robotic, scripted or any other automated means is STRICTLY PROHIBITED without specific written permission from LN, regardless of which, LN shall retain the right to cancel or forbid such use at its discretion.

6. ACCESS AND USER AUTHENTICATION METHODS

LN shall provide access to the Service to the Subscribing Institution. The Subscribing Institution must strictly control access to the Service to Authorized Users by use of one or more of the following methods:

- Internet Protocol ("IP") domain address filtering, whereby the Subscribing Institution provides LN with IP addresses registered to the Subscribing Institution and vouchsafes that these IP addresses are associated only with sites controlled by the Subscribing Institution.
- Proxy Server IP address filtering, whereby the Subscribing Institution provides LN with IP addresses of a proxy server belonging to or operated on behalf of the Subscribing Institution and vouchsafes that proxy server access is granted only to Authorized Users located at the Subscribing Institution or to remote users that have been authenticated as Authorized Users by the Subscribing Institution, using a secure patron authentication system.
- LN Remote Access Script, used by the Subscribing Institution under the terms and conditions of the Remote Access Addendum which must be signed and attached to this Agreement if Subscribing Institution wishes to use this method.
- Such other methods as mutually agreed by the parties in writing.

7. WARRANTY

7.1 LN represents and warrants that it has the full right and authority to make the Service and Materials available to the Subscribing Institution and its Authorized Users pursuant to the terms of this Agreement.

7.2 EXCEPT FOR THE FOREGOING WARRANTY, THE SERVICE AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN, AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY

8.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) the content of the Service including any errors in or omissions from the Service or any Materials available or not included therein, (b) the unavailability or interruption of the Service or any features thereof, (c)

the Subscribing Institution's and its Authorized User's use of the Service (regardless of whether they received any assistance from a Covered Party in using the Services), (d) the Subscribing Institution's and its Authorized User's use of any equipment in connection with the Service, or (e) any delay or failure in performance beyond the reasonable control of a Covered Party.

8.2 "Covered Party" means (a) LN, its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of LN or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.

8.3 EXCEPT FOR LN'S OBLIGATIONS PURSUANT TO SECTION 9 BELOW, THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE SERVICE OR MATERIALS SHALL NOT EXCEED THE AMOUNT OF FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. THE SUBSCRIBING INSTITUTION'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES, WHICH IT MAY HAVE AGAINST ANY COVERED PARTY.

8.4 THE COVERED PARTIES SHALL NOT 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, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

9. DEFENSE OF AN INFRINGEMENT CLAIM

LN shall defend, or at its option, settle any action or proceeding of any kind or description based upon a third party's claim of patent, trademark, servicemark, copyright or trade secret infringement, related to use of the Service (excluding any decisions or advice made or given as a result of the use of or reliance upon the data) provided by LN asserted against Subscribing Institution by such third party provided: (i) the use of the Service that is the subject of the claim was in accordance with this Agreement; (ii) LN is given prompt notice of any such claim; and (iii) LN is given the right to control and direct the investigation, defense and settlement of each such claim. Subscribing Institution, at the expense of LN, shall reasonably cooperate with LN in connection with the foregoing.

Should the Service or the operation thereof become, or in the opinion of LN is likely to become, the subject of a claim of infringement, Subscribing Institution shall permit LN, at its option and expense, either; (i) to procure for Subscribing Institution the right to continue using the Service; (ii) to replace or modify the same so that it becomes non-infringing; or, (iii) to terminate the Agreement upon notice to Subscribing Institution and grant Subscribing Institution a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

10. MISCELLANEOUS

10.1 Subscribing Institution shall not be liable for breach of any of the terms of this Agreement by any Authorized User provided that Subscribing Institution; i) is not in breach of its obligations under this Agreement; ii) did not intentionally assist in or encourage such breach or permit such breach to continue after receiving notification; and (iii) provided Subscribing Institution reasonably cooperates with LN to prevent misuse.

10.2 This Agreement and any addenda, attachments or exhibits hereto constitute the entire agreement between the parties with respect to the subject matter herein and supersedes any and all prior written or oral agreements and understandings. In the event of a conflict or inconsistencies between this Agreement and the terms set forth in a Subscription Order, the terms set forth in this Agreement will control.

10.3 These terms and conditions may be changed by LN from time to time immediately upon written notice. Notwithstanding the foregoing, LN will use reasonable commercial efforts to provide the Subscribing Institution with advanced notice of any change, if possible, but LN reserves the right to make any change effective immediately if the nature of the change is of a compelling, time-sensitive nature. Additionally, any changes made by LN shall not be arbitrarily directed against the Subscribing Institution or intended to undermine the terms and conditions mutually agreed to by the parties. The Subscribing Institution may immediately terminate this Agreement upon written notice to LN if any change is unacceptable. In such event, Subscribing Institution shall maintain the right to receive the Materials included in the Historical Archive Collection (or components for which it has paid the Digital Archive Fee) pursuant to the terms of this Agreement. Either party shall also have the right to terminate for a material breach. The effective date of termination will be 30 days from the date notice of the specific breach is provided. In the event the Subscribing Institution fails to honor the obligations in Sections 3, 4, 5 or 6, LN reserves the right to immediately suspend the Subscribing Institution's access to and use of the Service without notice.

10.4 If LN (a) terminates or suspends its business, (b) becomes subject to any bankruptcy or insolvency proceeding under any Federal or State statute, or (c) becomes insolvent or subject to direct control by a trustee, receiver, or similar

authority, the Subscribing Institution may, in addition to its other rights and remedies under this Agreement, terminate this Agreement on 30 days notice to LN.

10.5 If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the same shall not affect any of the other provisions of this Agreement and the parties will endeavor to replace the provision with a valid, lawful or enforceable one that most closely embodies the original intentions of the parties. Failure or delay by either party in exercising any right or power hereunder shall not operate as a waiver of such right or power.

10.6 Neither party shall bear any responsibility or liability for any losses arising out of any delay or interruption of their performance of obligations under this Agreement due to any act of God, act of governmental authority, act of the public enemy, or due to war, riot, flood, civil commotion, insurrection, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power, malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party delayed.

10.7 Headings are for the convenience of the parties and have no legal effect.

10.8 If any state or local sales, use, or similar taxes are applicable to the Subscription Order, Subscription & Maintenance Fees and/or Digital Archive Fee, such taxes shall be charged to Subscriber's account. If Subscriber is exempt from any such taxes, the tax shall not be charged to Subscriber upon receipt of a certificate of exemption.

10.9 Subscribing Institution may not assign this Agreement without the prior written consent of LN, which consent will not be unreasonably withheld. LN may freely transfer or assign this Agreement, without notice, to i) any affiliate of LN, including, without limitation, any parent company, division or subsidiary, or ii) any person or entity who acquires all or substantially all of the business or assets of LN that relate to this Agreement.

10.10 Neither party may bring an action against the other party beyond 2 years after the cause of action has occurred.

10.11 The following clauses shall survive the cancellation, expiration, or other termination of this Agreement: 7, 8, 9 and 10.

AGREED TO AND ACCEPTED BY:

Lincoln Memorial University
SUBSCRIBING INSTITUTION
BY: [Signature]
NAME: Randy L. Eldridge
TITLE: V. P. Finance/Operations
DATE: 4-13-09

LexisNexis, a division of Reed Elsevier Inc.

BY: _____
NAME: _____
TITLE: _____
DATE: _____

**LINCOLN MEMORIAL UNIVERSITY
DUNCAN SCHOOL OF LAW**

Copies
V A L U E S • E D U C A T I O N • S E R V I C E

601 West Summit Hill Dr.
Knoxville, TN 37902
865.524.5288
www.lmunet.edu

MEMORANDUM

TO: John Bower
Lyrasis

FROM: Gordon Russell
Lincoln Memorial University
Duncan School of Law

DATE: May 18, 2009

RE: Contract

Please find enclosed original contract between Lyrasis and the Lincoln Memorial University Duncan School of Law.

After the original contract has been fully executed by Lyrasis, please return the original to the law school at the following address:

Gordon Russell
Director, Law Library
Duncan School of Law
601 West Summit Hill Rd.
Knoxville, TN 37902-2003

Thanks for all your help.



LYRASIS

May 6, 2009

Gordon Russell
 Lincoln Memorial University
 Duncan School of Law Library
 601 West Summit Hill Drive
 Knoxville, TN 37902

Dear Gordon:

We are very pleased to process Lincoln Memorial University Duncan School of Law Library's application for Lyrasis membership! Lyrasis members enjoy many benefits, including discounted pricing on the products and services of more than 100 vendors and opportunities to attend a variety of workshops offered via our Educational Services. We invite you to explore the full array of services and benefits that Lyrasis membership offers at www.lyrasis.org.

The attached documents are for your review and action:

1. The Lyrasis Membership Agreement – Please print two (2) copies of the Lyrasis Membership Agreement, and then sign and return them to the attention of Nefertiti Yungai in the Atlanta office. The agreement is a fillable PDF, so you can type your name and title where indicated. We will then return a fully executed copy to you.
2. Initial invoice for your FY 2009/10 annual membership – Lyrasis' financial requirements for membership requires each member to establish a Deposit Account and fund it in advance each year with sufficient funds to cover membership fees and anticipated activity. Attached is your initial invoice. Please send payment of the invoice to Lyrasis, P.O. Box 19327, Philadelphia, PA 19101. You can also submit payment of the invoice via ACH/wire transfer, using the following information:

Antonio Pugliese	Phone:	215.918.3201
Commerce Bank	Fax:	215.318.2790
2155 Old York Road	Account:	365 831 999
Jamison, PA 18929	ABA Routing:	036001808

Please remember that we must receive payment of the initial invoice prior to June 30, 2009 in order to honor the \$550 membership fee for FY 2009/10.

3. Member Staff Contact List – We want to make sure that we communicate with the appropriate staff. Please complete the attached Member Staff Contact List (it's a fillable PDF), print, and return it to the Lyrasis Support Center via fax (215.382.0638) or email (support@lyrasis.org).

Once the Lyrasis Membership Agreement is fully executed, we will send you a welcome packet that will contain details about your membership. As soon as we receive payment of the initial invoice, we can process the library's OCLC WorldCat Cataloging in Publication (CIP) data. We will also provide you with information on other products or services to which you wish to subscribe.



Please ensure that you receive all email correspondences from us by adding our domain name (lyrasis.org) to your Address Book.

Gordon, do contact me at 800.233.3401, x1211 or at meryl.cinnamon@lyrasis.org if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Meryl Cinnamon".

Meryl Cinnamon
Manager of Membership Services

Attachments



LYRASIS

Institutional Membership Agreement

This Agreement provides Lincoln Memorial University ^{for} Duncan School of Law ("the Member"), at 601 West Summit Hill Drive, Knoxville, TN 37902, with membership in Lyrasis effective July 1, 2009. *with the university's main office at 6965 Cumberland GAP Hwy. Harrogate, TN 37752*
 Membership provides access to Lyrasis services under the terms and conditions specified herein and as may otherwise be set forth by Lyrasis in written policies. Lyrasis provides access to shared knowledge and expertise, innovative products and services, and customized solutions members need to serve their communities effectively.

In joining Lyrasis, the Member agrees to:

- Abide by the Bylaws of Lyrasis (<http://www.lyrasis.org/Membership/Current%20Members/Governance/Bylaws.aspx>);
- Assume and pay promptly all financial obligations arising from membership and participation in services;
- Act in accordance with all terms and conditions of contractual agreements made by Lyrasis on Member's behalf, including master licenses when individually authorized by the Member;
- Maintain current awareness of Lyrasis member responsibilities, confidentiality, and policy issues. The Member's director or designee shall serve as its representative and shall have one vote in the annual election of Lyrasis Trustees and in any other matters decided by vote of the membership.

This Membership Agreement shall be executed by duly authorized representatives of the Member and Lyrasis and shall automatically renew annually on the first day of July, except as otherwise provided in the Bylaws.

Lincoln Memorial University Duncan School of Law

Lyrasis

Randy L. Eldridge

 Signature

Signature

Randy L. Eldridge

Kate Nevins

Vice President Finance/operations

Chief Executive Officer

Name and Title (Typed)

Name and Title (Typed)

5/12/09

Date

Date

Version 090401



LYRASIS

member staff contact list

Duncan School of Law Library Lincoln Memorial University
 Institution
 Gordon Russell
 Name of Person Completing Form

Membership Symbol (if known)
 May 6 2009
 Date

List the contacts for the 5 functions below, including the name, title, phone number, and email address of each.

Function	Name	Title	Phone	Email
Director	Gordon Russell	Associate Dean	865-524-5288 Ext. 7771	gordon.russell@lmunet.edu
Director's Admin Asst				
Lyrasis Main Contact				
Official Lyrasis Voting Rep	Gordon Russell	Associate Dean	865-524-5288 Ext. 7771	gordon.russell@lmunet.edu
Billing Account Admin	Pat Tennyson	Director Accts Payable	423 867-6286	Pat.Tennyson@Lmnet.EDU

List any additional contacts for your institution who should receive mailings, the weekly electronic Lyrasis News, and other communications from Lyrasis (feel free to attach additional sheets). Select the primary areas of interest for each name.

Name	Title	Phone	Email	Primary Areas of Interest (check all that apply) *															
				1	2	3	4	5	6	7	8	9	10						

* Primary Areas of Interest are: (1) Acquisitions, (2) Cataloging/Metadata/Collection Management, (3) Digitization/Preservation, (4) Education, (5) Administration/Management, (6) Reference, (7) Resource Sharing, (8) Serials/Resources, (9) Systems & Technology, (10) Other.

AquaBrowser®

March 18th, 2009

Gordon Russell
Lincoln Memorial University School of Law
6965 Cumberland Gap Parkway
Harrogate, TN 37752

Re: AquaBrowser Library Order Confirmation/Letter of Intent

Gordon:

Thank you for your recent decision to move ahead with your AquaBrowser Library order for Lincoln Memorial University School of Law. In order to satisfy your expectations and to review the items we discussed relevant to price, please take a moment to review the following line items and associated cost information for the project. The Software and Services Agreement and End User License Agreement (will be provided separately) and will define additional terms and scope of project deliverables.

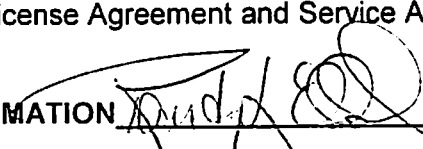
AquaBrowser Library Order Information - Price Proposal

Item	1 st Year Cost	2 nd Year and Ongoing Costs
Included Services:		
AquaBrowser Library Software License	\$44,480	\$ 13,280
• Initial License includes first-year Maintenance		
Included Options:		
• Library Web-Site Crawler		
• Federated Search Integration		
• MyDiscoveries Social Library Environment		
• LibraryThing Content for MyDiscoveries		
• Server Hosting		
TOTAL:	\$44,480	\$13,280

Payment terms: 100% of purchase due upon signing order confirmation, Software and Services Agreement and End User License Agreement.

The Software Service Agreement that you are reviewing, provides further details about our Agreement for the AquaBrowser products and services. The final Software Service Agreement and the End User License Agreement are incorporated by way of reference into this document. These three documents will constitute our Agreement to move forward with the project.

The Letter of Intent/Order Confirmation allows us to begin the process of scheduling, planning and taking the initial steps in installing your new AquaBrowser Library system. You will be contacted almost immediately by our implementation team to begin your installation and to review your planned implementation schedule. Our business office will forward the necessary invoices to you for payment once we receive the End User License Agreement and Service Agreement.

I AGREE TO THE ABOVE ORDER CONFIRMATION  (signature)

Printed Name: Randy L. Eldridge Title: VP Finance/Operations

Please contact me immediately if I have omitted any details. If you agree with the above, please sign and return FAX (scan and email) to me.

Again, thank you. We look forward to installing your new AquaBrowser Library system for the students, faculty and staff of Lincoln Memorial University School of Law!

Sincerely,

John Reynolds

John Reynolds
Fax 206-299-9707
Email: john@serialssolutions.com

Lincoln Memorial University Pricing Proposal - 2009

Product	Subscription	One-time Set up fee	
360 MARC Updates for E-Journals	\$7,700	\$385	} 1 time
360 MARC Updates for E-Books	\$7,700	\$385	
360 Search (up to 50 databases)	\$9,614	\$481	
360 Core (AtoZ)	No Charge with purchase of any 360 Product above		

Annual

AquaBrowser Library* + 1st Year Maintenance + Server Hosting \$44,480 *1 time*
 Year 2 Maintenance (and future years) \$13,280
 *includes MyDiscoveries, Federated Search integration, Dedicated Web crawler, and authority file.

Annual

Pricing includes the SOLINET 20% Discount.

H.I. priority

Serials Solutions Terms and Conditions

If you are the representative of your institution or organization, all references to "you" in this Agreement refer to the entity that you represent. By accessing or using the product(s) you agree that you and your Authorized Users are bound by these terms and conditions.

1) License:

- a) Subject to the terms of this Agreement, Serials Solutions ("Serials Solutions"), a business unit of ProQuest LLC, hereby grants you a non-exclusive, non-transferable license to have access to and use the on-line or electronic format-based products and services including but not limited to any reports, updates and other materials provided by Serials Solutions to you as listed in the attached Order Form, attached invoice or accepted purchase order (the "Services"). You do not acquire any ownership interest or rights in the Services and associated materials and all such rights and interests remain in Serials Solutions and its licensors. This License is granted to you at your principal location for the type(s) of access as specified on the Order Form and any authorized sites or users as defined below.
 - b) The Services are licensed solely for you and your Authorized Users' internal use. The term "Authorized User" means: (1) you at your principal location and any branch libraries that share a single collection of full-text electronic format journal holdings through a common database subscription; (2) you and any of your branch libraries that share identical access interfaces through the Services and (3) with respect to products intended for use directly by patrons, "Authorized Users" means employees, independent contractors and other temporary workers while performing duties within the scope of their employment or assignment with your organization as well as customary and usual library patrons. As used herein, the phrase "customary and usual library patrons" means - (a) for public libraries: library staff, individual residents of a reasonably defined geographic area in addition to walk-in patrons while on-site; and (b) for schools and academic institutions: currently enrolled students, faculty and staff in addition to walk-in patrons and visiting scholars while on-site. You may provide remote access to the Services to Authorized Users through the use of IP address verification or other secure method of user verification. You will immediately notify Serials Solutions if you believe one or more of your secure access method(s) is being misused.
 - c) You will limit use to the customary services provided to your patrons and staff. Except for providing public access to your catalog holdings, you will not re-distribute the materials retrieved from the Services or provide access to the Services to other libraries or third parties either directly or indirectly, unless specifically authorized by Serials Solutions. You will not publish, broadcast or sell any materials retrieved through the Services or use the materials in any manner that will infringe the copyright or other proprietary right of Serials Solutions or its licensors. You represent and warrant to Serials Solutions that you will not use the Services or any material retrieved from the Services to create products or perform services which compete or interfere with the products or services of Serials Solutions or its licensors without express permission from Serials Solutions. You may not use the Services to execute denial of service attacks nor may you perform automated searches against Serials Solutions' systems to the extent such searches unduly burden such systems (including, but not limited to automated "bots", link checkers or other scripts). You may not use the Services to violate the terms and conditions of use applicable to other licensed databases.
- 2) **Services and Your Cooperation.** You will be responsible for cooperating with Serials Solutions by providing information that is reasonably necessary in order for Serials Solutions to deliver the Services or any component of the Services to you. Serials Solutions shall use this information solely to provide the Services to you and to inform you of additional or new Services available from Serials Solutions. You may make changes to the kinds of reports you receive by making adjustments within Serials Solutions' online client center. You may request modifications to the scope of any of the Services you receive by submitting your request to Serials Solutions in writing detailing your requested changes.
- 3) **Servers.** Serials Solutions will use commercially reasonable efforts to provide those products and services hosted on Serials Solutions' servers on a continuous basis and free from viruses or other harmful software. Neither Serials Solutions nor its licensors shall be liable or deemed in default of this Agreement for any failure or delay or interruption in the on-line Services or any failure of any equipment or telecommunications resulting from any cause or circumstance beyond the reasonable control of Serials Solutions.

- 4) **Fees and Payments.** You will pay the fees for the Services as shown on the applicable Order Form, attached invoice, or accepted purchase order. You will pay the fees for the Services within thirty (30) days of your receipt of the Serials Solutions invoice.
- 5) **Term and Termination.**
 - a) For subscription based Services, this Agreement shall continue until the Expiration Date listed on the Order Form, an attached invoice or an accepted purchase order to this Agreement or, if the subscription is renewed, until the new Expiration Date. The license granted under this Agreement shall continue for the term specified unless earlier terminated upon your breach of this Agreement. Serials Solutions may suspend delivery of Services to you if you fail to comply with your obligations under this Agreement and Serials Solutions can pursue any other legal remedy available to it.
 - b) You may retain the most recent version of any data supplied in electronic format (whether FTP, CD-ROM or other form of delivery) to you during your subscription term. All use of the data after subscription expiration is subject to the license granted under this Agreement. If you breach any term of this Agreement, Serials Solutions may, in addition to its other legal rights and remedies, terminate the license granted and upon written notice of such termination you shall certify the destruction of all copies of the Product(s) in your possession, including the data as well as any downloaded copies of any reports, software or other materials provided by Serials Solutions.
- 6) **Proprietary Rights.** All intellectual property rights, including without limitation, trade secrets, copyrights and patent rights to any software, materials, databases or hardware supplied to you by Serials Solutions will remain the sole property of Serials Solutions or its licensors, and no title or license right is granted to you except as expressly set forth in this Agreement.
- 7) **Additional Materials.** From time to time during the term of this Agreement, Serials Solutions may add, delete or modify information, databases, materials, capabilities or services to the Services. All such information, databases, materials, capabilities and services shall be subject to the terms and conditions of this Agreement at the time they are added to the Services.
- 8) **Hardware and Software.**
 - a) Serials Solutions may designate that certain hardware and software are capable of operating compatibly with the Services, but such designation means only that the hardware or software appears to meet the necessary requirements of the Services. SERIALS SOLUTIONS SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR DETERMINING THE COMPATIBILITY OF ANY HARDWARE OR SOFTWARE NOT SUPPLIED BY SERIALS SOLUTIONS WITH THE PRODUCTS AND PROVIDES NO WARRANTY WITH RESPECT TO THE OPERATION OF SUCH HARDWARE OR SOFTWARE WITH THE PRODUCTS.
 - b) You are responsible for local telecommunication connections if they are needed and the charges therefore.
- 9) **Limited Warranty and Disclaimer of Warranty.** Serials Solutions warrants that it has all rights necessary to enter into this Agreement and to provide the Services to you.
EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, THE PRODUCTS AND ALL EQUIPMENT AND SOFTWARE PROVIDED BY SERIALS SOLUTIONS TO YOU ARE PROVIDED "AS IS" AND "AS AVAILABLE." THE WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR DAMAGE OR DELETED DATA FROM ANY LIBRARY OPAC OR OTHER SYSTEM. WITHOUT LIMITING THE FOREGOING, NEITHER SERIALS SOLUTIONS NOR ANY PROVIDER OF INFORMATION OR SOFTWARE IN THE PRODUCTS WARRANTS THE USE OF THE PRODUCTS OR THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR MAKES ANY WARRANTY AS TO THE AVAILABILITY OF THE PRODUCTS, THE ACCURACY, TIMELINESS OR COMPLETENESS OF THE INFORMATION OR THE RESULTS OF LICENSEE'S USE OF THE PRODUCTS, THE SOFTWARE OR THE PRODUCTS, EVEN IF ASSISTED BY SERIALS SOLUTIONS.
- 10) **Limitation of Liability.** THE MAXIMUM LIABILITY OF SERIALS SOLUTIONS AND ITS LICENSORS, IF ANY, UNDER THIS AGREEMENT, OR ARISING OUT OF ANY CLAIM RELATED TO THE PRODUCTS, FOR DIRECT DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY SERIALS SOLUTIONS FROM YOU HEREUNDER IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL SERIALS

SOLUTIONS OR ITS LICENSORS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES RELATED TO THE USE OF THE PRODUCTS OR SERIALS SOLUTIONS'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF WHETHER SERIALS SOLUTIONS OR ITS LICENSORS ARE NEGLIGENT. YOU ACKNOWLEDGE THAT THE FORGOING LIMITATION OF LIABILITY REPRESENTS BARGAINED-FOR ALLOCATIONS OF RISK, AND THAT SERIALS SOLUTIONS' FEES, CHARGES AND COSTS HEREUNDER REPRESENT ALLOCATIONS OF SUCH RISK.

11) **Miscellaneous.**

- a) **Assignment.** You may not assign this Agreement or any right granted hereunder without the prior written consent of Serials Solutions, which consent shall not unreasonably be withheld.
- b) **Taxes.** You are responsible for any sales, use, VAT, personal property or other local taxes (except those based on Serials Solutions' income) or import duties imposed on the Services.
- c) **Waiver.** Failure of either party to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce any such or other provisions of this Agreement.
- d) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter and supersedes any and all previous and contemporaneous understandings or agreements between the parties with respect to the same subject matter. The terms of your Purchase Orders, if any, are for your convenience and do not supersede any term or condition of this Agreement. The translation of this Agreement, if any, is for your convenience. In the event of any conflict of interpretation, the English language version shall control.
- e) **Severability.** If any provision of this Agreement is found invalid or unenforceable pursuant to a decree or decision of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- f) **Governing Law.** The Agreement shall be construed according to the laws of the State of Michigan, without application of its conflict of laws provisions.
- g) **Effective Date.** This Agreement shall be effective on the Subscription Start Date listed on the Order Form or, for on-line Services, as of the first date on which access to any part of the applicable Services is provided to you, including the date upon which access is provided to you for the purposes of beginning any customization and/or implementation as may be necessary to allow use of the particular Service by or for the benefit of your Authorized Users.
- h) **Confidentiality.** You are hereby acknowledge that in the course of activities under this Agreement you may have access to non-public and proprietary information which relates to Serials Solutions' marketing, business, and technology (the "Confidential Information"). You agree to:
 - a) preserve and protect the confidentiality of Solutions' Confidential Information; and
 - b) refrain from using Serials Solutions' Confidential Information except as contemplated herein.

AquaBrowser Library Software & Services Agreement
For Lincoln Memorial University ~~School of Law~~
Project Code: LMU1

This AquaBrowser Library Software and Services Agreement, including the attached Price Quote and the Medialab AquaBrowser End User License ("EULA") provided separately (collectively, this "Agreement") is between Medialab Solutions BV ("Medialab") with offices at Modemstraat 8, 1033 RW Amsterdam, The Netherlands, a subsidiary of R.R. Bowker LLC, with offices at 630 Central Avenue, New Providence, New Jersey 07974, United States on the one hand, and Lincoln Memorial University ~~School of Law~~, 6965 Cumberland Gap Parkway, Harrogate, TN 37752 (the Customer) on the other hand.

This Agreement describes the license, implementation, support and maintenance of AquaBrowser Library ("ABL") offered to Customer by Medialab according to the following project details and project deliverables ("Project").

Project Components

By its signature below, Customer orders the Project and acquires the right to use ABL software as described in the EULA. Medialab provides installation, training, and other components and/or implementation services itemized in the attached Order Confirmation. Ongoing software support and maintenance services are provided on an annual basis.

Project Procedure

When ABL is hosted at Customer site, Customer makes its server available for Medialab to log in via Remote Desktop. Medialab then verifies the server, installs ABL software components, imports a copy of the library catalog into ABL and indexes it on the ABL server. Profile and other details provided by Customer are entered in the system. The first deliverable is a "proofing site" which contains the library's bibliographic data. Once the proofing site is delivered, the settings per the library's completed Implementation Workbook will be configured. The final delivery consists of a fully functioning implementation according to Customer specifications in the Implementation Workbook. The Customer is free to launch the ABL website any moment after final delivery for live operation.

Technology and Design

Medialab makes use of the latest versions of ABL core technology components. ABL takes full advantage of Windows Server technology. The ABL web application supports all commonly used web browsers, including Internet Explorer, Safari, Firefox, etc. ABL uses Flash to display an animated word cloud; where Flash is not installed ABL displays a simple text version of word suggestions. The user interface is optimized for common screen resolutions of 1024x768 or larger.

Hardware Requirements:

Hosting services provided by Serials Solutions as specified in Price Proposal and Signed Order Confirmation.

Project Management

A Project Manager from the AquaBrowser North America team will be assigned to the library. The library's project will be managed through GroupHub, AquaBrowser's web-based implementation tool.

Project Deliverables

Stage 1: Project start. At order signature, if ABL is hosted at Customer site, Customer makes its server available for Medialab to log in via Remote Desktop. Server verification, ABL software components installation, importing a copy of the data sets and/or library catalog into ABL and indexing.

Stage 2: First Deliverable. MARC data is provided by the library and loaded according to AquaBrowser best practices for the library's type and size.

Stage 3: Final Delivery. Final profile and parameter configuration per the library's completed Implementation Workbook. Installing and tuning of all components. Review, fine-tuning, profile and parameter decisions. The process is done in close cooperation with Customer. Training for library public service and cataloging staff; training for library system administration and operations staff.

Remote Access

When ABL is hosted at Customer site, Medialab requires Remote Desktop access to Customer server to perform installation and support services. This is essential during the initial implementation and on an ongoing basis to provide maintenance and support services. Medialab can work with VPN if Customer security policies require this.

Project Costs

The Price Proposal lists one-time ("Year 1") charges as well as recurring annual charges ("Year 2"). The base software license, add-on modules, and implementation services are one-time charges. Support and maintenance on the base software license, subscription licenses on data begin at Final Delivery. Annual renewal of support and maintenance on base software, as well as support and maintenance on add-on modules, recurs on the anniversary of that date.

Project Timeline and Payment Schedule

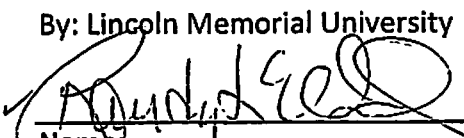
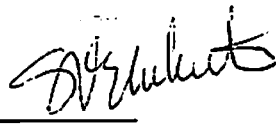
The project will start and proceed at a schedule to be mutually agreed upon by the parties.

Final delivery is expected within determined date of Project Start. The payment schedule is net 30 receipt of initial invoice for amount of order.

- 100% of total will be invoiced upon order confirmation
- Terms net 30

Accepted and Agreed

By: Lincoln Memorial University

 
Name: Randy L. Eldridge

Title: V. P. Finance/Operations

4/3/09
Date

Medialab AquaBrowser® End User License

This Medialab AquaBrowser® End User License ("EULA") is between the company on behalf of which a License to use AquaBrowser Library has been purchased ("Client") and Medialab Solutions B.V., with offices at Modemstraat 2B, 1033 RW Amsterdam, The Netherlands, a wholly owned subsidiary of R.R. Bowker LLC, with offices at 630 Central Avenue, New Providence, New Jersey 07974, United States ("Medialab").

The parties agree as follows:

1. Agreement

"Agreement" means, collectively, (i) the AquaBrowser Library Software & Services Agreement signed by Client, (ii) the Price Quote accompanying the AquaBrowser Software & Services Agreement and (iii) this EULA. The terms and conditions specified in this EULA apply to the Agreement.

2. License and Permitted Use

- 2.1 "AquaBrowser® Library" means the valuable and proprietary information product developed by Medialab that enhances the search and display capabilities of its subscribers' information systems and catalogs and includes AquaBrowser® Library Software ("Software"), the valuable and proprietary computer instruction set developed by Medialab to access and display content in AquaBrowser Library and in subscribers' online public access catalogs.
- 2.2 The License granted herein is delivered either by Medialab itself or by one of its resellers and will be deemed accepted by Client upon ready-to-use delivery of AquaBrowser Library. By installing AquaBrowser Library, Client agrees to be bound by the terms of this Agreement. If Client does not agree to the terms of this Agreement, Client should *not* install or Use AquaBrowser Library. .
- 2.3 Subject to the terms of this Agreement, Medialab grants to Client a non-exclusive, non-transferable License to Use the AquaBrowser Library. "Use" means that Client may install AquaBrowser Library on the permanent memory of a unique device, load it into the computer's temporary memory and apply AquaBrowser Library in accordance with the terms and conditions of this Agreement for Client's own use only.
- 2.4 After installation of one copy of AquaBrowser Library pursuant to this Agreement, Client may keep the original medium on which Medialab or its resellers provided AquaBrowser Library solely for archival purposes or reinstallation of AquaBrowser Library on the same computer on which AquaBrowser Library was previously installed.
- 2.5 Client may Use AquaBrowser Library for the creation of Client's AquaBrowser Library Website. An AquaBrowser Library Website means a representation of the Client's library title catalogue and optionally intranet or Internet pages and/or documents (text files, Adobe® pdf-files, Microsoft® Word documents, Rich Text Format files) and/or textual information from other sources, stored and organized in an AquaBrowser Library Index ("IGOR"). Client may add documents to IGOR but

Client acknowledges that this index cannot and may not contain more than 15 GigaByte of textual information.

- 2.6 Client may Publish one (1) AquaBrowser Library Website on one unique domain address. "Publishing/Publish" means giving access to AquaBrowser Library publishing software and the underlying IGOR database to an unlimited number of Internet/ intranet users.
- 2.7 Without Medialab's prior written consent the functionality of AquaBrowser Library may not be used in any way other than as an integral part of AquaBrowser Library and may only be executed through the AquaBrowser Library interface program.
- 2.8 All references in this Agreement to AquaBrowser Library shall include all upgrades or updates thereto and Use of such updates are governed by the terms and conditions of this Agreement.
- 2.9 Client will be responsible for the selection, the implementation, the use and proper application, including the interoperability of the AquaBrowser Library and Software with other technology components to be provided by Medialab. The Client is also responsible for adequate data security, including without limitation, organizational measures required to protect data.

3. Restrictions

Except as otherwise provided for in this Agreement, Client represents that it shall not, nor shall it permit its employees, agents, users or any other third party to:

- 3.1 translate, reverse engineer, disassemble, decompile, make any other attempt to discover the source, or in any other way modify the AquaBrowser Library program code;
- 3.2 remove any proprietary notices, labels or marks placed upon AquaBrowser Library;
- 3.3 utilize any computer hardware or software designed to defeat any protection device contained in or placed upon AquaBrowser Library;
- 3.4 copy the written documentation or print the electronic documentation, other than strictly for Client's own personal Use of AquaBrowser Library under this Agreement;
- 3.5 sublicense, rent, lend, lease or transfer in any other way any portion of AquaBrowser Library;
- 3.6 Use AquaBrowser Library in more than one medium, regardless of the type, size or number of media in which AquaBrowser is supplied to Client. (For the avoidance of doubt, Client may use only one medium that is appropriate for Client's single computer, and may not use the other medium for another computer);
- 3.7 open, access, edit or modify the IGOR-index in any way other than through normal Use of AquaBrowser Library;

- 3.8 separate parts of AquaBrowser Library and use all or any parts of Software separately and/or in combination with other software;
- 3.9 communicate the contents of AquaBrowser Library to any third party or permit or allow any third party to use the contents of AquaBrowser Library or any parts thereof to produce other software products or to make copies of AquaBrowser Library.

4. Term and Termination

- 4.1 The Term of this Agreement shall commence on the date the AquaBrowser Library Software & Services Agreement is signed by Client and shall continue indefinitely until terminated pursuant to this Agreement.
- 4.2 This Agreement may be terminated by either party if any of the following events shall occur: (i) by the terminating party if the other party shall breach any material term or covenant of this Agreement, and such material breach shall continue uncured for thirty (30) days after written notice thereof from the non-breaching party detailing such material breach; (ii) by the terminating party if a petition in bankruptcy shall be filed either voluntarily or involuntarily in connection with the other party, or if the other party shall be adjudicated insolvent by any court, or if a trustee or a receiver of a substantial portion of any property of the other party shall be appointed in any suit or proceeding by or against such party, or if the other party shall make an assignment for the benefit of creditors or shall seek or obtain the benefit of any bankruptcy or insolvency act; or (iii) as provided in Sections 5.6 and 7.3 herein.
- 4.3 Either party may terminate this Agreement if the parties cannot mutually agree to pricing for ongoing licensing, implementation, support and maintenance of AquaBrowser Library.
- 4.4 Medialab may immediately terminate this Agreement and the License to Use granted herein due to Client's unauthorized Use or copying of AquaBrowser Library and/or documentation and Client's failure to comply with the restrictions specified herein.
- 4.5 In the event of termination of this Agreement for any reason, the License to Use the AquaBrowser Library shall terminate and Client shall (i) immediately stop using AquaBrowser Library; (ii) remove all Software components from the system it is used on; and (iii) certify in writing to Medialab that it has complied with the provisions in this Section.
- 4.6 In the event that this Agreement is terminated or suspended due to no fault of Medialab, Medialab shall be entitled to charge Client for any costs in relation with said termination or suspension, including without limitation, costs related to third party agreements Medialab entered into in order to perform its obligations under this Agreement.

5. Services

- 5.1 Medialab may supply Client with certain services, including standard support and maintenance services, or other services including without limitation applicability investigations, instruction for and assistance in installing the Software on Client's

servers, configuring the Software for Client, implementation of modules, consultation, and system analysis ("Services") as specified in the AquaBrowser Library Software & Services Agreement. Services will commence as soon as the related payments have been made.

- 5.2 Medialab will exercise due care in providing the Services in accordance with the arrangements and procedures agreed upon in writing and will provide the Services in a commercially reasonable manner.

6. Fees, Payments

The fees due for Software licenses, products and/or Services to be provided by Medialab, and the invoicing and payment schedule for same are specified in the AquaBrowser Library Software & Services Agreement and Price Quote. All prices are subject to applicable taxes. All fees will be invoiced by Medialab as specified in the AquaBrowser Library Software & Services Agreement and Price Quote. Payment is due 30 days following the invoice date, unless specified otherwise in the AquaBrowser Library Software & Services Agreement or the invoice itself.

7. Medialab Warranties, Disclaimers, Limitation of Liability, Indemnification

- 7.1 Medialab warrants and represents that it has the full right, power and authority to enter into this Agreement and to grant all rights and interests as contemplated hereunder, and there is nothing known to Medialab which would prevent it from performing its obligations under the terms hereof. Medialab warrants and represents that to its knowledge AquaBrowser Library and its License in accordance with the terms herein does not infringe upon, violate or misappropriate any patent, copyright, trade secret, trademark or any other proprietary right of any third party. Medialab warrants that AquaBrowser Library will perform substantially the functions as described on the Medialab website located at www.medialab.nl.
- 7.2 EXCEPT FOR THE WARRANTIES SPECIFIED IN SECTION 7.1 ABOVE, AQUABROWSER LIBRARY IS DELIVERED TO CLIENT AND ACCEPTED BY CLIENT "AS-IS" AND WITH ALL FAULTS WITHOUT WARRANTY OF ANY KIND. MEDIALAB MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MEDIALAB MAKES NO WARRANTIES OR REPRESENTATIONS THAT (I) AQUABROWSER LIBRARY WILL FUNCTION WITHOUT ANY INTERRUPTIONS OR ERRORS OR (II) ALL ERRORS WILL BE REPAIRED OTHER THAN IN THE CONTEXT OF THE PRESENT WARRANTY. NO PERSON, WHO WORKS FOR AND/OR REPRESENTS MEDIALAB AND/OR SELLS OR PROMOTES AQUABROWSER LIBRARY IS AUTHORIZED TO GIVE ANY OTHER WARRANTY.
- 7.3 In case of a blocking error in the execution or reproducible deviations from the functional specifications of AquaBrowser Library, Medialab will repair such defects free of charge for a period of two (2) months following the final delivery date, provided, however, that Medialab will be entitled, at its own discretion, to terminate the License and offer Client a pro-rated refund for the License fees paid instead of repairing the defects.

- 7.4 Medialab's obligation as described in Section 7.3 above to repair possible blocking errors in the AquaBrowser Library will lapse, taking immediate effect, if AquaBrowser Library has been altered, modified or translated or has otherwise been multiplied, other than to make copies for daily loading, display and application.
- 7.5 Medialab shall have no obligation to repair defects in the Software caused by user mistakes, or use of hardware, system software or other products or services supplied or rendered by third parties or caused by other causes that cannot be attributed to Medialab.
- 7.6 Medialab shall defend, hold harmless and indemnify Client from any liability and expense (including, without limitation, reasonable attorney's fees) imposed upon Client as a result of any third party claim that AquaBrowser Library infringes any intellectual property right, including know how, of any third party, provided that Medialab is promptly notified of any such claim in writing and is given full authority to act in the ensuing proceedings.
- 7.7 EXCEPT WITH RESPECT FOR CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT PURSUANT TO SECTION 7.1 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MEDIALAB BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT (INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), OR OTHER LOSSES OF ANY KIND ARISING IN CONNECTION WITH THIS AGREEMENT OR ARISING FROM THE USE OR INABILITY TO USE AQUABROWSER LIBRARY, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE, WHETHER SUCH DAMAGES ARE DEEMED TO RESULT FROM THE FAILURE OR INADEQUACY OF ANY EXCLUSIVE OR OTHER REMEDY OR WHETHER MEDIALAB HAS BEEN ADVISED OF SUCH DAMAGES. IN NO EVENT WILL MEDIALAB BE LIABLE FOR ANY AMOUNT GREATER THAN THE AMOUNT CLIENT ACTUALLY PAID FOR AQUABROWSER LIBRARY FOR THE TWELVE (12) MONTHS PRECEDING THE FILING OF THE RELEVANT CLAIM. CLIENT HEREBY RELEASES MEDIALAB FROM ANY AND ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF SUCH LIMITATION. THESE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS APPLY REGARDLESS OF CLIENT'S ACCEPTANCE OF AQUABROWSER LIBRARY.

8. Property Rights

All right, title and interest in and to AquaBrowser Library and all components thereof, including without limitation, the Software, documentation and any and all new versions, releases, or modifications thereof, are owned by and shall remain with Medialab or its suppliers and licensors and are protected by law. This Agreement shall not grant to Client or any other third party, any right of ownership therein.

9. Client Obligations, Warranties and Indemnification

- 9.1 Client warrants and represents that it has the full right, power and authority to enter into this Agreement and grant all rights and interests as contemplated hereunder, and there is nothing known to Client which would prevent it from performing its obligations under the terms hereof.
- 9.2 Client assumes responsibility for the selection of AquaBrowser Library to achieve Client's intended business results and for the proper use and results obtained from use of AquaBrowser Library.
- 9.3 The Client will provide Medialab, in a timely manner, with access to Client's server via remote desktop login or other manner as agreed.
- 9.4 The Client will provide Medialab, in a timely manner, with the relevant and necessary data or other information required for Medialab's performance under this Agreement.
- 9.5 In the event Client supplies Medialab with data files or software of third parties to be used in connection with this Agreement and AquaBrowser Library, Client warrants and represents that it has acquired all rights necessary to multiply, reproduce and (re)use such data files or software. Client shall supply any such third party data files or software at Client's own expense, and with no cost to Medialab.
- 9.6 Client shall defend, hold harmless and indemnify Medialab from any liability and expense (including, without limitation, reasonable attorney's fees) imposed upon Medialab as a result of any third party claim that Medialab's use of any third party data files or software provided by Client to Medialab pursuant to this Agreement infringes any intellectual property right, including know how, of any third party, provided that Client is promptly notified of any such claim in writing and is given full authority to act in the ensuing proceedings.

10. Client Holdings

- 10.1 "Client Holdings" means Client's bibliographic and library holdings information and any updates or reloads thereto. Client acknowledges and understands that in order to use the AquaBrowser® Library, Client shall provide Medialab with an electronic copy of the Client Holdings and periodic reloads or updates of the Client Holdings. Medialab shall temporarily store the Client Holdings in order to build a customized set of indexes based on Client's library catalog.
- 10.2 Client hereby grants to Medialab permission to perform analyses Client Holdings on behalf of Medialab's parent company, R.R. Bowker LLC ("Bowker"). Such analyses may include, without limitation, comparing Client Holdings against Bowker's databases in order to identify titles or publishers missing from Bowker's databases.
- 10.3 Facts derived from the analyses of Client Holdings may be combined with facts derived from the analyses of the holdings information of other AquaBrowser® Library subscribers and may be used to create reports or information sets relating to holdings in the library market. Bowker may publish such reports and information sets as part of Bowker's bibliographic and business intelligence products and services provided that

such analyses will be provided only in the aggregate. (By way of example, such reports could include lists of titles held by a majority of libraries in a certain geographic area, or a ranking of the most held titles in a particular subject). Neither Medialab nor Bowker shall publish, display, or distribute Client-specific holdings information in isolation or identified by Client.

11. Miscellaneous

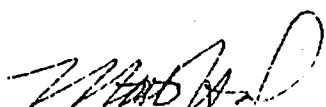

- 11.1 Notices.** All notices and other communications under this Agreement, including without limitation any amendments, shall be in writing and shall be addressed to such party at the physical address or email address or facsimile number set forth in the AquaBrowser Library Software & Services Agreement and/or the Price Quote.
- 11.2 Assignment.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective permitted successors, trustees, and assigns. Client may not transfer or assign this Agreement without the prior written permission of Medialab. Medialab may assign or transfer this Agreement in whole or in part to any entity under the common control of its ultimate parent company or to any entity which shall succeed to all or substantially all of the assets, liabilities and goodwill of that party.
- 11.3 Entire Agreement.** This Agreement, including (i) the AquaBrowser Library Software & Services Agreement signed by Client, (ii) the Price Quote accompanying the AquaBrowser Software & Services Agreement, (iii) this EULA and (v) any Attachments annexed hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations and understandings, oral or written. Only an instrument in writing duly executed by both parties may modify this Agreement.
- 11.4 Waiver.** Any waiver of any right or default hereunder shall be effective only in the instance given and shall not operate as or imply a waiver of any similar right or default on any subsequent occasion.
- 11.5 Enforceability.** If any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable, the same shall not effect any other provision of this Agreement.
- 11.6 Escrow.** Upon request and cost of the Client, in order to guarantee the continued use of the Software in the event that Medialab should go into liquidation or cease to exist, for whatever reason, and upon request of the Client, Medialab will deposit the Software at a Dutch depositary to be appointed by Medialab.
- 11.7 Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey of the United States of America, without reference to the principles of choice of laws thereof.

Serials Solutions

Serials Solutions Order Form

This Order Form, together with the attached Serials Solutions Terms and Conditions (collectively, the "Agreement") is by and between ProQuest LLC, a Delaware limited liability company, through its Serials Solutions business unit ("Serials Solutions"), and the subscribing institution named below ("Licensee"), and is made as of the date of Licensee's signature below (the "Effective Date"). By signing below you certify that you have read and agree to these terms and the attached Serials Solutions Terms and Conditions. You further certify that you are authorized to sign this Agreement on behalf of the Licensee and are authorized to commit the Licensee to be bound by this Agreement. Please return a fully completed and signed copy of this Order Form to Serials Solutions via fax at (206) 299-9707 or via mail at the address below.

rev. 12.03.08/2A1

Authorization by ProQuest LLC, through Serials Solutions (Licensor):		Institution: Lincoln Memorial University	
Signature: <u></u> Duty Authorized Signature		(for School of Law) Authorization by Customer (Licensee):	
Print Name: <u>Matt Hall</u>		Signature: <u></u> Duty Authorized Signature	
Title: <u>Director of Sales</u>		Print Name: <u>Lincoln Memorial University</u> <u>Randy L. Eldridge</u>	
Date Signed: <u>4-23-09</u>		Title: <u>V.P. Finance/Operations</u>	
Address: <u>501 N. 34th St.</u> <u>Suite 400</u> <u>Seattle, WA 98103-8845</u>		Date Signed: <u>4-13-09</u> Address: <u>6965 Cumberland Gap</u> <u>Harrrogate, TN</u> <u>37752</u>	

Service Ordered	Subscription Term		
	Start	End	Cost
360 MARC for E-Journals	04/09	09/10	\$7,700
One-time MARC E-Journals set up fee	04/09	09/10	\$385
360 MARC for E-Books	04/09	09/10	\$7,700
One-time MARC E-Books set up fee	04/09	09/10	\$385
360 Search (up to 50 Databases)	04/09	09/10	\$9,614
One-time 360 Search set up fee	04/09	09/10	\$481

Additional Elements - 360 Core is included for free. All services include a 20% SOLINET discount. Library will be invoiced by SOLINET.

Request for Access to Certain Public Records Databases on Westlaw (Corporate & Solo Law Firm Subscribers)

WHEREAS Subscriber desires access to additional Public Records Databases on Westlaw;
WHEREAS the Public Records Databases on Westlaw are highly regulated in use and distribution;

NOW THEREFORE, in addition to the certifications that Subscriber has made in its Westlaw Subscriber Agreement with West, a Thomson Reuters business ("West"), specifically the paragraph regarding Usage Restrictions, the undersigned (on behalf of Subscriber) further certifies that:

Subscriber desires to access the following Public Records Databases on Westlaw: PEOPLE-CH and/or CREDIT-HEADER, CREDITHEADER-XX (XX= state abbreviation, e.g. MN)

Subscriber is NOT one of the following types of companies/entities:

- Investigative companies including private investigators and detective agencies Bail Bond Companies
- Asset Location Services
- Dating Services
- Internet People Locator Services
- Adoption Search Firms
- Diet Centers
- Credit Clinics, credit repair companies, and credit counseling firms
- Media Agencies, news agencies, and journalists
- Future Services (i.e., health clubs, timeshares, continuity clubs, etc.)
- Company involved and/or associated with inappropriate adult content web sites and/or adult-type web services.
- Business or individual involved in credit fraud or other unethical business practices
- Business or individual involved in illegal activity, such as identity theft, harassment or stalking
- Library, Association or other entity providing access via Public Terminals
- Prison or Correctional Facility
- Companies on an Alert List
- Businesses Operating out of a residence
- Condominium/Homeowners Associations

This list is not allowed to be edited or redlined in any manner due to contractual compliance purposes.

Subscriber's use of the data is limited by the Gramm-Leach-Bliley Act (15 U.S.C.A. 6801 et. seq.) and can only be used for specific non-FCRA (Fair Credit Reporting Act) purposes. Please indicate below (check box) what permitted use(s) will apply to your research needs:

- Compliance with federal, state or local laws, rules & other legal requirements
- Fraud prevention
- Beneficial interest of the consumer
- In accordance with written instruction of the consumer
- Skip tracing on collection transaction of a consumer account

Subscriber will only be granted access to Public Records Databases on Westlaw if Subscriber's credentials can be verified in accordance with West's internal credentialing procedures. If at any time Subscriber no longer meets West's credentialing procedures, West may terminate Subscriber's Westlaw Subscriber Agreement and access to Westlaw. Subscriber shall notify West immediately of any changes to the information provided herein including but not limited to change in ownership of Subscriber's company, change in company name or address or change in business type.

SUBSCRIBER (ACCOUNT NAME): _____

EXECUTED BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

BUSINESS E-MAIL ADDRESS: _____

WEST ACCOUNT NUMBER#: _____

(i.e. 10000000000) [West Internal Use]

Westlaw

**WESTLAW® TEMPORARY ACCESS AGREEMENT
FOR EDUCATIONAL INSTITUTIONS**

AGREEMENT entered into between Lincoln Memorial University — ~~Duquesne School of Law~~ ("Licensee") and West, a Thomson Reuters business ("West") regarding Westlaw, as follows:

1. License.

a. **Grant.** West hereby grants Licensee, at no charge, up to 10 Westlaw passwords and a non-exclusive, non-transferable, limited license to access Westlaw. Westlaw consists of various West-owned and third party databases, services, functions and remotely-accessed gateways (all of which may be referred to as ("Features") which may change from time to time. Access to certain Features may be restricted at anytime by West. Licensee is licensed to use data made available to Licensee on Westlaw ("Data," which includes "Downloaded Data" as defined below) solely in the regular course of legal and other research and related work. Certain Features are licensed subject to paragraph 2 below or subject to Additional Terms (as defined below), all of which take precedence over the license granted in this paragraph 1(a). Except as otherwise provided with respect to certain Data, the license includes the right to download and temporarily store insubstantial portions of Data ("Downloaded Data") to a storage device under Licensee's exclusive control solely (i) to display internally such Downloaded Data and (ii) to quote from such Downloaded Data (appropriately cited and credited) by electronic cutting and pasting or other means in work product created by Licensee in the regular course of its research and work. Licensee may also create printouts of Data for internal use and for distribution to third parties if such third parties agree not to further distribute the printouts.

b. **Limitations.** Licensee may not copy, download, store, publish, transmit, transfer, sell or otherwise use the Data, or any portion of the Data, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with West's prior written permission, or (iii) if not expressly prohibited by this Agreement or by the Additional Terms, as allowed under the fair use provision of the Copyright Act (17 U.S.C. §107). Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in Licensee's work product. Licensee shall not sell, license or distribute Data (including printouts and Downloaded Data) to third parties or use Data as a component of or as a basis for any material offered for sale, license or distribution. Use of Data contained in West's Legal Directory to create mailing or marketing lists for commercial purposes or for distribution to third parties is prohibited.

c. **Rights in Data.** Except for the license granted in this Agreement, all right, title and interest in Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors ("Contributors") of Data.

d. **Additional Terms and Conditions.** Certain Features are governed by terms and conditions which are different than those set forth in this Agreement ("Additional Terms"). Licensee will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online or by such other means as West may determine. Additional Terms may be modified effective upon West giving Licensee notice (in writing, online or otherwise) of the modification. By using Features governed by Additional Terms, Licensee agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement.

2. **West-Proprietary Data License.** Licensee may, via Westlaw functionality, direct West to transmit West-proprietary documents (i.e., documents not licensed from third parties) in electronic format to internal user(s) or to a third party who is an individual if such third party agrees not to further disseminate such documents. Licensee acknowledges its responsibility in assuring compliance with the foregoing by any third party to whom Licensee transmits West-proprietary documents pursuant to the preceding sentence. Direct transmission of electronic copies by Licensee is prohibited, except as provided in the electronic brief terms set forth herein. West further grants a non-exclusive, non-transferable, limited license to individual Westlaw users within Licensee entities to store and use West-proprietary Downloaded Data (as defined above) in a searchable database maintained in connection with an ongoing project of the user

("Project Database"). Such database must consist preponderantly of user's work product with access limited to those internal users actively working on the project. The West-proprietary Downloaded Data may be maintained in the Project Database so long as the project remains active or until any termination of the License Agreement, whichever occurs first. Retention of Downloaded Data in a Project Database after the project ends, in an archival database used as a research tool or in a database accessible to external users is prohibited.

3. Westlaw Software and westlaw.com™.

a. **Westlaw Software.** West may make available to Licensee, on a subscription basis, software for use in connection with Westlaw. Such software, including new versions and the accompanying user documentation, may be referred to collectively as "Software." All Software will be licensed to Licensee under a license agreement which will accompany the Software. By using the Software and taking such other action as may be referenced in the Agreement as constituting acceptance, Licensee agrees to be bound by the terms and conditions of the accompanying license agreement. If Licensee does not so agree, Licensee must return any tangible copies of the Software in its possession or control.

b. **westlaw.com.** westlaw.com is an Internet-based service that provides access to Westlaw. West grants Licensee a non-exclusive, non-transferable, limited license to use westlaw.com. Licensee may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of westlaw.com nor may Licensee reproduce all or any portion of the components of westlaw.com. Licensee may use Westlaw Data cached in Licensee's local disk drive solely in support of its use of westlaw.com. Certain software used by Licensee may not be capable of supporting westlaw.com. The performance of westlaw.com varies with the manufacturers' equipment with which it is used.

4. **Disclaimer of Warranties and Limitation of Liability.** WESTLAW, DATA AND SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. EXCEPT AS SPECIFICALLY PROVIDED IN THE APPLICABLE LICENSE AGREEMENTS, WEST AND CONTRIBUTORS SHALL HAVE NO LIABILITY WHATSOEVER TO LICENSEE FOR ANY CLAIM(S) RELATING IN ANY WAY TO THIS AGREEMENT OR THEIR PERFORMANCE HEREUNDER, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT OR NEGLIGENCE. IN NO EVENT SHALL WEST OR CONTRIBUTORS BE LIABLE TO LICENSEE FOR ANY CLAIM(S) RELATING TO LICENSEE'S INABILITY OR FAILURE TO PERFORM RESEARCH OR RELATED WORK OR TO PERFORM SUCH RESEARCH OR OTHER WORK PROPERLY OR COMPLETELY EVEN IF ASSISTED BY WEST NOR SHALL WEST OR CONTRIBUTORS BE LIABLE FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. **Responsibility for Certain Matters.** Licensee shall be responsible for all access to and use of Westlaw, Data and Software by Licensee's personnel or by means of Licensee's equipment or the Westlaw temporary access password, whether or not Licensee has knowledge of or authorizes such access and use.

6. **Reservation of Rights.** West reserves the right to modify the terms and conditions of this Agreement from time to time including, but not limited to, the right to impose access and usage limitations. Such modifications shall be effective immediately upon written notice to Licensee.

7. Limitation of Claims. Except for claims relating to improper use of Westlaw, Data or Software, no claim, regardless of form, which in any way wizes out of this Agreement or the use of or inability to use Westlaw, Data or Software may be made, nor action based upon such claim brought, by either party hereto more than one year after the basis for the claim becomes known to the party desiring to assert it.

8. Term and Termination. This Agreement shall become effective upon approval and execution by West in St. Paul, Minnesota and shall continue in force through July 31, 2009 thereafter, unless further extended by oral or written agreement of the parties. Notwithstanding the foregoing, West may terminate this Agreement immediately upon giving written notice of termination to Licensee.

9. Effect of Agreement. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written, relating thereto. West may amend the terms and conditions of this Agreement by giving Licensee written notice thereof. Any other amendment hereto must be in writing and signed by both parties.

10. Notices. All notices hereunder shall be given in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-0833, Attention: Customer Service and to Licensee at the address set forth below.

11. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Minnesota.

12. Other Provisions. Neither this Agreement nor any part or portion hereof shall be assigned, sublicensed or otherwise transferred by Licensee without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected thereby. 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 such provision. The headings and captions contained in this Agreement are inserted for convenience only and shall not constitute a part hereof.

West, a Thomson Reuters business

By: _____

Title: _____

Date: _____

In-house Contact

Name: Jennifer Jambor

Cost Center: 36950

Notes: WI, COMP 76 - EDUCATIONAL

Service #: 30301175/30300175

Licensee

By (signature): 

Name (please print): Randy L. Eldridge

Title: Vice President Finance/operation

Date: 5-20-09

Firm/Company Name: Lincoln Memorial University

Address: 6965 Cumberland Gap Pkwy.

Box 2003 Harrogate, TN 37752

Telephone: 423-869-3611

Contact: Gordon Russell

4/30/09

Westlaw® Subscriber Agreement.

Lincoln Memorial

Westlaw.

AGREEMENT entered into between University ("Subscriber") and WEST, a Thomson Reuters business ("West") regarding Westlaw, its computer assisted legal research service, as follows:

1. License.

a. Grant. Subscriber is granted a non-exclusive, non-transferable, limited license to access Westlaw. Westlaw consists of various West-owned and third party databases, services, functions and remotely-accessed gateways (collectively "Features") which may change from time to time. Access to certain Features may be restricted. Subscriber is licensed to use data made available on Westlaw ("Data," which includes "Downloaded Data" as defined below) solely in the regular course of legal and other research and related work. Certain Features are licensed subject to paragraphs 2 through 4 or subject to "Additional Terms" (as defined below), all of which take precedence over the license granted in this paragraph. Except as otherwise provided with respect to certain Data, the license includes the right to download and temporarily store insubstantial portions of Data ("Downloaded Data") to a storage device under Subscriber's exclusive control solely (i) to display internally such Downloaded Data and (ii) to quote and excerpt from such Downloaded Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work product created by Subscriber in the regular course of its research and work. Subscriber may also create printouts of Data for internal use and for distribution to third parties for purposes that are consistent with the terms and conditions of this Agreement if such third parties agree not to further distribute the printouts. Subscriber may, on an occasional basis and via Westlaw functionality, direct West to transmit individual documents in electronic format to individual internal user(s). Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms of paragraph 2 herein.

b. Limitations. Subscriber may not copy, download, scrape, store, publish, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell or otherwise use the Data, or any portion of the Data, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with West's prior written permission, or (iii) if not expressly prohibited by this Agreement or by the "Additional Terms", as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in Subscriber's work product. Subscriber shall not sell, license or distribute Data (including printouts and Downloaded Data) to third parties or use Data as a component of or as a basis for any material offered for sale, license or distribution.

c. Rights in Data. Except for the license granted in this Agreement, all rights, title and interest in Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors ("Contributors").

d. Additional Terms. Certain third-party Features are governed by terms and conditions which are different from those set forth in this Agreement ("Additional Terms"). Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online. Additional Terms may be modified effective upon West giving Subscriber notice (in writing or online) of the modification. By using Features governed by Additional Terms, Subscriber agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement.

2. West Proprietary Data. Subscriber may, via Westlaw functionality, direct West to transmit West-proprietary documents (i.e., documents not licensed by West from third parties) in electronic format to internal user(s) or to a third party who is an individual if such third party agrees not to further disseminate such documents. Subscriber acknowledges its responsibility in assuring compliance with the foregoing by any third party to whom Subscriber transmits West-proprietary documents pursuant to the preceding sentence. Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms set forth herein. West further grants a non-exclusive, non-transferable, limited license to individual Westlaw users within Subscriber entities to store and use West-proprietary Downloaded Data (as defined above) in a searchable database maintained in connection with an ongoing project of the user ("Project Database"). Such database must consist preponderantly of users' work product with access limited to those internal users actively working on the project. The West-proprietary Downloaded Data may be maintained in the Project Database so long as the project remains active or until any termination of this Agreement, whichever occurs first. Retention of Downloaded Data in a Project Database after the project ends, in an archival database as used as a research tool or in a database accessible to external users is prohibited. West further grants to Subscriber a limited, non-exclusive, non-transferable license to include West-proprietary Downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such West-proprietary Downloaded Data in connection with or as part of a brief is limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. Any further distribution is prohibited without written permission of West. West-proprietary Downloaded Data included in such briefs must retain West copyright notices and indicate that use of, distribution and dissemination to the permitted parties is with the permission of West.

3. West Legal Directory™. Subscriber may use Data contained in West Legal Directory ("WLD") internally in the regular course of Subscriber's business. Subscriber may also create printouts of insubstantial portions of Data consisting of individual WLD listings or selected names and addresses for its own use. Use of WLD to create mailing or marketing lists for commercial purposes or for distribution to third parties is prohibited.

4. Usage Restrictions. Subscriber shall not use any Data and shall not distribute any Data to a third party for use in a manner contrary to or in violation of any applicable federal, state, or

local law, rule or regulation. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. § 1681b). Subscriber acknowledges that access to certain Data available on Westlaw, including but not limited to credit header Data, motor vehicle Data, driver license Data, and voter registration Data is regulated by state or federal laws, such as the Gramm Leach Bliley Act ("GLBA"), the Driver's Privacy Protection Act ("DPPA"), or other state or federal laws and regulations, or is subject to Contributor restrictions. Subscriber agrees not to access such Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to Contributor restrictions. West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, believes that the Data may be used for an improper purpose or otherwise in violation of the terms of this Agreement, or that the terms of West's Contributor agreements requires West to block such access. By accessing Data, Subscriber acknowledges that from time to time, West and its Contributors and/or various government entities may require Subscriber to identify a permissible use and may inquire as to Subscriber's compliance with applicable laws or this Agreement. Subscriber agrees to cooperate with any inquiry, subject to any attorney-client confidentiality. Subscriber shall report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.

5. Charges and Modification of Charges. Charges payable by Subscriber for access to Westlaw ("Westlaw Charges") will commence on the date West processes Subscriber's order. Westlaw Charges will be as stated in the Schedule A Price Plan elected by Subscriber or as otherwise agreed upon in writing by the parties. Westlaw Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online. Charges are exclusive of sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days from date of invoice. If full payment is not made, Subscriber may be charged up to the maximum legal interest on any unpaid balance.

6. Westlaw Software and westlaw.com™.

a. Westlaw Software. West may make available to Subscriber, on a subscription basis, software for use in connection with Westlaw. Such software, including new versions and the accompanying user documentation, may be referred to collectively as "Software." All Software will be licensed to Subscriber under a license agreement which will accompany the Software. By using the Software and taking such other action as may be referenced in the Agreement as constituting acceptance, Subscriber agrees to be bound by the terms and conditions of the accompanying license agreement. If Subscriber does not so agree, Subscriber must return any tangible copies of the Software in its possession or control.

b. westlaw.com. westlaw.com is an Internet-based service that provides access to Westlaw. West grants Subscriber a non-exclusive, non-transferable, limited license to use westlaw.com (including all versions and updates). Subscriber may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of westlaw.com nor may Subscriber reproduce all or any portion of the components of westlaw.com. Subscriber may use Data cached in Subscriber's local disk drive solely in support of its use of westlaw.com. Certain software used by Subscriber may not be capable of supporting westlaw.com. The performance of westlaw.com varies with the manufacturers' equipment with which it is used.

7. Disclaimer of Warranties and Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ANY SCHEDULE OR LICENSE AGREEMENT, WESTLAW, FEATURES, DATA, SOFTWARE AND WESTLAW.COM ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S, ITS AFFILIATES AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO WESTLAW, FEATURES, DATA, SOFTWARE OR WESTLAW.COM WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF WESTLAW CHARGES PAID BY SUBSCRIBER RELATIVE TO THE SPECIFIC FEATURE (i.e., DATABASE, SERVICE, FUNCTION OR GATEWAY), THE SOFTWARE OR WESTLAW.COM, AS APPLICABLE, WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, ITS AFFILIATES OR CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON DATA; (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT OR USE OF, OR INABILITY TO USE, WESTLAW, FEATURES, DATA, SOFTWARE OR WESTLAW.COM, EVEN IF WEST, ITS AFFILIATES AND/OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (iii) THE PROCURING, COMPILING,

INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERING DATA. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. NEITHER WEST NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO WESTLAW WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF WESTLAW ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA.

8. Responsibility for Certain Matters. Subscriber may access Westlaw from additional Subscriber locations upon prior notice of such location. Subscriber is responsible for notifying West in writing of persons to whom Westlaw passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of Westlaw passwords. Subscriber is also responsible for all access to and use of Westlaw, including Features, Software and westlaw.com by Subscriber's personnel or Westlaw passwords, whether or not Subscriber has knowledge of or authorizes such access and use.

9. Limitation of Claims. Except for claims relating to Westlaw Charges or Improper use of Westlaw, Features, Software or westlaw.com, no claim, regardless of form, which in any way arises out of this Agreement, may be made, nor such claim brought, under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

10. Term and Termination. This Agreement will become effective upon approval and acceptance by West in St. Paul, Minnesota, and will continue in force until terminated by either party upon at least 30 days prior written notice of termination to the other party, provided, however, that this Agreement may not be terminated prior to one year after the date Subscriber first accesses Westlaw unless otherwise provided in a Special Offer Amendment to the Westlaw Subscriber Agreement. Notwithstanding the foregoing, (i) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties; (ii) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if West reasonably believes that Subscriber's use of Data violates any applicable law or regulation, this Agreement or may result in a risk to public safety, including but not limited to the safety of private individuals; (iii) Subscriber may terminate this Agreement immediately upon giving written notice of termination to West after receiving notice of an amendment (as permitted under paragraphs 1(d) and 11) which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber; and (iv) either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

11. Effect of Agreement. This Agreement (which includes all current and future Schedules, Additional Terms and license agreements and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written or online notice. Any other amendment must be in writing and signed by both parties.

12. Force Majeure. West's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

13. Notices. Except as otherwise provided herein, all notices must be in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: Customer Service, and to Subscriber at the address set forth below.

14. General Provisions. This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement. West, as used herein, applies to West Publishing Corporation, Thomson Legal & Regulatory Applications Inc., West Services, Inc. and their affiliates.

15. Ideas and Concepts. Any and all title, ownership rights, and intellectual property rights concerning any ideas, concepts, suggestions, materials and the like that Subscriber provides to West regarding Westlaw, westlaw.com or Westlaw Software shall become the exclusive property of West and may be used for its business purposes in its sole discretion without any payment, accounting, remuneration or attribution to Subscriber.

SUBSCRIBER
Signature Randy L. Eldridge
Name (please print) Randy L. Eldridge
Title V.P. Finance/Operations
Date 5-20-09
Firm Name Lincoln Memorial Univ
Address 6965 Cumberland Gap Pkwy.
Box 2003 Harrogate, TN 37752
Contact Gordon Russell
Telephone 423-869-3611
Sales Representative _____

Westlaw PASSWORDS (optional) - Attach list for additional names.

NAME	PASSWORD			ATTORNEY		
	ISSUE	YES	NO	ISSUE	YES	NO
Please Print (last, first)						

Contact: _____

E-mail for password delivery: _____

If Subscriber is a non-Westlaw Special Offer subscriber, the applicable Schedule A Price Plan _____ (must be completed) is attached hereto.

Schedule A to Westlaw[®] Subscriber Agreement

Plan 4 Law School Service

Westlaw.
Part of Thomson Reuters

Available only to law schools located inside the United States.

1. Authorized Use

A. Authorized Use

Subscriber shall be entitled to unlimited Authorized Use (as defined below) of certain Westlaw databases, services and Features ("Authorized Use") during the period from July 1 of each year through June 30 of the following year (the "Academic Year"). "Authorized Use" shall mean use solely for educational purposes by Subscriber's faculty, administration and staff ("Personnel") and students. Any other use is strictly prohibited.

B. Annual Charge

Subscriber shall pay an annual usage charge for Authorized Use ("Annual Charge"), billed in twelve monthly installments as set forth below. The Annual Charge shall be determined by multiplying the number of Subscriber's full-time equivalent students ("FTEs") by the applicable dollar amount. Subscriber's FTEs shall be based upon the enrollment figures for the fall semester of the prior Academic Year, as published by the American Bar Association or as provided by Subscriber. Full-time students shall count as one FTE and part-time students shall count as .67 FTE. Students enrolled in post-JD programs shall be included in Subscriber's FTE.

**/* The Annual Charge shall be determined by multiplying the number of FTEs by \$71.54 with a minimum Annual Charge of \$15,504.30 and a maximum Annual Charge of \$60,966.88. Subscriber shall be responsible for communications charges and consumables (e.g. paper and toner cartridges) for attached printers and communications charges associated with Subscriber's Westlaw access.

2. Passwords

West may make individual passwords available to certain categories of Subscriber's personnel and students such passwords shall be used only for Authorized Use. West reserves the right to require such personnel and students ("Users") to enter into separate user agreements, which agreements may include restrictions on use in addition to those set forth herein.

3. Training

Each of Subscriber's Personnel who will use or instruct others in the use of Westlaw and each of Subscriber's students who will supervise or instruct other students in the use of Westlaw must complete a basic Westlaw training session to be provided without charge. Training may be provided either in person or via the telephone.

4. Responsibility for Certain Matters

Subscriber shall be responsible for all access to and use of Westlaw, Data, Westlaw Features and Westlaw Software by Subscriber's Personnel and students or by means of Subscriber's equipment or passwords issued to Subscriber or Users hereunder, whether or not Subscriber has knowledge of or authorizes such access and use. All such access and use shall be governed by the terms and conditions of the Subscriber Agreement between Subscriber and West. Subscriber shall notify West of any Users who are no longer affiliated with Subscriber.

5. Reservation of Rights

West reserves the right to modify the terms and conditions of this Agreement and any separate user agreement under which Users access Westlaw from time to time, including, but not limited to, the right to restrict access to certain Westlaw databases, services and Features or to impose usage or other limitations.

Note:
Temporary Access Agreement is free through June 30. Then, annual fee of \$15,504.30 will be charged.

Print Form

Control no.: 0532

LINCOLN MEMORIAL UNIVERSITY

Lincoln Memorial University - Contract Checklist

6-15 to Gordon

Date May 15 Originator Gordon Russell

Contract Springer Silo Licence Agreement

Contract prepared/received [Signature] *gone to A/P 6-15-09*

New contract with revisions prepared Attached Purchase Req. #0005095

Properties Committee approval (if applicable) date _____

Supervisor [Signature]

Forward copy for review to: (Please review, initial, and forward to the next person listed)

Departmental V.P. _____

V.P. for Finance/Operations 4/12/09

V.P. for Academic Affairs/Provost (if applicable) *Wh. E signed 4/12/09 - pay out of 08 or 09 year?*

Director of Risk Management and Contracts *why @ top 1-1-09?*

Attorney Standard

Insurance Agent _____

President RLE 6-12-09
Learn status of contract

KWR Other Evelyn is this an add on to existing e-book subscription?
IP addresses connected by Ken Roman

Mailed/delivered contract for signature _____

Original signed final contract to Finance Office with completed checklist.

Completed and signed copy to: (if applicable) 7-22-09

President _____

Insurance Agent _____

Lessee/Contract Holder _____

Other 10-12-09 copy to Sherree Schuster



233 Spring Street | New York, NY 10013 | USA
Tel (212) 620-8483 | Fax (212) 460-1518

July 16, 2009

Mr. Gordon Russell
Lincoln Memorial University
Duncan School of Law Library
6965 Cumberland Gap Parkway
Harrogate, TN 37752
USA

Gordon:

On behalf of your Licensing Manager, Aaron Dykstra, please find enclosed, one (1) fully-executed copy of the Springer eBooks License Agreement for Lincoln Memorial University Duncan School of Law (LCID #6105).

We appreciate your business and look forward to providing you additional online products to meet your end-users' future needs. Please feel free to contact me should you require any further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Nick Doblack", written in a cursive style.

Nicholas A. Doblack
Account Specialist
Springer
233 Spring Street | New York, NY 10013 |
USA Tel (212) 620-8413 | Fax (212) 460-1594
Nick.Doblack@Springer.com
www.springer.com www.springerlink.com

.....
Enc.



Lincoln Memorial University
January 1, 2009 - December 31, 2009

Lincoln Memorial University
eBook License Agreement
SpringerLink Information System

between

Lincoln Memorial University for
Duncan School of Law Library
Law Library

6965 Cumberland Gap Pkwy.
Harrogate, TN 37752-2003

(hereafter called "Licensee")

and

Springer Science+Business Media, LLC.
233 Spring Street
New York, New York 10013-1578
USA

(hereafter called "Springer")

License ID Number 6105

This license agreement (this "Agreement") is made effective as of May 13, 2009 (the "Effective Date")
between Licensee and Springer.

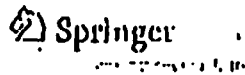
In consideration of the mutual promises contained herein and other good and valuable consideration,
the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

PREAMBLE

Springer offers electronic versions of copyrighted material over the Internet. This material consists of
electronic journals with multimedia supplements, electronic reference works, electronic books, and
books with electronic components. The material is made available on the SpringerLink Information
System (hereinafter called "SpringerLink") on behalf of Springer and its affiliated companies (hereinafter
called "Springer Group").

Section 1. CONTENT OF LICENSED MATERIALS/ GRANT OF LICENSE

1.1 The materials that are the subject of this Agreement are specified in Attachment 3, appended
to this Agreement (hereinafter referred to as the "Licensed Materials"). Licensed Materials consist of
the "Subscribed Materials" listed in Attachment 3.1, "Non-Subscribed Materials" listed in Attachment
3.2, and "One-Time Purchase Materials" listed in Attachment 3.3 and 3.4. Subscribed Materials are
Licensed Materials for which Licensee shall pay an annual subscription fee. Non-subscribed Materials
are those that Springer makes available for use through non-monetary consideration or under specially
discounted conditions, as described in Attachment 1, appended to this Agreement. Licensed Materials
generally do not differ in terms of availability to the Licensee, allowed uses, or restrictions, but solely
in terms of the "Archival Rights" (as defined below) granted by Springer and described in this
Agreement.



Lincoln Memorial University
January 1, 2009 December 31, 2009

1.2 Licensee is acting on behalf of itself and a group of libraries or consortia hereinafter referred to as the "Participating Libraries." Rights and responsibilities referenced in this Agreement in regard to "Licensee" shall apply to all the Participating Libraries covered under this Agreement; however, Licensee is responsible only for fulfillment of its individual responsibilities under this Agreement and is at all times responsible for the acts and omissions of Participating Libraries as to the Licensed Materials. However, no Participating Library shall be liable for any such act or omission of another Participating Library. Participating Libraries are listed in Attachment 2, appended to this Agreement

1.3 For the purpose of this Agreement: (a) academic "Authorized Users" of the Licensee are defined as faculty members (including temporary or exchange faculty for the duration of their assignment); researchers, contractors, graduate, undergraduate students and staff members; remote access is only permitted to faculty members, graduate and undergraduate students and staff members of Licensee. No other form of remote access is permitted; (b) non-academic "Authorized Users" of the Licensee are defined as researchers, contractors and staff members; remote access is only permitted to researchers and staff members of Licensee and not to contractors or others.

1.4 Springer hereby grants to Licensee a non-exclusive license to use the Licensed Materials and to provide the Licensed Materials to Authorized Users via Licensee's secure network in accordance with this Agreement.

1.5 Licensee acknowledges that the Licensed Materials are protected by copyright and other intellectual-property rights under applicable law and that nothing contained in this Agreement shall be deemed a transfer or assignment of any of those rights. All rights not specifically granted to Licensee are expressly reserved by the Springer Group and its licensors.

1.6 Participating Libraries that provide public access to their library collections may also provide access to, and permit copying from, the Licensed Materials by members of the public for their scholarly, research and personal use from workstations on Participating Library premises. Any form of remote access to the Licensed Materials by members of the public is not permitted.

Section 2. DESCRIPTION OF ACCESS AND PERMITTED USE

2.1 Springer offers controlled access to the Licensed Materials through the use of domain names or IP addresses of the Participating Libraries or their research locations at their library locations and research locations listed in Attachment 2.

2.2 Authorized Users may browse, search, retrieve, display, download, print, and store single copies of individual articles or book chapters for scholarly research, educational and personal use as long as such use is not made for further distribution, publication, transfer or access by others and is otherwise consistent with §107 of the United States Copyright Act regarding fair use (17 USC § 108). Except with respect to compliance as to "Archival Rights," as defined below, Licensee may not use, or authorize the use of, routines designed to conduct continuous and automatic searches and indexing of the service, such as web-crawling or spider programs.

2.3 Authorized Users may obtain remote access to the Licensed Materials through secure access procedures established by the Licensee in accordance with standards that Springer may issue from time to time.

2.4 Copying and storing is limited to single electronic copies of a reasonable number of individual articles, as required for specific research projects.

2.5 Incidental and non-systematic sharing of printouts of Licensed Materials by Authorized Users with non-authorized individuals of limited amounts of Licensed Material for collaborative research and scholarly purposes, and not for re-transmission, is permitted.



Lincoln Memorial University
January 1, 2009 December 31, 2009

2.6 Authorized Users may make and transmit single electronic copies of individual items of content to research colleagues located outside the institution of the Participating Library, solely for the purpose of non-commercial, scholarly collaboration.

2.7 Licensee and their Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of course packs or other educational materials, including print-outs, e-reserves and access-controlled websites, with all rights notices duly presented as set forth in this Agreement.

2.8 The electronic form of the Licensed Materials may be used as a source for Inter-Library Loan ("ILL") whereby items of content can be printed and the printed copies can be delivered via postal mail, fax, or fax-based service to fulfill ILL requests from an academic, research, or other non-commercial library. Requests received from for-profit companies or directly from individuals may not be honored. Fulfillment of Loansome Doc® service requests is permitted. ILL through secure electronic transmission, as demonstrated by the ARIEL and Proquest systems, is permitted. Files transmitted in that manner must carry copyright and all other applicable intellectual-property-rights notices. Licensee and Participating Libraries agree to fulfill ILL requests in compliance with 108 of the United States Copyright Act (17 USC §108) and clause 3 of the Guidelines for the Proviso of Subsection 108(g)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works.

Section 3. SPECIFIC RESTRICTIONS ON USE OF THE LICENSED MATERIALS

3.1 Neither Licensee nor their respective Authorized Users may modify, adapt, transform, translate or create any derivative work in any medium based on or including any materials in the Licensed Materials, or otherwise use any such materials in a manner that would infringe the copyright or other rights therein. No copyright notices, trademark or proprietary notices, author attributions or other notices or disclaimers included by Springer, any member of the Springer Group or any other party in the Licensed Materials may be removed, obscured or modified in any way. Licensee shall post appropriate notices and take reasonable measures to ensure that Authorized Users are informed of the applicability of copyright law and the restrictions in this Agreement with respect to the authorized reproduction, use and transmission of Licensed Materials. In the event of violation of the foregoing or of applicable law by Participating Libraries or Authorized Users or other third parties at any time during the Term, Licensee shall immediately notify Springer, specifying the nature, source and extent of the violation. Springer and Licensee agree to take immediate action to suspend access to the Licensed Materials by any Authorized User violating these restrictions on use and shall consider other restrictions on access to, and retrieval of, the Licensed Materials, including additional limitations on printing and downloading. The failure of Licensee to cooperate in taking such immediate action shall be deemed a material breach.

3.2 Except as expressly provided in Section 2.7, the posting of Licensed Materials on personal or institutional websites is strictly prohibited without the prior written consent of Springer.

3.3 The Licensed Materials may not, directly or indirectly, and without limitation, be used for any of the following purposes:

3.3.1 Substantial or systematic reproduction, whether for commercial or non-profit use or for a fee or free of charge.

3.3.2 Except as expressly provided in Section 2, Re-distribution, re-selling or sub-licensing in any manner, including in connection with fee-for-service use.

3.3.3 Systematic supply or distribution of single or multiple copies in any form to anyone other than an Authorized User.

3.3.4 Except as expressly provided in Section 2.8, the distribution of any part of the Licensed Material on any electronic network, other than the Licensee's secure network.



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3.4 Springer's explicit written permission must be obtained in order to use all or any part of the Licensed Materials in any manner not expressly permitted under this Agreement.

Section 4. OBLIGATIONS OF SPRINGER

4.1 Promptly following the Effective Date, Springer shall make the Licensed Materials available in digital form to Licensee and Authorized Users.

4.2 Springer shall make reasonable efforts to provide uninterrupted online access to, and continuous availability of the Licensed Materials to, Licensee in accordance with this Agreement and to restore access to the Licensed Materials as promptly as possible in the event of an interruption or suspension of the SpringerLink service.

4.3 Springer reserves the right to remove from the Licensed Materials any item or part of an item to which it shall no longer retain electronic publication rights or if it shall have reasonable grounds to believe infringes copyright or is otherwise unlawful. Springer shall provide written notice of such removal.

4.4 Springer currently offers Authorized Users support via online FAQ (Frequently Asked Questions) and Helpdesk in New York during official office hours (9:00 AM to 5:00 PM EST):

Online FAQ: <http://springerlink.com/help/faq/default.mpx>
Telephone: 800-777-4643, ext. 650
Fax: 201-255-7017
E-mail: springerlink-ny@springer.com

Springer shall maintain reasonable support services during the Term, the nature of which and availability of which may vary from time to time depending on customer need, systems-related issues and other factors related to online systems maintenance and delivery.

Section 5. LICENSE FEE

5.1 Licensee agrees to make payment to Springer for use of the Licensed Material as set out in Attachment 1. Licensee acknowledges that the license fee, or any portion thereof, may be invoiced by another Springer Group company or other party.

Section 6. SECURITY AND REPORTING

6.1 Springer reserves the right to monitor access to, and use of, the Licensed Materials to detect misuse of the Licensed Materials and for the purpose of informing the Participating Library and the Licensee. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (a) Springer may terminate the access of the Internet Protocol ("IP") addresses from which such an unauthorized use shall have occurred or (b) Licensee shall terminate such Authorized User's access to the Licensed Materials upon Springer's request. Springer shall take none of the steps described in this Section 6.1 without providing reasonable notice to Licensee.

6.2 Collection and analysis of data on usage of the Licensed Materials will assist both Springer and Licensee to understand the impact of this Agreement, the infrastructure provided by Springer, and possible improvements in the program. Such usage data will be compiled by Springer on a monthly basis and shared with the Licensee and Participating Libraries, consistent with applicable privacy laws and written confidentiality requirements of the parties. The data will be made available on the internet through a site accessible by username and password. The usage data to be shared will be COUNTER compliant and will be so shared in accordance with the latest release of the applicable COUNTER code of practice.

Section 7. TERM AND TERMINATION

7.1 The Term of this Agreement for Springer eBooks shall commence with the Effective Date.

7.2 In the event that either party believes that the other materially has breached any obligations under this Agreement (including, without limitation, if Springer believes that Licensee has used or disseminated Licensed Materials other than as expressly provided under this Agreement), such party shall so notify the breaching party in writing. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the thirty (30) day period, the non-breaching party shall have the right to terminate this Agreement by notice, without further opportunity to cure.

7.3 Upon termination of this Agreement, other than due to non-payment, Springer shall provide continuing access to Licensee and its Authorized Users to that portion of the Licensed Material to which the Licensee shall have been lawfully entitled up until termination of this Agreement.

Section 8. CONFIDENTIALITY AND PUBLICITY

8.1 "Confidential Information" shall mean a Springer's publishing plans, new releases, electronic enhancements and upgrades, and pricing that have not been made publicly available; it shall also mean either party's secret or proprietary information that is maintained by that party as confidential and expressly identified by it in writing as such to the receiving party prior to release to the receiving party. During the Term, and for two (2) years thereafter, neither party shall disclose, publish, reproduce, or use, in whole or in part, any item of Confidential Information except in the event that (a) the recipient shall have received the item of Confidential Information from other sources which shall have a right to that item, free from any confidentiality restrictions; (b) the item of Confidential Information shall be available to the public or is readily discernible from information available to the public other than by act or omission of the receiving party; (c) the item of Confidential Information shall have been known to the receiving party prior to disclosure by the disclosing party under this agreement, as evidenced by prior-existing written records; (d) the information containing the item of Confidential Information shall have been independently developed by the receiving party without reference to, or reliance on, the Confidential Information disclosed under this agreement; or (e) the receiving party shall have been required to make such a disclosure by applicable law or at the direction of a court or governmental agency (but only after the disclosing party shall have had a reasonable opportunity to obtain a protective order, or similar relief). In the event any item of Confidential Information shall be made subject to required disclosure pursuant to Subsection (e) of this section, the receiving party shall immediately notify the disclosing party, which shall have the right to seek a protective order or similar relief.

8.2 At the option of Springer, the parties shall cooperate with one another to issue a mutually agreeable press release at the appropriate time announcing their relationship as contemplated under this agreement.

Section 9. REPRESENTATIONS, WARRANTIES AND INDEMNITIES

9.1 Springer represents and warrants that it will use commercially reasonable efforts in its production of tapes or optical media for delivery of the Licensed Materials to the Licensee and that, to the best of its knowledge, use by Licensee of the Licensed Materials pursuant to the terms and conditions of this Agreement will not infringe the rights of third parties. Except as set forth in this section, Springer agrees to indemnify Licensee for all reasonable, actual and documented costs and expenses arising out of a breach of these representations and warranties.

9.2 Licensee represents and warrants that it will use reasonable and customary efforts to ensure the integrity of the Licensed Materials to prevent infringement of any rights to them, and to ensure the security of the SpringerLink network as provided to, and accessed by, Participating Libraries.



Lincoln Memorial University
January 1, 2009 - December 31, 2009

9.3 Licensee represents and warrants that it is authorized to act on behalf of the Participating Libraries.

9.4 NOTWITHSTANDING THE FOREGOING, HOWEVER, SPRINGER WILL NOT BE RESPONSIBLE FOR ANY CLAIM, LOSS OR LIABILITY ATTRIBUTABLE TO ERRORS, INACCURACIES OR OTHER DEFECTS IN THE LICENSED MATERIALS OR ANY PART THEREOF ARISING FROM ANY ACT OR OMISSION OR (TO THE MAXIMUM EXTENT PERMITTED BY RELEVANT LAWS) ANY NEGLIGENCE. BOTH PARTIES EXPRESSLY EXCLUDE ANY LIABILITY AND INDEMNITY FOR BREACH OF ANY IMPLIED OR EXPRESS WARRANTY AS TO TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR SHALL SPRINGER BE LIABLE FOR ANY DIRECT OR INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF PRELICENSURE OR USE OF THE LICENSED MATERIALS, SAVE THAT SPRINGER WILL REPLACE ANY DEFECTIVE MEDIA DELIVERED BY IT TO LICENSEE UNDER THIS AGREEMENT. LICENSEE SHALL NOT BE LIABLE TO SPRINGER FOR BREACH OF THE TERMS OF THIS AGREEMENT BY ANY AUTHORIZED USER AS LONG AS LICENSEE DID NOT INTENTIONALLY OR THROUGH GROSS NEGLIGENCE ASSIST IN OR ENCOURAGE SUCH BREACH OR PERMIT SUCH BREACH TO CONTINUE AFTER HAVING ACTUAL NOTICE THEREOF.

Section 10. SPRINGER'S TRADEMARKS

10.1 All rights with respect to the publication titles, trademarks, logos, society names and colophons of the Springer Group are expressly and exclusively reserved.

Section 11. GENERAL

11.1 Licensee may not assign, delegate or transfer, directly or indirectly, all or part of the rights or obligations under this Agreement without prior written consent from Springer. Springer may assign this Agreement, delegate and transfer this agreement and its rights and obligations under it.

11.2 Springer's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

11.3 In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions have never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

11.4 Venue for all disputes arising out of and in connection with the performance of this Agreement shall be New York County, State of New York. Regardless of the place of its physical execution, this Agreement is made under, and shall be governed by and construed according to, the laws of the State of New York, United States of America, without regard to that state's principles of conflict of law. Any action with respect to this Agreement may only be brought and maintained in the federal or state courts in New York County, State of New York, United States of America. The parties consent to the jurisdiction of any such court. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL, OBJECTION TO VENUE OR INCONVENIENT FORUM.



Lincoln Memorial University
January 1, 2009 December 31, 2009

11.5 This Agreement, including all attachments appended to it, constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether written or oral. Headings are for convenience only and shall not be considered in interpretation. Where appropriate, the use of the masculine includes the feminine, the use of any includes all, each includes every, the use of the conjunctive includes the disjunctive, and vice versa. Sections 2, 3, 4, 6, 8, 9, 10, 11 and 12 shall survive the expiration or prior termination of this Agreement.

11.6 No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Springer and Licensee. Waiver of any provision herein shall not be deemed to be a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

11.7 All amounts payable by Licensee shall be exclusive of any sales, use, withholding, value added or similar taxes, government fees or levies or other assessments that shall be the sole responsibility of the Licensee.

11.8 All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile or email, confirmation copies must be sent by mail or hand delivery to the specified address. Either party may from time to time change its notice address by written notice to the other party.

If to Springer:
Syed Hasan, President, Sales
Springer Science+Business Media, LLC,
233 Spring Street
New York, NY 10013-1578

If to Licensee:
Gordon Russell
Associate Dean, Professor of Law and Director of the Law Library
Lincoln Memorial University *Attn: President*
Duncan School of Law Library
Law Library
601 West Summit Hill Dr. *6965 Cumberland Gap Pkwy.*
Knoxville TN 37902 *Arrrogate, TN 37752*
E-Mail: gordon.russell@lmu.net
Phone (865) 524-5288 Ext. 7771
Fax: (865) 524-5290

11.9 This Agreement includes the following Attachments, which are incorporated as set forth herein:

- Attachment 1: Pricing Terms and Conditions
- Attachment 2: Description of the Participating Libraries
- Attachment 3: List of the Licensed Materials



Lincoln Memorial University
January 1, 2009 - December 31, 2009

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first written below.

Licensee: Lincoln Memorial University
on behalf of itself and the other Participating Libraries

Signature: *Randy L. Sordone*
Name (Printed): RANDY L. SORDONE
Title: VP - FIN OPS
Date: 6/24/09

Springer: Springer Science+Business Media, LLC.

By: Syed Hasan
Title: President, Sales
Signature: *S. Hasan*
Date: 6/24/09



Lincoln Memorial University
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ATTACHMENT 1: Pricing Terms and Conditions

A.1.1. eBook Fees

A.1.1.1. Licensee agrees to pay a fee of Fifteen Thousand, Five Hundred Eighteen dollars (US \$ 15,518.00) (the "Base Price") for a one-time purchase of the eBook Collections as listed in Attachment 3.

Collections Purchased	2008-2008 Price	2009 Price	Total
Springer eBook Humanities, Social Science and Law Library Subject Collection	\$ 5,819.00	\$ 9,699.00	
TOTAL	\$ 5,819.00	\$ 9,699.00	\$ 15,518.00

A.1.1.2. The prices above are based on the inclusion of the expected number of titles in an eBook Package as stipulated in Attachment 3. In case fewer than ninety-seven percent (97%) of the estimated titles in an eBook Package are produced, Licensee is entitled to a discount on any future eBook licenses with Springer equal to the percentage of underperformance less three percent (3%) times the fee applicable to the license whose underperformance occurred.

A.1.1.3. In case more than one hundred percent (100%) of the estimated titles in an eBook Package are produced, Licensee will not be liable to pay additional fees, unless such over performance is caused by the acquisition of another publisher's list. Such additional list can be licensed by Licensee, at its option, upon payment of the additional license fee specified by Springer.

A.1.2. Payment of Fees

Payment of the fee is due within thirty (30) days following receipt of Springer's invoice by Licensee. In the event all or any portion of the sum invoiced is not paid when due, and notwithstanding any provision of this Agreement, Springer has the right to terminate this Agreement without notice.



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ATTACHMENT 2. Participating Members

Name of Subscriber: Lincoln Memorial University

Primary Address: Duncan School of Law Library

Law Library

601 West Summit Hill Dr, 6965 Cumberland Gap Pkwy.

Knoxville TN 37902 Harrogate, TN 37752

IP Address Range: 066.020.250.000 - 066.020.250.034 Bell South?

~~152.097.110.111 - University of South~~

208.062.039.065 - 208.062.039.095

208.062.122.224 - 208.062.122.225

~~072.032.018~~

72.159.51.130

Primary/Technical Contact: Gordon Russell

Address: (same as above)

E-Mail: gordon.russell@lmu.net.edu

Phone (865) 524-5288 Ext. 7771

Fax: (865) 524-5290

Billing Contact: Director of Accounts Payable and Purchasing

Address: Lincoln Memorial University

Finance Office

P.O. Box 2003

Harrogate TN 37752

6965 Cumberland Gap Pkwy.)



Lincoln Memorial University
January 1, 2009 - December 31, 2009

ATTACHMENT 3: List of Licensed Materials

Attachment 3.1: Subscribed Materials,

N/A

Attachment 3.2: Non-Subscribed Materials

N/A



Lincoln Memorial University
January 1, 2009 - December 31, 2009

Attachment 3.3: eBook Collections

Expected eBook Package Titles

The expected electronic (online) editions of Springer eBook Package and the content therein, listed below:

2009 Springer eBook Collection Offer	2009 Qty Planned
Humanities, Social Science and Law Library Collection	255
Entire Collection of Springer eBooks	255

2005-2008 Springer eBook Collection Offer	2005 Qty Planned	2006 Qty Planned	2007 Qty Planned	2008 Qty Planned
Humanities, Social Science, & Law Collection	153	162	170	175
Entire Collection of Springer eBooks	153	162	170	175



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EBook Package Definitions

A full eBook Package consists of all print books available in the thirteen online libraries maintained by Springer on SpringerLink. A partial eBook Package consists of one or more of the thirteen online libraries maintained by Licensee on SpringerLink. Online libraries are identified by the thirteen main subject areas published in a particular copyright year.

Imprints Included

The following Springer imprints are included in this Agreement:

- Apress
- Birkhäuser
- Copernicus Books
- Humana Press
- Physica-Verlag
- Plenum US
- Praxis
- Princeton Architectural Press
- Springer
- Springer-Verlag
- Steinkopff
- TELOS

Imprints Not Included

The following Springer imprints are not included in this Agreement:

- Intercept
- Lavolsier
- Royal Society of Chemistry
- IOS Scientific Publishers
- Horizon Press
- Key College Publishing
- Key Curriculum Press
- American Institute of Physics (AIP)
- Avedition
- August Media
- Lars Müller
- Urban & Schwarzenberg
- Pyramid
- Bladen Medical Publishing
- Nexus
- Edizioni della Normale
- Cornell AAP Publications
- American Assoc. of Pharmaceutical Scientists
- Hyphen Press

Need:
1-15-10 AP

Print Form

Control no.: 0702



Lincoln Memorial University - Contract Checklist

Date 08/18/2009 Originator Ann Long

Contract Ebook Library

Contract prepared/received 08/08/2009

New contract with revisions prepared Attached Purchase Req. # 0005591

Properties Committee approval (if applicable) date _____

Supervisor [Signature]

Forward copy for review to: (Please review, initial, and forward to the next person listed)

Departmental V.P. _____

V.P. for Finance/Operations _____

V.P. for Academic Affairs/Provost (if applicable) _____

Director of Risk Management and Contracts 1-19-10 OK - IT needs to review

Attorney simple agr.

Insurance Agent _____

President B. [Signature] 1-20-10

Other 1-19 to Sherman @ IT - SSchneider email - OK 1-20-10

 Mailed/delivered contract for signature _____

Original signed final contract to Finance Office with completed checklist.

Completed and signed copy to: (if applicable)

President _____

Insurance Agent _____

Lessee/Contract Holder _____

Other _____

new # 6160 - gave to A/P
purged from
the system
1-21-10





Ebook Library

Technology in the service of knowledge

Library Services Agreement

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1 The Parties to this Agreement

This agreement is entered into on the date of the last signature hereto, between

Ebooks Corporation Limited
(ACN 079 860 679)
62 Bayview Terrace, Claremont
Western Australia ("We", "Us", etc)
And

and its Affiliates. ("You", "Your" etc.)

Even though You may have been introduced to us by a third party (distributor, wholesaler, agent, etc.), or may use someone else's network or services to discover, acquire or pay for Ebooks, We are the supplier of Ebooks and related services to You.

2 Recitals (What this Agreement is about)

We specialise in aggregating and distributing published books in digital form, commonly called "Ebooks".

We offer a service which enables libraries to buy Ebooks and then allow their patrons to access the Ebooks via the Internet.

You wish to buy Ebooks from Us for the purpose of making the Ebooks accessible to your patrons.

We are willing to sell Ebooks to You for that purpose, on the terms set out in this Agreement.

3 Definitions and Interpretation

For reasons of clarity, this section has to be here – ahead of the body of the Agreement. It is here so that We're able to write the rest of this Agreement in less formal language. For ease of reference, terms that have been defined in this section are capitalised throughout the rest of this Agreement.

3.1 Definitions

In this Agreement, unless the context otherwise requires:

"Access Codes" means any password or membership number provided to Patrons to enable them to access the Ebooks Library Server;

"Access Permissions" means the terms by which Patrons may access the Library Collection as set out in Schedule C;

"Affiliate" means any company controlling, controlled by or under common control with the relevant party where control means direct or indirect ownership of at least 50% of the voting stock or interest in a company or control of the composition of the board of directors;

"Agreement" means this library services agreement and its schedules;

"Archive Permissions" means the functions and usages that are enabled in Ebook files that You obtain from Us for archival purposes, as listed in Schedule E (see section 7.1);

"Chapter" means any chapter of an Ebook;

"DRM" means digital rights management;

"Ebooks" means copyright protected electronic publications including but not limited to literary or other materials, whether published as books, journals or in any other form and includes a reference to a chapter of an Ebook, or separate chapters of Ebooks collected together as an ePack;

"Ebooks Library Server" means the computer or array of computers operated by Us from which Ebooks are accessible and made available for Loan to Patrons;

"ePack" means a group of Chapters from various Ebooks;

"Fees" means the fees for the Service as listed in Schedule B;

"Force Majeure" is where a party ("Affected Party") becomes unable, wholly or in part, by an event beyond its reasonable control to carry out an obligation under this Agreement (other than an obligation to pay money).

"Intellectual Property" means all intellectual and industrial property or other rights (including, without limitation, applications for the grant of or registration of such property or rights) including:

- all copyrights, trademarks, design, patents, Confidential Information, trade secrets or other proprietary rights, whether registered or unregistered or rights to or in any inventions, innovations, registered design or rights to or in registrable designs;
- all technology, technical documents and know-how;
- all design, manufacture specifications and models developed;
- all goodwill and reputation; and
- all and any other rights or benefits whatsoever,

wherever existing or arising and whether created and in existence before or after the date of execution of this Agreement;

"Library Collection" means the aggregate of all Ebooks acquired by You;

"Library Management Portal" means the website to be made available by Us for You to obtain Information and usage data on the Service;

"List Chapter Price" means the price for Chapters or sections of an Ebook determined by or recommended by the Ebook's publisher;

"List Price" means the price specified for an Ebook as stated from time to time in Our published price list;

"Loan" means either an on-line or off-line loan of an Ebook forming part of the Library Collection and "Lent" has a corresponding meaning;

"Loan Permissions" means the entitlements that a Patron has under a Loan as listed in Schedule D: "Loan Permissions";

"Patron" means an authorised user of Yours. An authorised user must meet minimum qualification requirements including any of the following:

- the user is enrolled in a course offered by the organisation to which You belong;
- the user is employed by You or the organisation to which You belong or your Affiliate;
- the user resides in the local municipality whose residents You serve, or
- any other method that ensures that access to the Library Collection is limited to the specific user base served by You.

In any event, access will not be allowed to Patrons who simply

- apply online,
- write in for membership or
- are not members or employees of Yours but are members of an associated library.

"Reserve Collection" means Ebooks made accessible by Us on the terms contained in item 5 of Schedule C;

"Service" means the service provided by Us pursuant to Clause 6;

"Short-Term Circulation" means Ebooks obtained by You and made accessible by Us on the terms contained in item 4 of Schedule C;

"Term" means the period set out in Clause 13, as may be extended in accordance with Clause 16.3;

"Textbooks" means Ebooks purchased by You and made accessible by Us on the terms contained in item 3 of Schedule C; and

"We both", etc means each of the parties to this Agreement.

3.2 Rules of Interpretation

Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

Unless the context otherwise requires, a word which denotes (i) the singular denotes the plural and vice versa; (ii) any gender denotes the other gender; and (iii) a person includes an individual, a body corporate and a government.

Unless the context otherwise requires, a reference to:

- a clause or schedule is a reference to a clause or schedule to this Agreement;
- a group of persons includes any one or more of them; and
- a thing or amount is a reference to the whole and each part of it.

A reference to this Agreement includes the recitals of and the schedules to this Agreement and, where amended, means this Agreement as so amended.

References to "You" and "Yours" shall be taken to mean You And Your Affiliates.

Headings must be ignored in the interpretation of this Agreement.

A person includes the trustee, executor, administrator, successor in title and assign of that person.

A reference to a business day means a day other than a Saturday, Sunday or public holiday, during which banks are open for general banking business, according to the following schedule:

- Customers in the Americas: In the city of Portland, Oregon
- Customers in the UK, Africa and Europe: In the city of London, UK
- Customers in Australia and Asia: In the city of Perth, Western Australia.

A reference to \$ or dollars or currency is to US dollars unless otherwise specified.

Where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day.

Unless the context otherwise requires, a term of this Agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

4 Buying and Renting Ebooks

You may purchase Ebooks from either Us or our authorised distributors at the List Price, to form part of Your Library Collection and You may rent Ebooks from Us for Short-Term Circulation.

Each Ebook that You buy will form part of Your Library Collection and will be held on the Ebooks Library Server by Us and made accessible to You and Your Patrons in accordance with the terms of this Agreement.

Under no circumstances shall You be obliged to purchase or rent any or a minimum number of Ebooks.

5 You are not entering into a license agreement

We are not a publisher, nor do We enter into license agreements with book publishers. Instead, We distribute publishers' books in electronic form on their behalf and with their permission. Therefore, We do not extend a license to You under this Agreement.

The uses to which You and Your Patrons can put Ebooks are defined by:

- prevailing copyright legislation,
- DRM settings in the Ebooks and in Our electronic platforms, as defined in this Agreement; and

- Your undertaking which you give by signing this Agreement that You will not knowingly circumvent DRM settings and that You will not knowingly permit others to do so.

6 Services: Our Obligations to You

We agree to provide the following services to You:

6.1 Choice of Ebooks

We will provide You with online access to Our collection of titles such that You can browse Our catalogue, see metadata and browse individual books, in order to acquire Ebooks under this Agreement.

6.2 Hosting of Library Collection

We will host Your Library Collection on the Ebooks Library Server, and will allow Patrons to access Your Library Collection via the Internet, and enable Loans to Patrons in accordance with this Agreement.

We are not responsible for providing the Internet connection used by You or Your Patrons to access the Ebooks Library Server.

6.3 We will help you get started

We will provide assistance to You at no additional cost in setting up Your systems to enable You to access the Service.

6.4 Collection Management Portal

For the Term, you will have access to the online Library Management Portal, which gives You a range of tools for managing Your collection of Ebooks.

6.4.1 Reports on usage

For the Term You will have access to an online reporting interface which provides usage data including, without limitation:

Loan permissions remaining for the year (sorted by date range, title, the number of remaining Loan days, publisher and category); usage: by title, by category and browser (on-line) vs. download (off-line);

Short Term Loan: titles rented and dollar amount (date range); and

accounting data: total purchase costs (date range). Note that, where inconsistent or in conflict, the information provided in an invoice will prevail over any information available on-line at the Library Management Portal

6.5 Technical support

For the Term, You will be able to contact Us by email and telephone during the hours of 9am to 5pm (western standard time in Australia; and Eastern Standard and Daylight Savings Time in the United States; and GMT in the United Kingdom and continental Europe), to answer and attend to support or technical queries relating to the Service. Technical support for library staff is generally available during business hours -- except on public holidays.

6.6 Quality of Service

We will use Our best endeavours to ensure that the Ebooks Library Servers have sufficient capacity and rate of connectivity to provide You and Your Patrons with a quality of service comparable to current standards in the on-line information provision industry in Your locale; and provide continuous service seven (7) days a week with an average of 99% uptime per calendar year. The 1% down-time includes periodic unavailability due to server maintenance, the installation or testing of software and down-time related to the failure of equipment or services outside Our control.

If Our Service fails to operate in conformance with this Agreement, You should promptly notify Us and We will use our best endeavours to restore access as soon as possible. In the event that We fail to repair the problem in a reasonable time, We will subject to

Clause 15.4.3 reimburse You in an amount that the failure is proportional to the total fees paid by You under this Agreement. We will notify you in writing at least 30 days prior to any planned maintenance procedure that requires that the Ebooks Library Server be offline and unavailable for any period of time.

6.7 Quality of Ebooks

We shall use all reasonable efforts to immediately notify publishers of any errors or omissions in the Ebooks reported to Us. If a corrected Ebook is published, We shall provide the corrected Ebook to You as a no-cost replacement. If a corrected Ebook is not made available within a reasonable time, We shall refund or exchange the incorrect Ebook at Your absolute discretion.

6.8 Confidentiality of User Data

We both agree to maintain the confidentiality of any data relating to the usage of the Ebooks. Such data may be used solely for purposes directly related to the Ebooks and may only be provided to third parties in aggregate form, except where required by law. Raw usage data, including but not limited to information relating to the identity of specific Patrons and/or uses, shall not be provided to any third party.

6.9 Warranties

We warrant, represent and undertake on an ongoing basis that the Services will:

- a) be carried out using all reasonable skill, care and diligence; and
- b) comply with all applicable statutes, regulations, codes of practice, orders and guidelines.

We warrant, represent and undertake that all persons involved in the provision and execution of the Services (or any part thereof) are appropriately skilled, qualified, competent, experienced, trained, licensed and/or approved in the country where the Services are carried out.

6.10 Data Protection

We shall ensure that, in the performance of our obligations under this Agreement, we shall comply at all times with applicable data protection laws, including those that derive from the Data Protection Directive (Directive 95/46/EC).

We acknowledge that We may be required to process personal data (as such term is defined in the Data Protection Directive) in the course of providing the Services. Accordingly We shall, and shall procure that Our employees, and representatives shall:

- a) only process personal data in accordance with Your instructions and only for the purpose of providing the Services;
- b) take appropriate technical and organisational measures to safeguard against unauthorised and unlawful processing of or access to personal data and against accidental loss, alteration or destruction of, or damage to personal data, and ensure that such measures are no less rigorous than those maintained by Us for Our own personal data;
- c) include in any contract with a subcontractor who shall process personal data directly or indirectly on behalf of Us provisions in favour of You which are equivalent to those in this Clause 6.10;
- d) cooperate with any inquiries from a regulatory authority and abide by any advice from such regulatory authority with regard to the processing of personal data; and
- e) promptly notify you about any accidental or unauthorised access which may affect personal data.

7 What You get when You buy an Ebook

When You buy an Ebook from Us, You

- a) get permanent access to the Ebook (except in exceptional cases described in Clause 11),
- b) can display metadata relating to that title in Your catalogue; and
- c) can enable Your Patrons to access the Ebook from the Ebook Library Servers.

The levels of access We provide to Your Patrons are set out in Schedule C.

7.1 Preservation

You can download a permanent archive copy of any Ebook You buy. Archival Ebooks, once downloaded, may be held on Your own equipment and will be accessible and usable in accordance with the Permissions set out in Schedule E, "Archive Permissions". You may print out one full archival copy of an Ebook but this may only be circulated in the event that the Service is no longer available and in any event at the end of the Term. We do not make archival copies available for Ebooks rented on Short Term Circulation.

We will ensure that, at the time of obtaining an Archival Ebook, You are also able to obtain a reader or client program that is suitable for reading the Archival Ebooks that you have obtained.

If You identify errors or omissions in the downloaded archival copy of the Ebooks, You may either download a corrected copy of the Ebooks when available as a no-cost replacement or, if a corrected copy is not made available, receive a full refund.

7.2 Add chapters to Your Reserve Collection

Where allowed by publishers, You can hold one Chapter of each Ebook forming part of Your Library Collection in Your Reserve Collection. Chapters held in the Reserve Collection are subject to special lending restrictions, as described in Schedule C.

7.3 Buy additional Chapters of Ebooks

For each Ebook already part of Your Library Collection, You can buy an additional Chapter of that Ebook, to be held in Your Reserve Collection.

8 Software to be Installed on Patrons' Computers

We both agree that, in order for Patrons to open and read Ebooks, third-party software may first have to be installed on the computers and other reading devices of Patrons and Library Terminals, and that such software requirements may change from time to time. These software requirements are set out in Schedule F: "Software Requirements for Patrons".

We will notify You in writing at least 30 days in advance of any necessary software installations or upgrades.

9 Who may use the Ebooks?

Use of Your Library Collection is limited to Your Patrons. Patrons may only access Ebooks via an authentication protocol agreed upon by the parties, whose purpose is to ensure that only Your properly registered Patrons have such access.

10 What can Your Patrons do with the Ebooks?

Your Patrons can access Ebooks via the Internet, using their own computers or using terminals in Your premises. Exactly what a Patron can do with an Ebook is set out in Schedule C, "Access Permissions" and Schedule D, "Loan Permissions".

Patrons can:

- a) browse an Ebook before checking it out;
- b) search through Your collection of Ebooks and search individual Ebooks;
- c) read an Ebook for check-out periods set by You;
- d) copy and paste limited amounts of text from Ebooks; and
- e) print a limited number of pages from Ebooks.

The limits of these permissions are set out in Schedules C and D.

11 We may have to remove some Ebooks

We reserve the right, in Our absolute discretion and upon written notice to You, to immediately remove an Ebook from the Library Collection and cease the Service with respect to that Ebook if:

- a) removal is requested by the publisher of that Ebook because of reasonable concern on the part of that publisher that the continued hosting of that Ebook by Us might lay the publisher open to liability or damage;
- b) We receive a bona fide request from a government authority to remove that Ebook;
- c) We reasonably believe that the continued hosting of the Ebook would cause liability or damage to Us, Our related companies, directors, officers, employees or agents; or
- d) We reasonably suspect the Loan Permissions in respect of that Ebook are being or have been breached by You or a Patron.

We will notify you of any such removal pursuant to this Clause and We will refund to You the full purchase price paid for that Ebook.

You acknowledge that, in the event that We remove an Ebook from the Library Collection pursuant to this Clause, the refund of the purchase price is sufficient to satisfy Our obligations to You with respect to that Ebook under this Agreement.

12 Costs and Payment

12.1 Costs

You will pay Us:

- a) for Ebooks and other electronic content materials that You acquire in accordance with Schedule A;
- b) a one-time Platform Fee as defined in Schedule B; and
- c) an annual Maintenance Fee as defined in Schedule B.

12.2 Payment

You must pay Us, or Our authorised distributor (where purchase was made through the authorised distributor), for services and electronic content within 30 days of the date of receipt of Our or Our authorised distributors' invoice for the same.

Any Ebook You order will not belong to You until We (or Our authorised distributor) have received full payment for the Ebook. We shall make the Ebooks You order immediately available; any use made of Ebooks prior to the receipt of payment will count against available permissions, as described in Schedule C.

13 Initial Term: 2 years

The Initial Term of this Agreement commences on the date that the last of Us signs this Agreement and continues for a period of 2 (two) years unless this Agreement is terminated earlier in accordance with Clause 16.3.

14 Things will probably change

We both agree that business models for digital distribution services are changing, and the future is uncertain. Accordingly, and in order that We can remain competitive, We both agree that, after consulting with publishers and libraries, We may amend or vary the Access Permissions, Loan Permissions and other usage rules set out in this Agreement and its schedules. Such amendments or variations will not be retrospectively applied to Ebooks that You have already purchased, unless provided otherwise in this Agreement.

We will notify You 90 days in advance of any such changes.

15 Obligations, Liabilities and Indemnities

15.1 Our obligations to You

See Clause 6.0, "Our Obligations"

15.2 Your obligations to Us

15.2.1 Compliance with restrictions

You undertake not to knowingly circumvent DRM settings, nor to knowingly permit others to do so.

You undertake to:

- a) use reasonable endeavours to ensure that Your Patrons are aware of the Loan Permissions that pertain to the use of Ebooks; and
- b) notify Us promptly if You suspect that a Patron may be in breach of the Loan Permissions and remove or terminate that Patron's access to the Service.

15.2.2 Dealing with Patrons who try to breach security

We both acknowledge that We reserve the right to terminate access to the Library Collection by any Patron that We reasonably suspect is in breach of, or has been attempting to breach or circumvent, the Loan Permissions, and You agree to do what is reasonably necessary to prevent access by that Patron where requested by Us.

You acknowledge that, after notification by Us, You are solely responsible for informing the Patron that the Patron's access to the Library Collection has been suspended, and dealing with any disputes with the Patron. In no circumstances will We be responsible or liable to the Patron for the termination of the Patron's access to the Library Collection pursuant to this Clause 15.2.2.

15.2.3 Access Codes

You will use reasonable efforts to ensure that Access Codes provided to Patrons are kept secure and confidential, and You will notify Us if You become aware of any unauthorised use of an Access Code.

You will be responsible for updating Your database of Patrons, providing Access Codes to new Patrons and terminating the Access Codes of persons that are no longer Patrons of Yours.

15.2.4 Personal data

If You provide personal data of Your Patrons to Us, You warrant and represent that such personal data has been legally and validly obtained from the owners of that personal data and that We will be entitled to use that personal data, subject to Clause 6.10, solely to provide the Service and comply with Our obligations under this Agreement.

15.3 Mutual Obligations

We both agree that it is necessary to continually maintain and upgrade security systems in order to inhibit unauthorised access, copying and re-distribution. Accordingly, We will both co-operate in the implementation of security and control protocols and procedures as they are developed during the Term.

15.4 Liabilities and indemnities

15.4.1 We Indemnify You

We indemnify You from and against all loss, damage, costs and expenses (including reasonable legal expenses) arising out of or in connection with:

- a) Our breach of any obligation under this Agreement;
- b) a breach of any of Our representations, warranties or undertakings contained in this Agreement; or
- c) Our gross negligence or wilful misconduct.

15.4.2 You Indemnify Us

You indemnify Us from and against all loss, damage, costs and expenses (including reasonable legal expenses) arising out of or in connection with:

- a) any deliberate and intentional use of Ebooks by You in breach of this Agreement including but not limited to breaches of the Access Permissions, Loan Permissions and Archive Permissions;
- b) Your deliberate and intentional breach of any of Your obligations under this Agreement;
- c) a deliberate and intentional breach of any of Your representations, warranties or undertakings contained in this Agreement; or
- d) Your gross negligence or wilful misconduct.

15.4.3 Limits to Our Liability

We will use commercially reasonable endeavours to ensure that the Service is free from viruses and similar afflictions but You acknowledge that We do not warrant that the Service or Ebooks will be virus or error free. Upon becoming aware of a virus, worm or similar malicious code, We will take immediate action to remedy the matter.

Other than in respect of any implied terms not permitted to be excluded by law:

- a) We exclude all warranties, express or implied in respect of any Ebooks, the Service or this Agreement, except for those set out herein;
- b) Our maximum aggregate liability in connection with the performance or non-performance of Our obligations under this Agreement (whether for breach of contract, negligence, misrepresentation or otherwise), will not in any circumstances exceed the aggregate amounts paid under this Agreement; and
- c) We will not be liable to You or Patrons for any indirect or consequential damage of any character regardless of the form in which any legal or equitable action may be brought, in respect of the Service or in any way arising out of the circumstances contemplated under this Agreement.

In respect of those implied terms that cannot be excluded by law, Our liability shall be limited, at Our option, to any one or more of the following:

If the breach relates to Ebooks:

- a) the replacement of the Ebooks or the supply of equivalent Ebooks;
- b) the repair of such Ebooks;
- c) the payment of the cost of replacing the Ebooks or of acquiring equivalent Ebooks; or
- d) the payment of the cost of having the Ebooks repaired; and

If the breach relates to Services:

- a) the supplying of the Services again; or
- b) the payment of the cost of having the Services supplied again.

We are not liable for any act by You or Your Patron that is not authorised by Us.

15.4.4 Limits to Your Liability

You will use reasonable endeavours to ensure that Your network is free from viruses and similar afflictions but We acknowl-

edge that You do not warrant that Your network will be virus or error free. Upon becoming aware of a virus, worm or similar malicious code, You undertake to take immediate action to remedy the matter.

Other than in respect of any implied terms not permitted to be excluded by law:

- a) You exclude all warranties, express or implied including (without limitation) those in respect of Your network and Patrons and the ways in which they interact with the Service and Ebooks;
- b) Your maximum aggregate liability in connection with the performance or non-performance of Your obligations under this Agreement (whether for breach of contract, negligence, misrepresentation or otherwise), will not in any circumstances exceed the aggregate amounts paid under this Agreement; and
- c) You will not be liable to Us for any indirect or consequential damage of any character regardless of the form in which any legal or equitable action may be brought, in respect of the Service or in any way arising out of the circumstances contemplated under this Agreement.

You are not liable for any act by Us that is not authorised by You.

15.4.5 Limitation Generally

Nothing in this Agreement excludes or limits either Your or Our liability:

- a) for fraud;
- b) for death or personal injury caused by negligence; or

to the extent that any applicable laws or regulations preclude or prohibit any exclusion or limitation of liability.

16 Other things

16.1 Publisher retains copyright, trademarks, etc

You acknowledge that the copyright and title to the Ebooks and any trademarks or service marks relating to them remain with the publisher of the Ebooks. Neither the Library nor Your Patrons shall have right, title or interest in the Ebooks, except as expressly set out in this Agreement.

16.2 Our Intellectual Property

You do not have and will not acquire pursuant to this Agreement, any right, title or interest in or to Our trade names, trademarks, copyrights, trade secrets, patents or any other of Our Intellectual Property.

16.3 Automatic Renewal and Termination

After the Initial Term, the Agreement will renew automatically for successive one-year periods, subject to termination at any time by either of us on three months' notice in writing to the other party.

16.3.1 Default

A party ("Innocent Party"), may by notice to the other, ("Defaulting Party") terminate this Agreement if:

- a) the Defaulting Party commits a material breach of any obligation under this Agreement which is not capable of remedy or continues to breach any material obligation under this Agreement for 30 days after receiving notice from the Innocent Party of that breach;
- b) an order is made for the winding up or dissolution of the Defaulting Party;
- c) an administrator, a receiver or receiver and manager, official manager, trustee, provisional liquidator or similar officer is appointed for all or any part of the assets or undertaking of the Defaulting Party;
- d) the Defaulting Party enters into, or resolves to enter into, an arrangement, composition or compromise with, or assignment for, the benefit of its creditors generally, or any class of creditors or proceedings are commenced to

sanction such an arrangement, composition or promise;

- e) the Defaulting Party stops payment of or is unable to pay its debts; or
- f) the Defaulting Party ceases to carry on its normal day to day operations.

16.3.2 *Either of us can terminate early*

During The Term, either party may terminate this Agreement on three months' notice in writing to the other party, without having to show cause. If this Agreement is terminated by either party at any time, You will receive a pro-rata reimbursement of the maintenance fees already paid.

16.3.3 *We may terminate if you are inactive*

We may terminate this Agreement on one month's notice in the event that You have not purchased an Ebook for more than 6 months and you have not fully paid the Platform Fee and the annual Maintenance Fee (see Schedule B: "Fees and Terms for Services").

If the Agreement is terminated pursuant to this Clause 16.3.3 parties may agree to the re-commencement of this Agreement upon You making a new addition to Your Library Collection, but We reserve the right to charge You a new set of Fees and not allow the carry forward of any Fees paid previously by You.

To avoid termination of this agreement under this Clause 16.3.3, You may pay the annual Maintenance Fee, even if you have not fully paid out the Platform Fee and have not bought a book for six months. In that case, You and Your Patrons will retain full access to the Services.

16.3.4 *You will still have Access to your Ebooks after termination*

After termination of this Agreement (for whatever reason), subject to the terms of this Clause, We will continue to host, and allow Your Patrons to access, Ebooks forming part of Your Library Collection as at the date of termination, in accordance with the Access Permissions, and grant Loans in accordance with the Loan Permissions.

After termination You will be responsible for:

- a) maintaining and upgrading Your equipment to enable You to continue to access Our Library Service; and
- b) making any necessary additions or removals of Access Codes for Your Patrons.

For the avoidance of doubt, after termination, You will not be entitled to receive the following Services:

- a) Access to Our online catalogue, as described in Clause 6.1;
- b) Access to Our Collection Management Portal, as described in Clause 6.4, and
- c) Technical support in managing your Ebook collection;

but We will continue to provide direct email support to your patrons as set out in Clause 6.5.

16.4 Force Majeure

In the event of a Force Majeure, the Affected Party must give to the other party prompt written notice of:

- a) reasonable particulars of the Force Majeure; and
- b) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.

The relevant obligation, so far as it is affected by the Force Majeure, will be suspended during but no longer than the term of the Force Majeure.

16.5 Sending notices to each other

16.5.1 *In writing*

All notices, requests and other communications to any party under this Agreement must be in writing and must be given to such party at its address as set out in Clause 1, facsimile number or e-mail address specified by the party for that purpose.

16.5.2 *When is a notice deemed to have been sent or received?*

Each notice, request or other communication shall be effective:

if given by facsimile, when the facsimile is transmitted to the facsimile number provided by You, as evidenced by the transmission report; or

if given by any other means, when received at the address provided by you or e-mail server of the addressee.

16.6 Primary contact

Our primary contact with You shall be Your employee, named

_____ whose contact details are as follows:

Email: _____

Tel: _____

You may change the primary contact at any time upon notice to Us.

16.7 Taxes and duties

Any amounts payable by You as stated in this Agreement are stated exclusive of any goods and services tax, value added tax or import duties and You agree to pay such duties and taxes at the rate prescribed by law.

16.8 We can each sign this agreement on separate printed copies

This Agreement may be executed in a number of counterparts and, if so executed, the counterparts taken together constitute one agreement.

16.9 This is the whole agreement

This Agreement embodies the entire understanding and Agreement between Us as to the subject matter of this Agreement.

All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this Agreement are merged in and superseded by this Agreement.

16.10 If any of this is illegal or unenforceable

Any provision of this Agreement which is illegal, void or unenforceable is to be severed without prejudice to the balance of the provisions of this Agreement.

16.11 Assignment

Neither Party may assign their interest in this Agreement without the express written consent of the other, which consent shall not be unreasonably withheld, delayed or conditioned. However, either party may assign this Agreement to its Affiliate or otherwise in connection with the sale of all or substantially all of the assignor's assets in connection with an acquisition or merger or other similar transaction.

16.12 We each cover our own legal costs

The parties must each pay their own legal and other expenses relating directly or indirectly to the negotiation, preparation and execution of this Agreement and all documents incidental to it.

16.13 How this agreement might be amended

This Agreement may only be amended or added to in writing signed by both parties.

16.14 This Agreement is only between Us

This Agreement is between You and Us, and does not confer any rights to Patrons or any other third party referred to in this Agreement.

16.15 Waivers must be in writing

No waiver of any term of this Agreement is binding on a party unless it is in writing and executed by or on behalf of that party. Any such waiver is not a waiver of any other term.

16.16 Governing Law

This agreement shall be governed by and construed in accordance with the laws the laws of the State of Western Australia. Any dispute, if not amicably settled, shall be submitted to the courts of the State of Western Australia.

EXECUTED as an agreement.

SIGNED for and on behalf of Lincoln Memorial University

By its duly authorised signatories

[Handwritten Signature]
Signature

Dr. A. JAMES DAWSON
Print name

1-20-10
Date

~~_____
Signature

Print name

Date~~

SIGNED for and on behalf of EBOOKS CORPORATION LIMITED

by the authority of its Directors in accordance with section 127 of the Corporations Act

Director signature

Print name

Date

Secretary / Director signature

Print name

Date

17 Schedule A: Fees and Terms for Materials

We sell materials in three forms; namely, Ebook purchase, Short Term Loan and Chapters.

17.1 Ebook Pricing

The publisher sets Ebook prices. For pricing purposes, We distinguish between three classes of book:

- a) Monograph (Non-Linear Lending)
- b) Reference (Unlimited Multiple Concurrent Use)
- c) Text books (Limited Multiple Concurrent Use)

Monographs are available to Patrons on a "non-linear lending" basis. This means that the Ebooks are for limited multiple concurrent use. We recommend that publishers price monographs the same as the print version.

Reference books are available to Patrons for unlimited multiple concurrent use. Publishers typically charge more than the print price for reference Ebooks.

Text books can be lent to three concurrent Patrons. Publishers typically charge more than the print price for online text Ebooks.

For a detailed explanation of the way each of these lending models works, see Schedule C: "Access Permissions".

17.2 Chapter Pricing

The publisher sets the price at which Chapters are sold.

17.3 Short Term Loan

The publisher sets the price at which Ebooks can be "rented" by a library for a short period for a single patron.

Prices are published in Our online catalogue.

18 Schedule B: Fees and Terms for Services

The Service Fees are comprised of a one-time Platform Fee and Maintenance Fees.

18.1 One-time Platform Fee: \$5,000 Incrementally, \$3,000 Up Front

The One-time Platform Fee can either be paid upfront or incrementally as you purchase content. We charge a fee of \$5,000 Platform Fee for the incremental payment option and this is paid on a pay-as-you-go basis by adding 10% to the cost of each Ebook purchased. Once Your Platform Fee payments total \$5,000, there is no more to pay for the Platform Fee. If you choose to pay this Platform Fee incrementally and your subsequent incremental payments do not reach \$5,000, we will not require that you remit any unpaid balance. In other words, you will only ever be required to pay the additional 10% fee on books that you have purchased, even if your incremental payments never reach \$5,000.

We offer a discount of \$2,000 if the Platform Fee is paid upfront, prior to commencement of the Service. If you elect to pay the Platform Fee upfront, You will be invoiced for it when We receive this signed agreement. Payment shall be due within 45 days of the date of receipt of such invoice.

18.2 Annual Hosting/Maintenance Fees: \$750

Commencing one year after the payment of the Platform Fee (either from the date of up-front payment or upon reaching the total Platform Fee incrementally), You will be charged an annual maintenance fee ("Maintenance Fee"). The Maintenance Fee is \$750 and is payable for each year of the Term. The Maintenance Fee shall be paid within 45 days of the date of receipt of

the invoice for the same. Such invoice to be issued on the anniversary of the payment of the Platform Fee.

The Maintenance Fee will be waived if You spend \$3,000 or more in a calendar year. This will be assessed annually in January, starting one year after the first January after the Platform Fee is paid. I.e. if the Platform Fee is paid on August 10, 2010 then the Maintenance Fee would first be assessed in January 2012.

18.3 Ceasing payment of Platform or Maintenance Fees

If You stop buying Ebooks and stop paying the Fees, you will NOT lose access to the Ebooks You have already purchased.

If You stop buying Ebooks and stop paying the Fees, You WILL LOSE ACCESS to Our Library Management Portal. This means that Patrons will still be able to access the Ebook titles purchased by You but that librarians will no longer be able to provide e-reserve functionality, access system settings or see usage statistics.

To avoid termination of this agreement under Clause 18.3.3 for inactivity, You may pay the annual Maintenance Fee, even if you have not fully paid out the Platform Fee and have not bought a book for six months. In that case, You and Your Patrons will retain full access to the Services. Subsequent purchases would continue to be subject to the 10% price premium until your Platform Fee is fully paid.

19 Schedule C: Access Permissions For Ebooks

19.1 Description of Three Lending Models

Because not all Ebooks are the same, We offer three different lending models for Ebooks. The publisher chooses which lending model to apply to any given Ebook. Alternatively, if You don't want to buy a particular Ebook outright, You might just rent it for a short term. This section summarises the different ways that You can add Ebooks to Your collection.

19.1.1 *Non-Linear Lending applies to most monographs.*

The vast majority of Our books are available on this basis. Non-linear lending ("NLL") allows a number of Patrons to use the same Ebook simultaneously. In this way, You and Your Patrons have flexible access that makes sense in the digital age.

Each NLL Ebook is sold with a "bundle" of 325 loan instances per year. A loan instance is any period of Patron access that is more than the permitted free browsing period and up to 24 hours. Patron usage of Ebooks is monitored by Us. The number of available Loan instances for an Ebook renews to 325 at the beginning of each year of ownership. If the number of Loan instances in any given year reaches 325, the book "turns off" unless You buy another copy.

Examples (Assume that You buy an Ebook on 1 July)

To start with, You have 325 loan instances available. If, a year later, only 35 loan instances have been used, then You will still have 290 unused Loan instances. On 1st July, the number of available loan instances for that Ebook will re-set to 325.

If instead, six months after buying the Ebook, you see that 310 Loan instances have been used, You may consider buying a second copy of the Ebook, to ensure continuous availability to Your Patrons.

You would then have two copies of the same book, one of which has 15 remaining Loan instances and the other has 325. Having bought the second copy, You will then have a total of 660 available Loan instances per year for that title.

Confidential: EBL Library Service Agreement

Q. Where did the number 325 come from?

A. It's the best We could negotiate with Ebook publishers.

No-one is certain how business models or technical capabilities for digital book distribution will evolve, and We're determined to be flexible and responsive to the needs of readers and authors, and to emerging technical developments. One of the uncertain factors is *that* number. We don't know if 325 is too restrictive or too wide open – It's unlikely to be just right. In Our contract with You (Clause 14: "Things will probably change") We highlight the possibility of changing this number.

If it's possible to increase the number, We certainly will. Conversely, if it becomes apparent that authors are being impoverished by a model that is so wide open, We may have to tighten it.

In any event, We will not change this or any other access or usage rule without considerable consultation with stakeholders. And no future changes will affect the functioning of Ebooks that You've bought already.

19.1.2 *Unlimited Multiple Concurrent Use is suitable for some reference works.*

Any number of Patrons can access reference works simultaneously. There is no limit on the annual number of Loan instances for reference works.

19.1.3 *Limited Multiple Concurrent Use is suitable for course text books.*

In this case, usage is limited to three concurrent Patrons. Text books come with 325 annual Loan instances.

19.2 Short-Term Circulation

Rent Ebooks as an alternative to inter-library loan

The three models described above relate to Ebooks that You buy and own in perpetuity. However, there are times when You need to satisfy a request without buying a copy of the requested Ebook.

Normally You might execute an inter-library loan to fulfil that request. With Our Short-Term Circulation system, you can rent a copy of an Ebook for a fraction of the price – and supply it immediately to the Patron who needs it. Short Term Loan is faster, easier and often cheaper than executing an inter library loan.

The following pages explain the access and usage permissions available to You and Your Patrons

19.3 Summary of access and usage permissions available to You and Your Patrons

19.3.1 ① *Non-Linear Lending (The lending model that applies to most of our titles)*

An Ebook supplied with NLL access permissions can be used by You under the following terms:

325 Loan Instances	Patrons may borrow the Ebook for an equivalent total of 325 Loan instances per year. The Ebook may be lent to more than one Patron at a time but the total combined number of loan instances used cannot exceed 325 per year. Where usage reaches 325 instances, You will be denied the ability to lend that Ebook until the end of that year, at which point You will be entitled to another 325 instances for the new year. At any time, You may purchase another copy of the same Ebook and will be entitled to an additional 325 Loan instances per year.
HTML Preview	Patrons may review metadata, summary and table of contents of an Ebook on-line for an unlimited period.
Free online browsing	Ebook may be viewed on-line by an unlimited number of Patrons for a maximum of 10 minutes once every 24 hours for each Patron. In cases where You have catalogued titles that your library has not yet bought from EBL, Your patrons may view those Ebooks for 5 minutes.
On-line Loans	Any on-line viewing that exceeds the browse period by the same Patron will be deemed to be an on-line Loan ("Loan Instance").
Off-line Loans	A Patron may download an Ebook to their computer for nominated Loan periods. Once downloaded, the Ebook may be transferred by the Patron to two authenticated devices within the allotted Loan period. Unless the Patron has logged in and renewed the Loan, the Ebook will be disabled on their machine(s) once the Loan period has expired.
Reserve collection	Where permitted by the publisher, You will be entitled to place, as a separate holding in Your Reserve Collection, either an entire Ebook or one Chapter of any Ebook. Entire Ebook Placing an entire Ebook into the Reserve Collection removes it from general circulation and makes it available under Reserve Collection permissions (see below). Chapters (Chapters) as a separate holding; or, (ePacks) as part of a group of Chapters, known as an ePack. An ePack is a group of Chapters from various Ebooks that form part of the Library Collection. A limit of 1 Chapter may be included from any one Ebook in an ePack. You may also pay for additional Chapters to be used in an ePack for titles held in their catalogue. Placing Chapter(s) into the Reserve Collection does not remove the Ebook from general circulation. *Note – the above permissions apply per holding per title. If You have 2 copies of the same title, then You have the above reserve permissions for each title. (Two holdings of an Ebook gives You the right to use 1 Chapter from each book or 2 Chapters from that title (either separately or as part of an ePack), each title without removing the book from general circulation).

19.3.2 ② *Unlimited Access (Reference Books)*

Ebooks that are purchased with Unlimited Access permissions can be used by You on the same terms as NLL Ebooks, with the following exceptions:

Usage	Unlimited number of Loan instances and concurrent Patrons permitted.
Offline Loans	Length of download Loan period is limited to a maximum of 6 weeks per Patron.

19.3.3 ③ *Limited Multiple Concurrent Use (Textbooks)*

Ebooks that are purchased with limited multiple concurrent use access permissions can be used by You on the same terms as NLL Ebooks, with the following exception:

Usage	Maximum of 3 concurrent Loans (whether on-line or off-line) at any one time.
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19.3.4 Short Term Loan (Rental, or "STL")

Ebooks that are supplied on a Short Term Loan basis have very different permissions from those that apply to Ebooks that You purchase outright:

You can acquire an Ebook to lend to a single Patron for one limited-term Loan only. STL Ebooks can be made available to Patrons on either a mediated or non-mediated access basis. STL Ebooks are available for the Patron to either read online or download to their computer. STL Ebooks cannot be made available to more than one Patron.

Once downloaded, the Ebook may be transferred by the Patron to two authenticated devices within the allotted Loan period. Unless the Patron has logged in and renewed the Loan, the Ebook will be disabled on their machine(s) once the Loan period has expired.

19.3.5 Reserve Collection

Usage	Only one Patron at a time may access reserve items.
Printing	A Reserve Chapter may be printed one time per Patron.
Loan Period	A maximum Loan period of 24 hours and a minimum Loan period of 1 hour.
Preview and Browsing	Reserve items can be browsed/previewed for up to 10 minutes. If copy/paste or print happens then a Loan will be activated.

20 Schedule D: Loan Permissions

This schedule describes what Your Patrons can do with the Ebooks

20.1 Patron Permissions

In addition to those entitlements set out in the Agreement, Authorised Patrons have the following entitlements in respect of any Ebooks borrowed (whether on-line or off-line), subject to any restrictions specified by publishers of the Ebooks from time to time. These entitlements apply per Patron, per Ebook:

20.1.1 Printing

Print up to 20% of the total pages of the Ebook or Chapter (if Loan is of a Chapter only) for the Patron's personal use.

20.1.2 Copy / Paste

Utilise copying and pasting functionality for up to 5% of the total pages of the Ebook or Chapter (if Loan is of a Chapter only).

Note: Our system tracks Loans and the printing and copy-paste allowances for each Patron.

In the case of access within the online reader, We monitor actual Patron usage per title and this reduces copy and pasting allowance according to actual usage.

If a Patron attempts to print or copy-paste beyond the specified allowance for any title, they will receive a message stating that they have used all of their permissions for the Ebook (and, where allowed, direct them to pay for pages or chapters of the Ebook).

In the case of offline access (downloaded Ebooks), the allowance is reduced to half on a second download by the same Patron within a 6 week period and to zero allowance on subsequent downloads.

20.1.3 Ebook Functions

Utilise functional capabilities in the Ebook, including searching, hyperlinking, bookmarking, note-taking, annotation and highlighting parts of the Ebook for personal use where the format permits.

20.1.4 Read Aloud

Use the "read aloud" function in the Ebook provided the format of the Ebook permits.

20.2 Prohibitions

The Patron may not:

- a) disseminate, distribute or otherwise make available the Ebooks to other persons or any part of the Ebook in any format;
- b) change, adapt or animate any part of an Ebook;
- c) translate any part of an Ebook for publication or public distribution or performance;
- d) reproduce an Ebook in the form of a film or video;
- e) use the Ebook in an interactive multimedia format;
- f) do anything not allowed in Clause 20.1 of this Schedule D; or
- g) do anything with the Ebook that is not for personal use.

21 Schedule E: Archive Permissions

An Ebook that is obtained as an archival copy is for use by one Patron at a time and is not subject to any loan instance restrictions. You can print one copy of an Archival Ebook and store it on a single computer on Your premises. Patrons can only read an Archival Ebook on the computer on which it is stored. Archival Ebooks cannot be networked or accessed remotely. In the event that We can no longer provide access to a title via the EBL system, You have the right to:

- a) print and bind a copy of that Ebook for circulation;
- b) reprint that Ebook when the circulation copy wears out; and
- c) store and display a copy of that Ebook on a single computer terminal.

22 Schedule F: Software Requirements for Patrons

22.1 Adobe Digital Editions

In order to download an Ebook, Patrons must have the latest version of Adobe Digital Editions installed on their computer.

CONSENT OF THE CITY OF KNOXVILLE

Reference is hereby made to that certain Agreement dated January 5, 1982 and recorded in Trust Deed Book, 1992, page 521 in the Knox County Register's Office (the "Municipal Lease") made and entered into by and between the City of Knoxville, a municipal corporation organized and existing under the laws of the State of Tennessee (the "City"), and Old City Hall Knoxville Partnership, a Tennessee limited partnership ("OCHKP"), covering the premises, including the Old City Hall Complex, located on a certain parcel of real property consisting of approximately 2.75 acres located at Broadway and Summit Hill Drive in Knoxville, Knox County, Tennessee (the "Premises"). All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Municipal Lease.

W I T N E S S E T H:

WHEREAS, OCHKP is the sublessor under that certain Lease made and entered into between OCHKP and Tennessee Valley Authority, a corporate agency and instrumentality of the United States government ("TVA"), dated May 2, 1983, as subsequently amended by that certain Supplemental Lease Agreement dated as of May 14, 1984 and that Second Amendment to Lease Agreement dated April 21, 2003 (collectively, the "TVA Lease"), pursuant to which OCHKP has subleased to TVA certain commercial office space at the Old City Hall Complex located at the intersection of Broadway and West Summit Hill Drive, Knoxville, Tennessee; and

WHEREAS, OCHKP and TVA desire to terminate the TVA Lease subject to the proposed terms and conditions set forth in the proposed Lease Termination Agreement attached hereto as Exhibit A (the "TVA Lease Termination"); and

WHEREAS, immediately following the effective date of the TVA Lease Termination, OCHKP desires to sublet the Premises (exclusive of the portion subleased to the party identified below) to Lincoln Memorial University, a non-profit corporation with a principal place of business located at 6965 Cumberland Gap Parkway, Box 2003, Harrogate, Tennessee 37752, pursuant to the terms and conditions set forth in the Sublease Agreement attached hereto as Exhibit B (the "LMU Sublease"); and

WHEREAS, a portion of the Premises consisting of 3,000 square feet, more or less, has been sublet by TVA to Lindsay &

Maples Architects, Incorporated pursuant to a Sublease which is to be assigned to OCHKP (the "L&M Sublease"); and

WHEREAS, a portion of the Premises consisting of 2,200 square feet, more or less, has been sublet by OCHKP to Asset & Equity Corporation pursuant to a Sublease (the "A & E Sublease"); and

WHEREAS, the Municipal Lease provides in two (2) places, in the fifth WHEREAS clause and in ARTICLE III thereof, that the Premises have been let to OCHKP for use as commercial office space and that the prior written approval of the City is required before changing said use; and

WHEREAS, LMU desires to sublet the Premises from OCHKP for use as an educational institution including, but not limited to, the use of the Premises for class rooms and administrative offices (the "Change of Use"); and

WHEREAS, the City's consent to (i) the Termination of the TVA Lease, (ii) the LMU Sublease, (iii) the L&M Sublease, (iv) the A & E Sublease and (v) the Change of Use is required in each case pursuant to the terms of the Municipal Lease.

NOW, THEREFORE, in consideration of the mutual covenants herein and in the Municipal Lease contained and for other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree as follows:

1. Expressly conditioned upon the execution and delivery by OCHKP of a first amendment to the Municipal Lease in form satisfactory to the City, and the recording thereof in the Knox County Register's Office, the City hereby consents to (i) the Termination of the TVA Lease, (ii) the LMU Sublease, (iii) the L&M Sublease, (iv) the A & E Sublease, and (v) the Change of Use.

2. OCHKP acknowledges and agrees that this Consent of the City to the LMU Sublease, the L&M Sublease, the A & E Sublease and the Change of Use does not constitute a waiver by the City of the requirement in the Municipal Lease that the City consent to any further subletting of the Premises or any further change of use.

3. The City and OCHKP agree that the Municipal Lease shall continue in effect for the remaining term thereof and, except as otherwise provided herein, pursuant to the terms and conditions set forth therein.

4. Nothing contained in this Consent shall be construed to modify or amend the Municipal Lease in any manner or be deemed a waiver by the City of any terms or conditions of the Municipal Lease, including, without limitation, the City's right to approve any subsequent assignment or subletting of the Municipal Lease or the Premises.

5. OCHKP acknowledges and agrees that the Municipal Lease is in full force and effect and has not been amended or modified in any respect, that OCHKP is not in breach or default in the performance of any of its obligations under the Municipal Lease, and that there is no fact or circumstance which, with the giving of notice or the passage of time or both, would constitute such a breach or default.

IN WITNESS WHEREOF, the City of Knoxville and Old City Hall Knoxville Partnership have caused this Consent of the City of Knoxville to be executed on this 21 day of February, 2008.

THE CITY OF KNOXVILLE

By: [Signature]

duly authorized

OLD CITY HALL KNOXVILLE
PARTNERSHIP

by its General Partner
ANDERSON NOTTER INVESTMENT
ASSOCIATES IV

By: [Signature]

James G. Alexander,
General Partner

JLC70459-B

CONSENT OF FIRST TENNESSEE BANK NATIONAL ASSOCIATION

Reference is hereby made to that certain loan in the original principal amount of Five Million Six Hundred Fifty Thousand (\$5,650,000) Dollars (the "Loan") made by First Tennessee Bank National Association, a national banking association with offices for the conduct of business in Knoxville, Tennessee ("Lender"), to Old City Hall Knoxville Partnership, a Tennessee limited partnership ("OCHKP"), evidenced by that certain (i) Loan Agreement, and (ii) Promissory Note each dated June 28, 1999, which Loan Agreement and Promissory Note and other obligations of OCHKP to the Lender are secured by a (A) Deed of Trust, Assignment of Rents and Security Agreement of even date, executed by OCHKP in favor of J. Michael Winchester, as Trustee for the benefit of Lender (the "Loan Deed of Trust"), which Loan Deed of Trust grants a lien against the premises, including the Old City Hall Complex, located on a certain parcel of real property consisting of approximately 2.75 acres located at Broadway and Summit Hill Drive in Knoxville, Knox County, Tennessee (the "Premises"), and (B) Assignment of Leases and Rents of even date ("Assignment") (the Loan Agreement, Note, Loan Deed of Trust and Assignment collectively referred to as the "Loan Documents"). All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Loan Documents.

W I T N E S S E T H:

WHEREAS, pursuant to the terms of the Loan Documents, all the rents, leases and income of OCHKP have been collaterally assigned to Lender to secure the payment of the Loan, which assignment remains in full force and effect until (i) the payment in full of the Note and (ii) the payment and performance by OCHKP of all of OCHKP's duties, obligations and indebtedness under the Note and other Loan Documents; and

WHEREAS, OCHKP is the lessor under that certain Lease made and entered into between OCHKP and Tennessee Valley Authority, a corporate agency and instrumentality of the United States government ("TVA"), dated May 2, 1983, as subsequently amended by that certain Supplemental Lease Agreement dated as of May 14, 1984 and that Second Amendment to Lease Agreement dated April 21, 2003 (collectively, the "TVA Lease"), pursuant to which OCHKP has subleased to TVA certain commercial office space at the Old City

Hall Complex located at the intersection of Broadway and West Summit Hill Drive, Knoxville, Tennessee; and

WHEREAS, OCHKP and TVA desire to terminate the TVA Lease subject to the terms and conditions set forth in the Lease Termination Agreement attached hereto as Exhibit A (the "TVA Lease Termination"); and

WHEREAS, immediately following the effective date of the TVA Lease Termination, OCHKP desires to sublet the Premises (exclusive of the portion subleased to the parties identified below) to Lincoln Memorial University, a non-profit corporation with a principal place of business located at 6965 Cumberland Gap Parkway, Box 2003, Harrogate, Tennessee 37752, pursuant to the terms and conditions set forth in the Sublease Agreement attached hereto as Exhibit B (the "LMU Sublease"); and

WHEREAS, a portion of the Premises consisting of 3,000 square feet, more or less, has been sublet by TVA to Lindsay & Maples Architects, Incorporated pursuant to a Sublease which is to be assigned to OCHKP (the "L&M Sublease"); and

WHEREAS, a portion of the Premises consisting of 2,200 square feet, more or less, has been sublet by OCHKP to Asset & Equity Corporation pursuant to a separate Sublease (the "A & E Sublease"); and

WHEREAS, the Lender's consent to (i) the Termination of the TVA Lease, (ii) the LMU Sublease, (iii) the L&M Sublease, and (iv) the A & E Sublease is required in each case pursuant to the terms of the Loan Documents.

NOW, THEREFORE, in consideration of the mutual covenants herein and in the Loan Documents and for other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree as follows:

1. The Lender hereby consents to (i) the Termination of the TVA Lease, (ii) the LMU Sublease, (iii) the L&M Sublease, and (iv) the A & E Sublease; provided, however, that all rights and priority of Lender in the lien and enforcement of its Loan, Deed of Trust, Assignment, and other Loan Documents are specifically reserved by Lender; and, that Lender is and shall be entitled to a first priority lien and security interest in the Termination Payment described in the TVA Lease Termination.

2. OCHKP acknowledges and agrees that this Consent of the Lender to the Sublease to LMU does not constitute a waiver by the Lender of its rights to prohibit any further subletting of the Premises without the Lender's consent as provided in the Loan Documents.

3. The Lender and OCHKP agree that the Loan Documents shall continue in effect for the remaining term thereof and, except as otherwise provided herein, pursuant to the terms and conditions set forth therein.

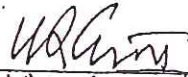
4. Nothing contained in this Consent shall be construed to modify or amend the Loan Documents in any manner or be deemed a waiver by the Lender of any terms or conditions of the Loan Documents, including, without limitation, the Lender's right to approve any subsequent assignment or subletting of all or any portion of the Premises.

5. OCHKP warrants, covenants, and agrees that the Loan Documents are in full force and effect and have not been amended or modified in any respect; that OCHKP is not in breach or default in the performance of any of its obligations under the Loan Documents; that it is duly organized and validly existing in this jurisdiction and has authorized by appropriate action the execution and delivery of this Consent; and, that there is no fact or circumstance which, with the giving of notice or the passage of time or both, would constitute such a breach or default.


6. OCHKP agrees and acknowledges that the Termination Payment described in the TVA Lease Termination constitutes "rents, earnings, issues, income, and profits from the Mortgaged Property and/or from Leases" as well as other sums due or to become due therefrom, such Termination Payment being subject to and covered by the Loan Documents of the Lender as part of the collateral (or proceeds thereof) securing repayment of the Loan.

IN WITNESS WHEREOF, First Tennessee Bank National Association and Old City Hall Knoxville Partnership have caused this Consent of First Tennessee Bank National Association to be executed on this 26th day of February, 2008.

FIRST TENNESSEE BANK
NATIONAL ASSOCIATION

By: 
Vice President
duly authorized

OLD CITY HALL KNOXVILLE
PARTNERSHIP
by its General Partner
ANDERSON NOTTER INVESTMENT
ASSOCIATES IV

By: 
James G. Alexander,
General Partner

JL070460-B

EXHIBIT A

(COPY OF LEASE TERMINATION AGREEMENT)

This Instrument Prepared by:
Morris Kizer
City of Knoxville Law Department
Suite 699, 400 Main Avenue
Knoxville, Tennessee 37902

Contract No. C-82-8

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is entered into as of the 25th day of February, 2008, by and between the CITY OF KNOXVILLE, a Tennessee municipal corporation (hereinafter referred to as "the City"), and the OLD CITY HALL KNOXVILLE PARTNERSHIP, a Tennessee limited partnership (hereinafter referred to as "the Developer"):

WITNESSETH

WHEREAS, the City and the Developer entered into an "Agreement," dated January 25, 1982, designated as Contract No. C-82-8 ("the Lease"), whereby the City leased to the Developer a tract of improved real property commonly known as the Old City Hall, located at the northeast intersection of West Summit Hill Drive and Broadway, Knoxville, Tennessee ("the Leased Premises"); and

WHEREAS, the Lease is recorded in Trust Deed Book 1992, Page 521 in the Office of the Register of Deeds for Knox County, Tennessee ("the Register's Office"), and is further designated as Instrument No. 198205180020939 in the Register's Office; and

WHEREAS, the Leased Premises are more particularly described in the Lease; and

WHEREAS, the parties agree to amend the Lease in the manner hereinafter stated.

NOW THEREFORE, for and in consideration of the mutual agreements herein stated, the sufficiency of which is acknowledged, the parties agree as follows:

1. The first un-numbered paragraph of the Lease is amended by deleting the words and numbers "107 Main Street, SW, Knoxville, Tennessee."
2. Section VIII. (d) of the Lease is amended by deleting the same and by substituting in lieu thereof the following paragraph:

Throughout the term of this Lease, the Developer or its subtenant shall procure and maintain occurrence version commercial general liability insurance or equivalent form with limits in an amount of the greater of (i) the limits proscribed by the Tennessee Governmental Tort Liability Act, T.C.A. Section 29-20-101 et seq., as those limits may be modified from time to time, or (ii) Three Million Dollars (\$3,000,000.00) per occurrence and in the aggregate for bodily injury, personal injury and

property damage. The policy or policies shall name the City and its agents and employees as additional insureds, shall be in form and with such companies as is reasonably acceptable to the City, and shall be non-cancelable without thirty (30) days prior written notice to the City. The coverage afforded by the policy or policies shall be primary coverage as respects the City and its agents and employees; provided, however, that so long as First Tennessee Bank National Association, a national banking association with offices for the conduct of business in Knoxville, Tennessee, or its successors or assigns ("First Tennessee"), holds a first mortgage or Deed of Trust, Assignment of Rents and Security Agreement on the leasehold interest held by the Developer on the Leased Premises (the "First Mortgage"), First Tennessee shall be the primary insured. Any liability insurance of the City shall be excess of the Developer's policy or policies and will not contribute with it.

3. Section XIV. (b) of the Lease is amended by deleting the words and numbers "107 Main Street, SW, Knoxville, Tennessee, 37902" and by substituting in lieu thereof the following:

Mr. James G. Alexander
General Partner
Anderson Notter Investments Associates IV
77 North Washington Street
Boston, MA 02114
(617) 227-9272 x104
Fax: (617) 227-5582
Email: jfa@faainc.com

With a copy to:

Lawrence Litwak, Esq.
Greif & Litwak, P.C.
20 William Street, Suite 320
Wellesley, MA 02481
(781) 489-1040
Fax: (617) 723-9490
Email: Larry@gltaxlaw.com

or to such other address as the Developer may designate in writing to the City. Prior to the City's receipt of a written designation for the purpose of notice, any notices sent by the City to the above stated addresses shall be conclusively presumed to have been received by the Developer and shall be effective for all purposes under the Lease.

4. Section XX of the Lease shall be deleted. With the exception of the First Mortgage, from and after the date of this First Amendment, the Lease shall never be subject or subordinate to any mortgage placed on the Leased Premises by the Developer or any other person or entity. However, from and after the date of this First Amendment, the Developer may secure

financing or general credit lines, and grant to any single lender as security therefor a leasehold mortgage, and a collateral assignment of the Developer's leasehold interest in the Leased Premises with rights of reassignment. In connection with such financing, the City agrees to cooperate with the Developer and enter into a non-disturbance agreement satisfactory to the City that will provide that: (i) the City shall give prompt written notice to such lender of all defaults by the Developer of those obligations under the Lease that are of such a nature as to give the City a right to terminate the Lease, and such lender shall have a reasonable opportunity (but shall not be required) to cure the same; and (ii) if the interest of the Developer shall be acquired by such lender by reason of foreclosure of its leasehold mortgage or other proceedings, and such lender succeeds to the interest of the Developer under the Lease, the City agrees that so long as any and all defaults of the Developer have been cured, and there exists no default under the Lease, then, at such lender's option: (x) the Lease shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease, and the City shall thereupon be bound to such lender under all of the terms, covenants, and conditions of the Lease for the balance of the term thereof remaining, with the same force and effect as if such lender were the lessee under the Lease; or (y) the City shall enter into a new lease with such lender or, provided lender has identified an assignee reasonably satisfactory to the City, lender's assignee, effective as of the date of foreclosure, but otherwise upon the identical terms and conditions of the Lease. Notwithstanding the foregoing, nothing stated in this Section 4 shall affect or impair the rights of the holder of the First Mortgage existing as of the date of the execution of this First Amendment.

5. Subject to and expressly conditioned upon the execution and delivery by any mortgagee and/or beneficiary of any mortgage or deed of trust covering the City's fee interest in the Leased Premises ("Fee Mortgagee") to the Developer of a non-disturbance and attornment agreement in the form described below, the Developer agrees to subordinate the Lease to any such mortgage or deed of trust ("Fee Mortgage") which may hereafter encumber all or any portion of the Leased Premises, and to all renewals, modifications, consolidations, replacements and extensions of a Fee Mortgage. In the event that a Fee Mortgagee fails or refuses to deliver such non-disturbance and attornment agreement to the Developer then the Lease shall be and remain prior and superior to a Fee Mortgage until such time as the Fee Mortgagee executes and delivers to the Developer a non-disturbance and attornment agreement in the form provided for herein. Subject to and strictly conditioned upon the execution and delivery to the Developer of such non-disturbance and attornment agreement as aforesaid, the Developer agrees, at the City's request, to execute and return to the City an appropriate certificate or instrument evidencing and confirming such subordination within five (5) business days after receipt of same from the City. The above described non-disturbance and attornment agreement shall be in form and content reasonably acceptable to the Fee Mortgagee and the Developer and shall provide that in the event of the enforcement by the Fee Mortgagee of the remedies provided for by law or by the Fee Mortgage, the Developer will attorn to and become the tenant of any person or party succeeding to the interest of the City as a result of such enforcement without change in the terms or provisions of the Lease and shall additionally provide that such successor in interest shall not under any circumstances disturb the Developer's possession of the Leased Premises under the Lease so long as the Developer performs its obligations under the Lease. Such non-disturbance and attornment agreement shall provide that in no event shall the Fee Mortgagee be liable for (i) any obligations or default by the City accruing or

occurring prior to the date of foreclosure by the Fee Mortgagee or (ii) any modification, amendment or change in the Lease without the written consent of the Fee Mortgagee. The City represents that as of the date hereof the Leased Premises are not encumbered by a Fee Mortgage.

6. Within ten (10) days after written request by the City, the Developer shall execute, acknowledge, and deliver to the City, or to such other party as may be designated by the City, a certificate stating that the Lease is in full force and effect and has not been modified, supplemented or amended in any way, except as indicated in such certificate; that all conditions and agreements hereunder to be performed by the City have been satisfied or performed, except as set forth in said certificate; and that the Developer is not in default in the payment of rent or the payment or performance of any of the other obligations required of the Developer under the Lease.

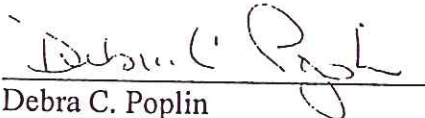
7. Either party may record this First Amendment in the Register's Office.

8. The execution and delivery of this First Amendment was approved by the Knoxville City Council at its regularly scheduled meeting on February 12, 2008, by Resolution R-58-08.

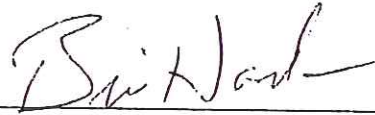
9. Except as amended herein, the terms of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives as of the date stated above.

APPROVED AS TO FORM:


Debra C. Poplin
Law Director

CITY OF KNOXVILLE

By: 
Bill Haslam
Mayor

OLD CITY HALL KNOXVILLE
PARTNERSHIP

By: Anderson Notter Investment Associates IV
Its General Partner

By: 
James G. Alexander
Its General Partner

ACKNOWLEDGMENTS APPEAR ON THE FOLLOWING PAGE

I hereby certify that this is a true and exact copy of the original document on file in the Knoxville City Recorder's Office.

Austen Wilson

Assistant City Recorder

2-14-2008

(Date)



RESOLUTION

RESOLUTION NO. R-59-08

1 A RESOLUTION OF THE COUNCIL OF THE
2 CITY OF KNOXVILLE AUTHORIZING THE
3 MAYOR TO EXECUTE A "CONSENT OF
4 THE CITY OF KNOXVILLE" RELATIVE TO
5 THE CITY OF KNOXVILLE'S LEASE
6 AGREEMENT WITH OLD CITY HALL
7 KNOXVILLE PARTNERSHIP.

RESOLUTION NO: R-59-08

REQUESTED BY: Law

PREPARED BY: Law

APPROVED AS TO FORM AND
CORRECTNESS:

Director of Law

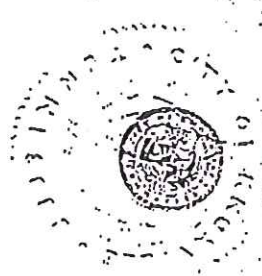
APPROVED: 02-12-2008

APPROVED AS
AN EMERGENCY
MEASURE:

MINUTE BOOK 72 PAGE

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WHEREAS, on January 25, 1982, the City of Knoxville ("the City") and Old City Hall Knoxville Partnership ("the Partnership") entered into a lease agreement, designated as Document No. C-82-8 ("the Lease Agreement"), whereby the City leased certain real property to the Partnership; located at the northeast intersection of West Summit Hill Drive and Broadway, known as the Old City Hall ("the Property") for a term of fifty years; and



1 WHEREAS, under the Lease Agreement, the Partnership is required to use the Property for
2 commercial office space, and is further required to obtain the City's consent for the sublease of the
3 Property, or any portion thereof; and
4

5 WHEREAS, with the City's prior consent, in 1983 the Partnership subleased the Property to
6 the Tennessee Valley Authority ("TVA") for a term of thirty years, with the term of the sublease
7 expiring in 2013; and
8

9 WHEREAS, TVA entered into sub-sublease agreements with respect to portions of the
10 Property with Lindsay & Maples Architects, Incorporated ("Lindsay & Maples") and with Asset &
11 Equity Corporation ("Asset & Equity"); and
12

13 WHEREAS, TVA desires to terminate its sublease with the Partnership; and

14 WHEREAS, the Partnership desires the City to consent to the termination of the
15 Partnership's sublease with TVA; and
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17 WHEREAS, the Partnership desires to sublease the portion of the Property heretofore
18 subleased to TVA to Lincoln Memorial University ("LMU") for educational purposes; and
19

20 WHEREAS, the Partnership's sublease to LMU requires the City's approval; and

21 WHEREAS, LMU's use of a portion of the Property for educational purposes requires the
22 City's approval; and
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24 WHEREAS, the Partnership desires to treat the sub-subleases from TVA to Lindsay &
25 Maples and to Asset & Equity as direct subleases between the Partnership and Lindsay & Maples and
26 Asset & Equity; and
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WHEREAS, the Partnership's subleases to Lindsay & Maples and Asset & Equity require the City's approval; and

WHEREAS, the Partnership has requested the City to execute a "Consent of the City of Knoxville" in the form attached hereto, whereby the City grants its consent to the foregoing;

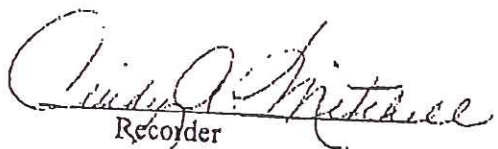
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KNOXVILLE AS FOLLOWS:

SECTION 1: The Mayor be, and hereby is, authorized to execute and deliver to Old City Hall Knoxville Partnership the "Consent of the City of Knoxville," a copy of which is attached hereto.

SECTION 2: This Resolution will take effect from and after its passage, the welfare of the City requiring it.



Presiding Officer of the Council


Recorder

8 106

SHERRY WITT
REGISTER OF DEEDS
KNOX COUNTY

This Instrument Prepared By:
JACK H. McCALL, JR.
Attorney at Law
TENNESSEE VALLEY AUTHORITY
400 W. SUMMIT HILL DRIVE, WT 6A
KNOXVILLE, TENNESSEE 37902

MEMORANDUM OF LEASE TERMINATION

THIS MEMORANDUM OF LEASE TERMINATION is made as of the 15th day of February, 2008 between OLD CITY HALL KNOXVILLE PARTNERSHIP, a Tennessee limited partnership (the "Lessor") and TENNESSEE VALLEY AUTHORITY, a corporation and agency of the United States of America (the "Lessee").

Lessor and Lessee entered into that certain Lease on May 2, 1983, as subsequently amended by that certain Supplemental Lease Agreement dated as of May 14, 1984 and that Second Amendment to Lease Agreement dated April 21, 2003 (collectively, the "Lease") pursuant to which Lessor has leased to Lessee certain office space at the Old City Hall Building located at the intersection of Broadway and West Summit Hill Drive, Knoxville, Tennessee, which Lease was recorded in the office of the Register of Deeds of Knox County, Tennessee on June 9, 1983 as Document Number 24344 in Book 2037 at Pages 194 through 224 inclusive, pursuant to which Lessor leased the property legally described on Exhibit A attached hereto and made a part hereof (the "Property") to Lessee.

Lessor and Lessee have terminated the Lease effective as of the date hereof and by this Memorandum of Lease Termination Lessee releases any and all right, title, and interest, if any, it has or may have in the Property pursuant to the Lease.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease Termination as of the date and year first above written.

LESSEE:
TENNESSEE VALLEY AUTHORITY

By: Terrell M. Burkhart
Name: Terrell M. Burkhart
Title: Vice President, Facilities Management

LESSOR:
OLD CITY HALL KNOXVILLE PARTNERSHIP,

a Tennessee limited partnership
by its General Partner, Anderson Notter Investment Associates IV

By: James C. Alexander
Name: JAMES C. ALEXANDER
Title: General Partner

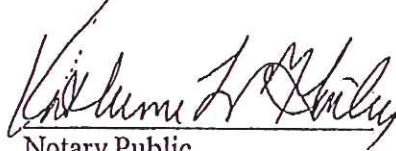

Instr: 200802260063694 Page: 1 OF 3
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RECORD FEE: \$17.00
M. TAX: \$0.00 T. TAX: \$0.00

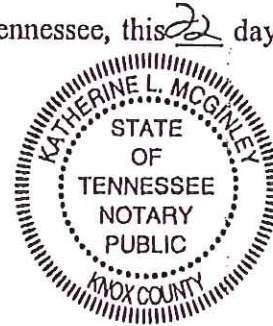
STATE OF TENNESSEE

COUNTY OF KNOX

On the 22 day of February, 2008, before me appeared Terrell M. Burkhart, to me personally known, who, being by me duly sworn, did say that he is the Vice President, Facilities Management, of the TENNESSEE VALLEY AUTHORITY, a federal corporation and agency; and that said instrument was signed and delivered on behalf of said corporation, by authority of its Board of Directors, and the said Terrell M. Burkhart acknowledged said instrument to be the free act and deed of the TENNESSEE VALLEY AUTHORITY.

WITNESS my hand and seal, at office in Knoxville, Tennessee, this 22 day of February, 2008.


Notary Public



My Commission Expires:

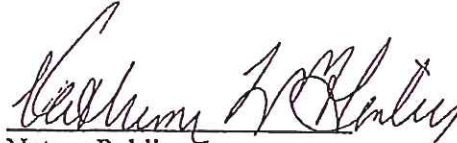
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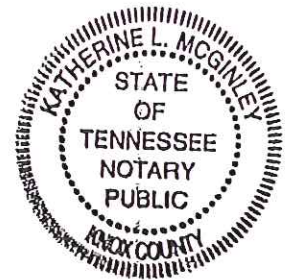
STATE OF TENNESSEE

COUNTY OF KNOX

Before me, Katherine L. McGinley, of the state and county mentioned, personally appeared James G. Alexander, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the General Partner of Anderson Notter Investment Associates IV, the general partner of OLD CITY HALL KNOXVILLE PARTNERSHIP, the within named bargainor, a Tennessee limited partnership, and that such person executed the foregoing instrument for the purposes therein contained, by personally signing his name as the General Partner of Anderson Notter Investment Associates IV, the general partner of OLD CITY HALL KNOXVILLE PARTNERSHIP.

WITNESS my hand and seal, at office in Knoxville, Tennessee, this 25th day of February, 2008.


Notary Public



My Commission Expires:

November 7, 2010

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease") made as of the Sublease Commencement Date as defined below (the "Agreement"), by and between Old City Hall Knoxville Partnership, a Tennessee Limited Partnership (hereinafter called the "Sublandlord") and Lincoln Memorial University, a non-profit corporation organized under the laws of the State of Tennessee (hereinafter called the "Subtenant").

WITNESSETH:

Sublandlord is the Lessee named in that certain Agreement, dated January 25, 1982 entered into between the City of Knoxville, a municipal corporation organized and existing under the laws of the State of Tennessee (the "Municipality") and Sublandlord, of record in Knox County Registry of Deeds, Deed Book 1992, Page 521 (being attached hereto as Exhibit A and referred to herein as the "Municipal Lease") demising a certain parcel of land (the "Land") together with the buildings and improvements thereon known as the Old City Hall Complex comprising a series of attached Buildings as well as detached building "J", and consisting of approximately 2.75 acres located at Broadway and Summit Hill Drive in Knoxville, Knox County, Tennessee as more particularly described in Exhibit B attached hereto. Pursuant to the terms of the Municipal Lease, the prior written consent of the City of Knoxville is required to sublet the Premises (as defined below) to Subtenant.

The Sublandlord, in consideration of the rents hereinafter reserved and the covenants, obligations and agreements hereinafter expressed to be kept, performed and fulfilled by the Subtenant, does by these presents rent and lease unto said Subtenant and said Sublandlord does take as Subtenant beginning on the Sublease Commencement Date and ending on the 1st day of January, 2032 the following described premises (the "Premises"), to wit:

The Premises being subleased hereunder which are located at 601 West Summit Hill, Knoxville, Tennessee, comprising a series of attached Buildings and detached building "J" of the Old City Hall Complex; provided, however, such term "Premises" shall specifically exclude that portion of Building "J" currently being rented to Lindsay & Maples Architects, Incorporated ("L & M") pursuant to that certain Sublease dated April 21, 1995, as amended and extended, entered into between L & M and Tennessee Valley Authority (the "L & M Subleased Space"), which Sublease (the "L & M Sublease") has been assigned over to Sublandlord as of the date hereof. The L & M

Subleased Space is more particularly described in the L & M Subleased Space description attached hereto as Exhibit C. Moreover, such term "Premises" shall also specifically exclude that portion of Building "B" to be rented to Asset & Equity Corporation ("A & E") pursuant to that certain Sublease dated the date hereof entered into between A & E and Sublandlord. The A & E Subleased Space is more particularly described in the A & E Subleased Space description attached hereto as Exhibit D. Sublandlord leases and the Subtenant accepts the space in "AS IS" condition. No improvements by Sublandlord are contemplated as part of this Agreement.

TO HAVE AND TO HOLD the Premises with all rights, privileges, and appurtenances thereto belonging. The Sublandlord covenants with the Subtenant to keep the Subtenant, in quiet possession of the Premises during the term of this Sublease, provided said Subtenant shall pay the rent and keep and perform the covenants, obligations and agreements as hereinafter provided. Sublandlord hereby reserves to itself and to the subtenants then occupying the L & M Subleased Space and the A & E Subleased Space, all rights of access and egress rights thereto as well as access rights to all pipes, wires, conduits and the like servicing the L & M Subleased Space and the A & E Subleased Space which may be located in portions of the Premises subleased by Subtenant.

1. Sublease Summary. The Sublease provisions and definitions set forth in this summary are solely to facilitate convenient reference by the parties. If there is any conflict between this Section and any other provisions of this Sublease, the latter shall control.

(a) Agreement Refers to this Sublease Agreement.

- (b) A & E Asset & Equity Corporation, a Tennessee corporation which will occupy a portion of Building "B" under the A & E Sublease dated the date hereof.
- (c) A & E Sublease That certain Sublease dated the date hereof entered into between A & E, as Subtenant and the Sublandlord.
- (d) A & E Subleased Space Means approximately 2,200 square feet of subleased space in the portion of Building "B" subleased to A & E as shown in Exhibit D hereto.
- (e) Building Collectively, the buildings comprising the Old City Hall Complex located at Broadway and Summit Hill Drive, Knoxville, Knox County, Tennessee.
- (f) L & M Lindsay & Maples Architects, Incorporated, a Tennessee corporation which occupies Building "J" under the L & M Sublease.
- (g) L & M Sublease That certain Sublease dated April 21, 1995, as amended and extended entered into between L & M as Subtenant and the Tennessee Valley Authority "TVA", as Sublandlord, which Sublease has been assigned by TVA to the Sublandlord hereunder.
- (h) L & M Subleased Space Building "J" of the Old City Hall Complex subleased to L & M as shown in Exhibit C hereto.
- (i) Municipality The City of Knoxville, a municipal corporation organized and existing under the laws of the State of Tennessee.
- (j) Municipal Lease The Agreement dated January 25, 1982 entered into between the City of Knoxville and Sublandlord for the Lease of the Building and the land upon which the Building is located.
- (k) Premises The portion of the Building subleased to Subtenant hereunder

consisting of the series of attached Buildings comprising the Old City Hall Complex along with the surrounding grounds but excluding the A & E Subleased Space in Building "B" and excluding the L & M Subleased Space in Building "J".

- (l) Secured Lender First Tennessee Bank National Association, which holds a lien on the Building, its successors and assigns and any replacement lender holding a lien on the Building.
- (m) Subtenant Lincoln Memorial University, a non-profit corporation organized under the laws of the State of Tennessee.
- (n) Sublandlord Old City Hall Knoxville Partnership, a Tennessee limited partnership.
- (o) Sublease Commencement Date
The latest of (i) February 1, 2008, (ii) the date of receipt of Consent to this Sublease by the Municipality, (iii) the date of receipt of Consent to this Sublease by the Secured Lender, and (iv) the date of receipt of consent by the limited partners of Sublandlord.
- (p) Sublease Expiration Date
January 1, 2032

2. Use of Premises. (a) The permitted use of the Premises is as an educational institution. Sublandlord makes no representation, express or implied, with respect to the condition of the Premises or the suitability for any particular purpose, including, without limitation, the permitted use stated herein.

(b) Notwithstanding any other provision of this Sublease, Subtenant shall not use, or suffer or permit the use or occupancy of, or suffer or permit anything to be done in or anything to be brought into or kept in or about the Premises or the Building or any part thereof (including, without limitation any materials, appliances or equipment used in the construction or other

preparation of the Premises and furniture and carpeting):
(i) which would violate any of the covenants, agreements, terms, provisions and conditions of this Sublease or that are otherwise applicable to or binding upon the Premises;
(ii) for any unlawful purpose or in any unlawful manner;
(iii) which, in the reasonable judgment of Sublandlord shall in any way (A) impair the appearance or reputation of the Building; or (B) impair, interfere with or otherwise diminish the quality of any of the Building services or the proper and economic heating, cleaning, ventilating, air conditioning or other servicing of the Building or Premises, or with the use or occupancy of any of the other areas of the Building; or occasion discomfort, inconvenience or annoyance, or injury or damage to any occupants of the Premises or other Subtenants or occupants of the Building; or (iv) which is inconsistent with the maintenance of the Building as an office or educational institution building of first class in the quality of its maintenance, use, or occupancy. Subtenant shall not install or use any electrical or other equipment of any kind which, in the reasonable judgment of Sublandlord, might cause any such impairment, interference, discomfort, inconvenience, annoyance or injury.

3. Rent - Subtenant hereby covenants and agrees to pay a total minimum rental of Twenty-Five (\$25.00) Dollars payable as follows: (i) One (\$1.00) dollar shall be payable on the Sublease Commencement Date and thereafter on the first day of each calendar year thereafter.

4. Additional Consideration. As additional consideration for Sublandlord's agreement to sublease to Subtenant the Premises, the Subtenant agrees to assume all obligations of Sublandlord under the L & M Sublease and under the A & E Sublease, including the obligations of Sublandlord to L & M under Sections 3 and 4 of the L & M Sublease (the "L & M Obligations") and the obligations of Sublandlord to A & E under Sections 3 and 4 of the A & E Sublease (the "A & E Obligations"). Notwithstanding the foregoing assumption by Subtenant of the L & M Obligations and of the A & E Obligations, (i) no rent shall be payable by A & E under the A & E Sublease, and (ii) all rent payable under the L & M Sublease shall be paid to and retained by Sublandlord. During the term of this Sublease, Sublandlord shall: (i) retain the right to sublet the L & M Subleased Space following the vacancy thereof by L & M (subject to the provisions of the next following sentence relating to Subtenant's rights to sublease the L & M Subleased Space) and to retain all rents therefrom, and (ii) retain the right to sublet the A & E Subleased Space following the vacancy thereof by A & E and to retain all rents therefrom and Subtenant

agrees to: (x) the continuing assumption of those services and the payment of those expenses as described in Sections 3 and 4 of the L & M Sublease for any new subtenant for the L & M Subleased Space and (y) the continuing assumption of those services and the payment of those expenses as described in Sections 3 and 4 of the A & E Sublease for any new subtenant for the A & E Subleased Space. Moreover, in the event L & M vacates the L & M Subleased Space, Subtenant may notify Sublandlord within at least 30 days prior to L & M's vacating the L & M Subleased Space of Subtenant's exercise of its option to sublease such Space; provided, however, whether or not it exercises such option, Subtenant agrees to pay to Sublandlord rent attributable to the L & M Subleased Space in the amount of Three Thousand Forty-Seven (\$3,047.00) Dollars per month (or \$36,564 annually, "Annual Rent") during the entire period of vacancy of such Space or occupancy of such Space by Subtenant; such Annual Rent to be adjusted upward on an annual basis by the change in the Consumer Price Index (1982-84 = 100) in the United States - All Items commencing on the anniversary date of the Subtenant's occupancy or reletting of the L&M Subleased Space, whichever occurs earlier. In the event that Subtenant fails to exercise its option to rent such Space and if Sublandlord fails to sublease the L & M Subleased Space or notifies Subtenant of its intention not to sublease the L & M Subleased Space, then Subtenant shall continue to pay rent to the Sublandlord in the amount of Three Thousand Forty-Seven (\$3,047.00) Dollars per month as adjusted upward by the CPI change for the L & M Subleased Space and the Subtenant shall have the right to either use such Space for its own purposes or to sublet such Space. In the event Subtenant subleases such L & M Subleased Space, Subtenant shall pay Sublandlord Three Thousand Forty-Seven (\$3,047.00) Dollars per month as adjusted upward by the CPI change plus fifty (50%) percent of any rent attributable to the L & M Subleased Space so subleased in excess of Three Thousand Forty-Seven (\$3,047.00) Dollars per month, as adjusted upward by the CPI change, all in accordance with the provisions of Section 12(i) hereof. In the event that A & E vacates the A & E Subleased Space and Sublandlord fails to sublease the A & E Subleased Space or notifies Subtenant of its intention not to sublease the A & E Subleased Space, then Subtenant shall have the right to either use such space for its own purposes or to sublet such Space. In the event Subtenant subleases such A & E Subleased Space, Subtenant shall pay Sublandlord fifty (50%) percent of any rent attributable to the A & E Subleased Space so subleased, all in accordance with the provision of Section 12(i) hereof. All such rent shall be payable to Sublandlord on the first day of each month.

5. Utilities; Trash - Subtenant covenants and agrees to arrange for and pay promptly when due (i) all utilities furnished to the Premises, to the L & M Subleased Space and to the A & E Subleased Space for the term of the Sublease, including, but not limited to, water, sewer, heat, fuel, electricity, gas, (ii) garbage and trash collection services, (iii) security services and (iv) telephone, telecommunications and data services (excluding the costs of telephone, telecommunications and data services for the A & E Subleased Space and the L & M Subleased Space during the period such Spaces are occupied by third party subtenants).

6. Taxes - (a) Subtenant shall be solely responsible for all the real estate taxes and assessments levied against the Premises, the L & M Subleased Space and the A & E Subleased Space including, but not limited to, all taxes or payments in lieu of taxes which may be imposed by the United States of America, any state or municipality or political subdivision, or any instrumentality thereof, and all assessments for public improvements or other assessments (including interest, penalties, and all costs resulting from delayed payment of any of the foregoing attributable to any act or omission of Sublessee), Sublandlord hereby agreeing to furnish Subtenant with copies of all bills for such taxes and assessments. Provided Subtenant pays the foregoing real estate taxes in a timely manner, Subtenant shall be entitled to apply for (in Sublandlord's name) recover, receive and retain for its own benefit all abatements and refunds of such tax, and Sublandlord agrees to cooperate with Subtenant in connection therewith. Subtenant shall not discontinue any abatement proceedings begun by it without first giving Sublandlord written notice of its intent so to do and reasonable opportunity to be substituted in such proceedings.

(b) Sublandlord shall promptly furnish to Subtenant a copy of any notice of any public, special or betterment assessment received by Sublandlord concerning the Premises.

(c) If at any time during the term of the Sublease the present system of ad valorem taxation of real property shall be changed so that in lieu of, or in addition to, the whole or any part of the ad valorem tax on real property, there shall be assessed on Sublessor a capital levy or other tax on the gross rents received with respect to the Premises including the L & M Subleased Space and the A & E Subleased Space, or a Federal, State, County, Municipal, or other local income, franchise, excise or similar tax, assessment, levy or charge (distinct from any now in effect in the jurisdiction in which the Premises are located) measured by or based, in whole or in part, upon any such gross rents, then any and all of such taxes, assessments, levies or charges, to the extent so measured or based, shall be deemed

to be included within the term "real estate taxes" but only to the extent that the same would be payable if the Premises plus the L & M Subleased Space, were the only property of Sublessor.

(d) In addition to the foregoing, Subtenant shall be solely responsible for all personal property taxes of every nature imposed upon all fixtures, equipment and other personal property of every nature on the Premises belonging to Subtenant.

7. Fire and Extended Coverage Insurance - Subtenant shall maintain, at its sole cost and expense, such insurance coverage and requirements as required of Sublandlord under ARTICLES VIII(d) and XVIII of the Municipal Lease, including, without limitation, fire and extended coverage insurance on the Premises, but in an amount equal to full replacement value. Subtenant shall file a certificate of insurance with Sublandlord listing Sublandlord and the Municipality as loss payees.

8. Remodeling - (a) Subtenant may, at its option and at its sole cost and expense, and with the prior written consent of the Sublandlord, remodel the interior of the Premises for its own purposes and use. Any improvements, alterations, additions and/or replacements constructed on the Premises by the Subtenant or others shall become the property of the Sublandlord, and shall remain upon the termination of this Sublease; provided, however, the Sublandlord shall have the right and option to require the Subtenant to remove any improvement, alteration, addition or replacement made or done by the Subtenant at the termination of this Sublease.

(b) Any improvements, alterations, additions and/or replacements constructed on the Premises must be made in a first class, good and workmanlike manner within the applicable design criteria and may not adversely affect the structural integrity of the Premises or the Building and must be made in accordance with applicable building codes and requirements, and in conformity with any applicable restrictions imposed by any entity relative to historic structures, including but not limited to the requirements of the Knoxville Historic Zoning Commission and the Department of the Interior.

(c) Subtenant acknowledges that the Premises are being sublet in as-is condition and Sublandlord shall not be obligated to perform any work whatsoever to prepare the Premises for Subtenant. All materials, work, labor, fixtures and installations required for completion of the Premises and the operation of Subtenant's business thereat shall be promptly furnished and performed by Subtenant, at Subtenant's own cost and expense.

(d) Subtenant covenants and agrees that all material, work, labor, installation, furniture, improvements, fixtures and equipment required for completion of the Premises and operation of Subtenant's business thereat (collectively, "Subtenant Work") shall be performed with reasonable diligence and unless otherwise agreed to by the Sublandlord and Subtenant, provided by Subtenant at Subtenant's own cost and expense. All such work and installations of Subtenant shall comply with all applicable rules and regulations of governmental authorities having jurisdiction thereof and Subtenant shall, at its own cost and expense, procure with reasonable diligence all necessary and required permits, approvals and licenses in connection with Subtenant's Work and the operation of Subtenant's business. Without limitation, Subtenant's Work shall include all phone wiring, cabling and communications equipment and wiring, and furniture.

(e) Plans and specifications for the interior of the Premises and Subtenant's installations therein (collectively, "Subtenant's Plans") shall be prepared promptly by Subtenant, at Subtenant's own cost and expense, and all Subtenant's Plans shall be subject to the written approval of Sublandlord and by the Municipality, if required, including the Knoxville Historic Zoning Commission. Sublandlord's approval shall not be unreasonably withheld, conditioned or delayed. In no event shall review or approval by Sublandlord constitute approval of the Subtenant's Plans, the contractor or its contract for improvements or for any other reason or purpose and in no event shall Sublandlord have any liability or obligation for or under same. All such liability (including, without limitation, the obligation to assure that all such contractors are properly licensed and qualified and that all plans and specifications submitted by or for Subtenant are technically correct and complete in compliance with all laws, codes and regulations of applicable governing authorities) shall belong solely to Subtenant.

(f) Following Sublandlord's advice to Subtenant that Subtenant's Plans have been approved by Sublandlord (and the Municipality, including the Knoxville Historic Zoning Commission, if such approval is required), Subtenant shall notify Sublandlord in writing of the name of the general contractor who is to perform the Subtenant's work in the Premises ("Subtenant's Contractor"), and shall thereafter promptly furnish Sublandlord with such other information relating to Subtenant's work as Sublandlord may reasonably require. Subtenant acknowledges that it shall not be permitted to commence Subtenant's Work unless and until Subtenant's Contractor shall have complied with Sublandlord's insurance requirements as set forth in Subsection (g) below. Subtenant agrees that, within twenty