

AGREEMENT

between

Cara J. Brousseau
State Reporter

and

West Publishing Corporation d/b/a West, a Thomson Reuters business

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AGREEMENT

For the Printing and Publication of the Reports of the Court of Appeals, the Reports of the Appellate Division, and the Miscellaneous Reports of the State of New York; the Combined Weekly Advance Sheets; an Online Computer Retrieval Database Edition thereof; an Opinion Service; and an Official Style Manual, for five years from and after January 1, 2021.

AGREEMENT made this 21 day of May, 2020, by and between CARA J. BROUSSEAU, State Reporter, 17 Lodge Street, Albany, NY 12207, and State Reporter's successors in office (hereinafter "REPORTER"), and West Publishing Corporation (hereinafter "CONTRACTOR"), having its office and principal place of business at 610 Opperman Drive, Eagan, MN 55123

WITNESSETH:

WHEREAS, Judiciary Law § 434 (4) requires REPORTER to let, not earlier than May 1, 2020, nor later than June 1, 2020, a Contract for the printing and publication of the Reports of the Court of Appeals (designated "New York Reports"), the Reports of the Appellate Division (designated "Appellate Division Reports"), and the Miscellaneous Reports (together known as the "Official Reports"), the Combined Weekly Advance Sheets, and an Online Computer Retrieval Database Edition thereof, an Opinion Service and an Official Style Manual, to commence January 1, 2021, and to continue through December 31, 2025, unless sooner annulled; and

WHEREAS, REPORTER, as required by Judiciary Law § 434 (3), has caused to be published beginning in the first week of January, 2020, in the procurement opportunities newsletter published by the Commissioner of Economic Development pursuant to Economic Development Law § 142 (Contract Reporter), a notice that sealed proposals would be received on or before April 1, 2020, for the printing and publication of the above-designated Official Reports, together with the Combined

Weekly Advance Sheets, an Online Computer Retrieval Database Edition thereof, an Opinion Service and an Official Style Manual, for the term designated; and

WHEREAS, REPORTER has accepted the proposal of the above-named CONTRACTOR for the publication of the Official Reports, the Combined Weekly Advance Sheets, an Online Computer Retrieval Database Edition thereof, an Opinion Service and an Official Style Manual, which proposal REPORTER deems to be the most advantageous to the public and to the State of New York, regard being had to the proper execution of the work (Judiciary Law § 434 [4]);

NOW, THEREFORE, in consideration of the promises herein contained, the parties agree as follows:

SECTION 1. THE COMBINED WEEKLY ADVANCE SHEETS

In accordance with and subject to the following provisions, stipulations and conditions, CONTRACTOR shall, from week to week, print, publish, distribute and sell in serial form combined Advance Sheets of the New York Reports, the Appellate Division Reports, and the Miscellaneous Reports, containing prepared opinions, memoranda, abstracts, headnotes, summaries, tabular lists, points of counsel, appearances of counsel, new filings digests, notes, references and other matter furnished by REPORTER. The determination of what matter shall be included in the Reports is in the sole and absolute discretion of REPORTER.

(a) From time to time as decisions are announced and as soon as practicable thereafter, REPORTER shall deliver to CONTRACTOR copy, in machine readable form, of the prepared opinions, memoranda and tabular lists of the Court of Appeals and the Appellate Divisions, and prepared opinions of the courts whose decisions are to be reported in the Miscellaneous Reports, together with other matter prepared by REPORTER. From the copy of the prepared opinions,

memoranda, tabular lists and other matter delivered to CONTRACTOR by REPORTER pursuant to the first sentence of this Subdivision, CONTRACTOR shall prepare and proofread the Tables of Cases Reported, the Digest-Index, the Tables of Distribution of Pages in Weekly Advance Sheets, research references, and such additional tables and indexes as REPORTER may direct, to be incorporated into the Weekly Advance Sheets. The Tables of Cases Reported, Digest-Index, Tables of Distribution of Pages in Weekly Advance Sheets and research references are created by CONTRACTOR, who is solely responsible for their proofreading, accuracy and completeness. CONTRACTOR shall deliver research references to REPORTER within ten (10) working days after REPORTER transmits the headnote(s) of the decisions for which the research references are created. CONTRACTOR shall deliver electronic page proofs of the Appellate Division memoranda to REPORTER for approval within two (2) working days after REPORTER transmits prepared memoranda of the Appellate Division to CONTRACTOR. CONTRACTOR shall deliver electronic page proofs of all other Advance Sheet matter to REPORTER for approval within three (3) working days after REPORTER transmits the matter to CONTRACTOR. Advance Sheet matter shall be published in the Advance Sheets within two (2) weeks after REPORTER transmits the matter to CONTRACTOR.

(b) The Weekly Advance Sheets shall be printed and published with the same quality of paper, covers, bindings, and typographical execution, in the same general form and size of page and margins, and in the same general style and typography as Advance Sheets Nos. 30 and 31 (2019) which are on file at the office of REPORTER. With the prior written approval of REPORTER, CONTRACTOR may substitute the same or better quality paper, covers, bindings and other materials.

SECTION 2. PERMANENT BOUND VOLUMES OF OFFICIAL REPORTS; INTERIM VOLUMES

In accordance with the following provisions, stipulations and conditions, CONTRACTOR shall print and bind the permanent bound volumes of the New York Reports, the Appellate Division Reports and the Miscellaneous Reports, all of which shall contain the prepared opinions, memoranda, tabular lists and other matter published in the Weekly Advance Sheets, together with changes or corrections made by REPORTER, as well as the Cumulative Errata Table and other notes, references and other matter furnished by REPORTER. The determination of what matter shall be included in the Reports is in the sole and absolute discretion of REPORTER.

(a) Immediately after the last case for a volume of the Reports is published in the Weekly Advance Sheets, REPORTER shall prepare and deliver to CONTRACTOR copy for any other tables, indexes, references and notes, and such other matter as REPORTER may select to be included in the bound volume. Computer files of this matter shall be sent back to REPORTER within five (5) working days after receipt by CONTRACTOR and, within two (2) working days after the redelivery to CONTRACTOR of the corrected computer files, electronic page proofs shall be delivered to REPORTER for REPORTER's approval. Further, immediately after the last case for a volume of the Reports is published in the Weekly Advance Sheets, CONTRACTOR shall prepare and deliver to REPORTER general cross-reference copy slips and a computer file of the preliminary Digest-Index for that volume from the material previously furnished by REPORTER in connection with the preparation of the Weekly Advance Sheets. The files shall include a list of main heads and subheads applicable to the Digest-Index. REPORTER then will prepare and deliver to CONTRACTOR any general and specific cross-references to be inserted into the Digest-Index. Within ten (10) working days after REPORTER delivers to CONTRACTOR any general and specific cross-references,

CONTRACTOR shall prepare the Table of Cases Reported and the final Digest-Index for that volume, and shall deliver to REPORTER computer files thereof. Within two (2) working days after REPORTER redelivers to CONTRACTOR the corrected files, CONTRACTOR shall deliver electronic page proofs to REPORTER for REPORTER's approval.

(b) Within fifteen (15) working days after the receipt by CONTRACTOR of the approved page proofs, CONTRACTOR shall print, bind and distribute the permanent bound volume of the Reports in accordance with Section 5 below.

(c) The permanent bound volumes of the New York Reports, Appellate Division Reports and Miscellaneous Reports shall be printed and published in volumes of approximately fourteen hundred (1,400) pages, using No. 1 quality book paper, free from groundwood, special opacity grade of thirty-five (35) lbs. basic weight for Miscellaneous Reports, thirty (30) lbs. basic weight for Appellate Division Reports and fifty (50) lbs. basic weight for New York Reports, in the same form and size of page and margin and in the same general style of typography and of equal quality, color and workmanship as Volume 33 NY3d, Volume 171 AD3d and Volume 63 Misc 3d. The permanent volumes shall be bound in Library Buckram and shall be equivalent in binding and typographical execution to Volume 33 NY3d, Volume 171 AD3d and Volume 63 Misc 3d.

(d) With the prior written approval of REPORTER, CONTRACTOR may substitute the same or better quality paper, covers, bindings and other materials.

(e) Prior to the publication of each permanent bound volume of the New York Reports, CONTRACTOR shall print and bind an interim volume containing specified prepared opinions, memoranda, tabular lists and other matter published in the Weekly Advance Sheets, as well as changes and corrections made by REPORTER. The interim volumes shall be printed and published with the same or better quality of paper, covers, bindings and typographical execution, in the same general form

and size of page and margins, and in the same general style and typography as Interim Volume 33 NY3d, which is on file in the office of REPORTER.

SECTION 3. COMPUTER SYSTEM

(a) CONTRACTOR shall provide REPORTER with a computer system, as specified in section 3 (b) below, for REPORTER'S use in connection with the publication of the Official Reports, Weekly Advance Sheets, bound volumes, Online Computer Retrieval Database Edition, Opinion Service, and Official Style Manual during the term of this agreement. The computer system shall be owned (or leased) and maintained by CONTRACTOR and shall be provided, installed and maintained in REPORTER's office entirely at CONTRACTOR's expense. CONTRACTOR shall have the right to remove the computer system, at CONTRACTOR's sole expense, at the termination of the contract.

(b) The computer system shall consist of the following:

Computers: 44 Dell OptiPlex personal computers (must meet New York State Unified Court System Office of Court Administration Department of Technology [OCA/DOT] specifications) with three-year Pro Support Plus with next business day service warranties, or equivalent; replaced every three years.

Monitors: 36 HP Ultra Sharp 24-inch LCD monitors, or equivalent; replaced not more than once during the term of the contract.

11 HP Ultra Sharp 22-inch LCD monitors, or equivalent; replaced not more than once during the term of the contract.

Printers: 4 monochrome, HP LaserJet high-speed network printers with multiple paper trays, or equivalent, with five-year warranties; replaced not more than once during the term of the contract.

2 color, HP LaserJet high-speed network printers with multiple paper trays, or equivalent, with three-year warranties; replaced every three years.

Servers: 2 business class RAID servers with tape backup (must meet OCA/DOT specifications) with five-year four hour Onsite 24 x 7 Hardware Support warranties, or equivalent; replaced not more than once during the term of the contract.

Software: Software required by CONTRACTOR for publishing (including, if required, Adobe Acrobat); 44 licenses for all years of contract.

Internet: High-speed internet access (RoadRunner Business Class or equivalent) for all years of contract for all REPORTER staff.

Full access to publisher's online services for all REPORTER staff for all years of contract.

Supplies: Supplies for all printers, as needed, for all years of contract.

(c) CONTRACTOR shall be solely responsible for the maintenance, service, repair and upkeep of all equipment, hardware and software provided pursuant to this Contract. CONTRACTOR agrees to promptly commence maintenance, service, repair or replacement work, whenever notified by REPORTER that such work is necessary, in order to minimize any disruption of REPORTER's operations. REPORTER shall not be liable to reimburse CONTRACTOR for the expense of any maintenance, service, repair or replacement unless the damage was caused by the negligence of REPORTER's employees, and, in that event, REPORTER shall be liable only for the cost of the maintenance, service, repair or replacement made necessary by that negligence.

(d) CONTRACTOR shall prevent the possibility of lost data by backup procedures and file security and recovery programs, and CONTRACTOR shall retain a backup archive copy of all material

transmitted by REPORTER until the permanent bound volume containing the particular material is printed and distributed, after which the archive copy of the material included in the permanent bound volume may be destroyed.

SECTION 4. TRANSMITTAL OF MATERIAL; DATA PREPARATION OFFSET

(a) The material to be published in the Official Reports shall be transmitted to CONTRACTOR by entry into CONTRACTOR's computer via electronic transmission or other means satisfactory to REPORTER. CONTRACTOR shall pay the entire cost of transmitting the material, including but not limited to the cost of telecommunications, telephone lines, installation, modems, computer discs or magnetic tape, and postage or courier charges. If the material is transmitted to CONTRACTOR electronically, CONTRACTOR's computer shall be available to REPORTER from 8:00 a.m. until 6:00 p.m., Eastern Standard Time or Eastern Daylight Time, as applicable, five (5) days per week (Monday-Friday), and the material so transmitted must remain available to REPORTER for additions or corrections transmitted electronically until released by REPORTER for publication in the Official Reports.

(b) Other material such as lists of Judges, memorials, diagrams, tables and special features which, because of style or content, are difficult to transmit electronically, shall be mailed or sent by facsimile, air express or courier by REPORTER to CONTRACTOR, at CONTRACTOR's expense, for publication. An electronic file shall be returned by CONTRACTOR within five (5) working days after its receipt by CONTRACTOR and, upon return of the corrected file to CONTRACTOR, electronic page proofs shall be forwarded by CONTRACTOR to REPORTER for REPORTER's approval within two (2) working days after their receipt by CONTRACTOR.

(c) Document Format Specification. Unless otherwise specified herein or otherwise required

by REPORTER, all Official Reports documents exchanged between REPORTER and CONTRACTOR shall be structured in an Extensible Markup Language (XML) format adhering to an associated XML document type definition (DTD) or XML schema, developed or approved by REPORTER. A copy of REPORTER's DTD or XML schema shall be available for inspection in REPORTER's office. REPORTER will provide CONTRACTOR with advance notice in writing no later than one hundred eighty (180) days prior to any implementation of change in DTD or XML schema.

(d) To offset the cost to the Unified Court System of preparing the material to be published in the Official Reports in a digitized and coded format for transmittal, CONTRACTOR agrees to pay the Unified Court System \$150,000 per year for each year of this Contract, payable in a manner to be determined by the Unified Court System no later than December 31 of each calendar year, commencing December 31, 2021 and continuing through December 31, 2025. If this Contract is terminated prior to December 31, 2025, a prorated amount (ratio of number of days prior to termination to 365 days) for the year in which termination occurs shall be payable upon termination.

(e) CONTRACTOR shall provide to REPORTER, within sixty (60) working days of the printing of each Official Reports bound volume, the complete contents of the volume, including all opinions, memoranda, and tabular lists of decisions, in one or more XML document files, as determined by the REPORTER, in a format adhering to an associated XML document type definition (DTD) or XML schema, developed or approved by REPORTER.

SECTION 5. DELIVERY, PRICE AND PAYMENT FOR ADVANCE SHEETS AND BOUND VOLUMES

(a) In accordance with directions from REPORTER, CONTRACTOR agrees to furnish and

deliver as many copies of the New York Reports (including interim volumes), Appellate Division Reports and Miscellaneous Reports, including the Advance Sheets, as may be required to furnish subscriptions to the public law libraries, public officers, Judges, Surrogates and Justices, other than the New York State Library, mentioned in Judiciary Law § 434 (6) (or such number as may be specified by law at the date of publication of each volume). Payment for all such copies shall be made by REPORTER's office at the subscription rates set forth in this Contract. CONTRACTOR also shall furnish and deliver, free of charge, one (1) copy of each permanent and interim volume and Advance Sheet of the New York Reports, Appellate Division Reports and Miscellaneous Reports, to the Secretary of State to enable the Secretary of State to comply with the laws of the United States respecting copyrights. CONTRACTOR also agrees to furnish and deliver to the New York State Library three (3) copies of each permanent volume of the New York Reports, Appellate Division Reports and Miscellaneous Reports, or as many copies as may be directed by the New York State Library, which copies shall be paid for by the New York State Library at a price not to exceed ~~twenty-~~ ^{twenty-eight} ~~two~~ ^{\$28.00} dollars (~~\$22.00~~) per volume. CONTRACTOR further agrees to furnish and deliver to REPORTER's office, free of charge, up to twenty (20) copies of each permanent and interim volume of the New York Reports, Appellate Division Reports and Miscellaneous Reports, and up to thirty (30) copies of the Weekly Advance Sheets.

(b) Complete subscriptions to the permanent bound volumes of the Official Reports, including the Weekly Advance Sheets, and including the interim volumes for the New York Reports, shall be offered for sale and sold to the public at \$31.00 dollars delivered per permanent bound volume, plus sales taxes, if any, delivered as they are published under this Contract.

(c) Individual permanent bound volumes may be offered for sale to the public from CONTRACTOR's inventory, at a price no greater than the price per permanent bound volume

established by Subdivision (b) of this Section for complete subscriptions.

(d) The price of the Weekly Advance Sheets, when offered for sale and sold to the public without the bound volumes of the Official Reports, shall be ^{\$160.00}_____ dollars delivered per year, plus sales taxes, if any, delivered as they are published under this Contract.

(e) The price of the individual copies of single numbers of the Weekly Advance Sheets when offered for sale and sold to the public shall be ^{\$5.00}_____dollars per copy; and the price of individual copies of single numbers of the interim volumes of the New York Reports when offered for sale and sold to the public shall be ^{\$15.00}_____ dollars per copy.

(f) CONTRACTOR may make only one application each calendar year to increase the price of complete subscriptions and/or Advance Sheets subscriptions. The application must be made in writing to REPORTER on or before November 1st and any price increase approved shall become effective on the next anniversary date of this Contract. In support of any such application for a price increase, CONTRACTOR must furnish REPORTER, upon request, with copies of CONTRACTOR's records, invoices and contracts necessary to document and establish, in REPORTER's judgment, the facts and figures that constitute the grounds for the application. Failure to furnish records and documentation requested by REPORTER pursuant to this Subdivision shall constitute grounds for denial of the application. The requested price increase may be approved by REPORTER and the Chief Judge of the Court of Appeals upon a showing of good cause and upon such terms as REPORTER may require. Approval shall not be withheld unreasonably. CONTRACTOR shall be permitted to raise these prices only to recoup its demonstrated inflationary cost increases incurred during the previous year, as evidenced by changes in the U.S. Bureau of Labor Statistics Producer Price Index by Industry: Books Printing: Technical, Scientific, and Professional Book Printing and Binding (PCU3231173231173), and to compensate CONTRACTOR for any additional work and services requested by REPORTER

which CONTRACTOR was not required to furnish pursuant to the original terms of this Contract and for alterations of type or style directed by REPORTER pursuant to Section 26. CONTRACTOR shall not be permitted to raise these prices because the current price does not result in the desired level of profits or is less than, or too low in relation to, production costs for any reason other than inflationary cost increases as described above. Impermissible reasons for a price increase shall include, but not be limited to, the fact that CONTRACTOR's original bid was less than production costs or was too low to generate desired profits.

(g) Author's Corrections: There shall be no cost to REPORTER for changes or additions made in the final pages published in the Advance Sheets.

(h) For all services rendered, materials furnished and the computer system supplied under the terms of this Contract, CONTRACTOR shall be compensated exclusively by the income received from the publication and sale of the Official Reports, including the Weekly Advance Sheets, and the Online Computer Retrieval Database Edition thereof, except that, in addition, CONTRACTOR may receive additional compensation for the printing and sale to the public of the Official Style Manual and for the printing of Special Volumes as provided in Section 6 below.

SECTION 6. OFFICIAL STYLE MANUAL; SPECIAL VOLUMES

(a) CONTRACTOR agrees to print and deliver to REPORTER and to other addresses supplied by REPORTER six thousand (6,000) copies of a new edition (estimated publication date 2022) of the Official Style Manual for use by the Judges, Justices, and other staff of the New York State Unified Court System, in the same general form and size of page and margins as, the same general style and typography as, and equal in binding, covers, paper and typographical execution to the sample copy of the 2017 Official Style Manual on file in REPORTER's office, at a price of $\frac{\$83.00}{\text{page}}$ per page.

(b) CONTRACTOR may print and offer for sale to the public copies of the 2017 and the 2022 Official Style Manual at \$13.00 dollars delivered per copy, plus sales taxes, if any. CONTRACTOR may make only one application each calendar year to increase the price of the Official Style Manual offered for sale to the public. The application must be made in writing to the REPORTER in accordance with the terms and conditions in Section 5 (f) of this CONTRACT governing applications to increase the price of complete subscriptions to the permanent bound volumes of the Official Reports.

(c) The copyright to the Official Style Manual is held by the New York State Unified Court System. REPORTER shall use REPORTER's best efforts to obtain from the New York State Unified Court System an exclusive license permitting CONTRACTOR to use the Official Style Manual as specified in this agreement.

(d) CONTRACTOR agrees to print and deliver to REPORTER special compilations and imprinted volumes at the prices specified:

(1) Stamped Judges' Volumes (custom-made volumes collecting the opinions of individual judges, with judge's name stamped on the cover in gold color) at \$0.00 dollars per volume for retiring Judges and \$50.00 dollars per volume for all others.

(2) Stamped Regular Volumes (regular volumes with name stamped on the cover in gold color) at \$0.00 dollars per volume for retiring Judges and current price plus \$50.00 dollars per volume for all others.

(3) Stamped Autograph Volumes (regular volumes with name stamped on the cover in gold color and blank pages on the inside) at \$0.00 dollars per volume for retiring Judges and current price plus \$50.00 dollars per volume for all others.

SECTION 7. COPYRIGHT; LICENSES

(a) The copyright of the headnotes, of the Digest-Index, and of all other notes, references or matter prepared by REPORTER shall be vested in the Secretary of State for the benefit of the People of the State of New York, as provided in Judiciary Law § 438. The copyrighted material may not be reproduced without a license from the Secretary of State, unless copyright pursuant to Judiciary Law § 438 is prohibited by law.

(b) The Secretary of State has the authority to grant a nonexclusive license to others for use in any form of the copyrighted headnotes, Digest-Index, and all other notes, references or matter prepared by REPORTER's office, subject to the provisions of Judiciary Law § 438.

(c) REPORTER shall use REPORTER's best efforts to obtain from the New York State Secretary of State a nonexclusive license permitting CONTRACTOR to use the copyrighted materials appearing in the New York Official Reports. CONTRACTOR agrees to apply for such license simultaneously with the execution of this Contract and to make its best efforts to obtain such license prior to the effective date of this Contract, unless copyright pursuant to Judiciary Law § 438 is prohibited by law.

SECTION 8. SUBSCRIPTIONS FURNISHED TO THE UNIFIED COURT SYSTEM WITHOUT CHARGE

CONTRACTOR will provide to the New York State Unified Court System, without charge, the number of complete subscriptions to the bound and interim volumes of the Official Reports, including the Weekly Advance Sheets, directed by REPORTER, not to exceed eleven hundred (1,100) complete subscriptions.

SECTION 9. COMPUTER TAPE AND OTHER ELECTRONIC MEDIA; ONLINE COMPUTER RETRIEVAL DATABASE EDITION; OPINION SERVICE

(a) Computer tapes or other electronic media employed by CONTRACTOR in its

computerized typesetting process or in the production of the Online Computer Retrieval Database Edition, or the Opinion Service during the course of this Contract shall be and shall remain the property of CONTRACTOR, except that REPORTER shall be entitled upon request to a copy of such tapes or other media at no cost. CONTRACTOR shall have the right of sale, lease, license, or other disposition, including but not limited to online electronic distribution, of such tapes or other electronic media to interested users, such as online database vendors, subject to the copyright held by the Secretary of State pursuant to Judiciary Law § 438 and to the copyright of the New York State Unified Court System in the Official Style Manual, and further subject to REPORTER's prior written approval of any re-use or re-distribution of such media. CONTRACTOR shall not unreasonably refuse, condition or delay such sale, lease, license, or other disposition of such media comprising the text of court opinions, the price for which shall be mutually agreed upon by CONTRACTOR and such interested users. If CONTRACTOR and any such interested user are unable to agree upon the price to be paid for such sale, lease, license, or other disposition, the price will be determined by the Chief Judge of the Court of Appeals or his or her designee, which decision shall be final and binding on CONTRACTOR and such interested user.

(b) CONTRACTOR shall, entirely at its own expense, publish and make available for public sale the Official Reports in an Online (including Internet) Computer Retrieval Database Edition by the effective date of this Contract (January 1, 2021). The Online Computer Retrieval Database Edition must be substantially equivalent in content, format, functionality and currentness to the Online Computer Retrieval Database Edition published by the predecessor contractor as of the day prior to the effective date of this Contract, and shall include a Cumulative Digest-Index and Scope Notes which must be substantially equivalent in content, format, and functionality to the Digest-Index and Scope Notes in the Online Computer Retrieval Database Edition of the Official Reports as of the day prior to

the effective date of this Contract. The current Online Computer Retrieval Database Edition and a description thereof are available in REPORTER's office for inspection by prospective bidders.

(c) In addition, no later than January 1, 2022, the Online Computer Retrieval Database Edition must be comparable in content, format, functionality, accessibility, integration (including integration with citator services and records and briefs) and currentness with any other New York case law online database provided by CONTRACTOR, and the Cumulative Digest-Index and Scope Notes must be comparable in content, format, functionality, integration (including integration with citator services, if any, which shall incorporate Official Case Names for New York decisions within six (6) months after REPORTER provides the Official Case Name data to CONTRACTOR) and currentness to any other online case law Digest or equivalent classification system provided by CONTRACTOR.

(d) Also no later than January 1, 2022, the Online Computer Retrieval Database Edition shall include a Table of Cases, Front Matter file, and Official Style Manual substantially equivalent in content, format and functionality to the Table of Cases, Front Matter file, and Official Style Manual in the Online Computer Retrieval Database Edition of the Official Reports published by the predecessor contractor as of the day prior to the effective date of this Contract.

(e) If, in REPORTER's judgment, the Online Computer Retrieval Database Edition, Cumulative Digest-Index and Scope Notes, Table of Cases, Front Matter file, and/or Official Style Manual provided by CONTRACTOR under this contract do not meet the standards set under this Contract, REPORTER and CONTRACTOR shall jointly identify and prioritize changes necessary to bring CONTRACTOR's products into compliance, and shall mutually agree on a reasonable schedule for implementation of changes.

(f) REPORTER shall retain complete control over the content and format of the Online Computer Retrieval Database Edition of the Official Reports and may require CONTRACTOR to add,

delete or modify any feature, text or graphical material therein. CONTRACTOR shall make any changes in the form or composition of any record in the Online Computer Retrieval Database Edition of the Official Reports as the REPORTER may direct, such changes to be entirely at CONTRACTOR's expense.

(g) CONTRACTOR shall not claim copyright or other proprietary right with respect to the text of any slip opinion, decision or any other official court or REPORTER-supplied record published in the Online Computer Retrieval Database Edition of the Official Reports; the copyright to any REPORTER-supplied material published in the Official Reports belongs to the State of New York pursuant to Judiciary Law § 438. CONTRACTOR shall not claim copyright or other proprietary right with respect to the Official Style Manual; the copyright to the Official Style Manual belongs to the New York State Unified Court System.

(h) The price of the Online Computer Retrieval Database Edition shall be as follows:

(1) For the general public: a price not to exceed the price charged by CONTRACTOR for use of any other substantially equivalent, in REPORTER's judgment, compilation of New York cases. At REPORTER's request, CONTRACTOR shall provide a confidential report describing the pricing of the Online Computer Retrieval Database Edition and comparing it with the pricing of any other compilation of New York cases offered by CONTRACTOR.

(2) For the Court of Appeals and Court of Appeals Judges: N/A dollars per document retrieved; or N/A dollars per search; or N/A dollars per hour of connect time; or \$0.00 dollars per year for unlimited usage; or N/A dollars per other pricing methodology [describe] _____

_____.

(3) For each Appellate Division Department and for Appellate Division Justices:

N/A dollars per document retrieved; or N/A dollars per search; or N/A dollars per hour of

connect time; or \$0.00 dollars per year for unlimited usage; or N/A dollars per other pricing methodology [describe] _____
_____.

(4) For other Justices and Judges of the New York State Unified Court System (UCS): dollars per document retrieved; or N/A dollars per search; or N/A dollars per hour of connect time; or \$0.00 dollars per year for unlimited usage; or N/A dollars per other pricing methodology [describe] _____
_____.

(5) For the Office of Court Administration: N/A dollars per document retrieved; or dollars per search; or N/A dollars per hour of connect time; or \$0.00 dollars per year for unlimited usage; or N/A dollars per other pricing methodology [describe] _____
_____.

(6) For other non-UCS Governmental users: N/A dollars per document retrieved; or dollars per search; or N/A dollars per hour of connect time; or \$0.00 dollars per year for unlimited usage; or N/A dollars per other pricing methodology [describe] _____
_____.

(i) In the event that CONTRACTOR provides lower pricing to the users listed in Section 9 (h) (2) - (6) for online (including Internet) access to the Official Reports under any other contract or arrangement, including but not limited to any agreement between the New York State Unified Court System and CONTRACTOR for access to CONTRACTOR's computer-assisted legal research service, the above-listed users shall be entitled to such lower pricing rather than the pricing specified in this Contract.

(j) CONTRACTOR may apply only once each calendar year to increase the price stated in this Contract of the Online Computer Retrieval Database Edition of the Official Reports. The application

must be made in writing to REPORTER on or before November 1st and any price increase approved shall become effective on the next anniversary date of this Contract. In support of any such application for a price increase, CONTRACTOR must furnish REPORTER, upon request, with such copies of CONTRACTOR's records, invoices and contracts as are necessary to document and establish, in REPORTER's judgment, the facts and figures that constitute the grounds for the application. Failure to furnish records and documentation requested by REPORTER pursuant to this Subdivision shall constitute grounds for denial of the application. The requested price increase may be approved by REPORTER and the Chief Judge of the Court of Appeals upon a showing of good cause. Approval shall not be withheld unreasonably. CONTRACTOR shall be permitted to raise these prices only to recoup its demonstrated inflationary cost increases incurred during the previous year and to compensate CONTRACTOR for any additional work or services requested by REPORTER which CONTRACTOR was not required to furnish pursuant to the original terms of this Contract. CONTRACTOR shall not be permitted to raise these prices because the current price does not result in the desired level of profits or is less than, or too low in relation to, production costs for any reason other than inflationary cost increases as described above. Impermissible reasons for a price increase shall include, but not be limited to, the fact that CONTRACTOR's original bid was less than production costs or was too low to generate desired profits.

(k) CONTRACTOR shall, entirely at its own expense, publish and make available an Opinion Service within ninety (90) days after the effective date of this Contract (January 1, 2021). The content of the Opinion Service shall be determined by REPORTER in his or her sole discretion, and shall include the official text of opinions, memoranda and tabular lists of decisions. The Opinion Service shall be made available to such users, and upon such terms, as REPORTER may direct. The Opinion Service must be substantially equivalent in content, format, functionality and currentness to the

Opinion Service provided by the predecessor contractor as of the day prior to the effective date of this Contract. In addition, CONTRACTOR shall build back the Opinion Service such that it contains opinions, memoranda and tabular lists of decisions dating from the inception of the First Series of the Official Reports pursuant to a schedule mutually agreed to by REPORTER and CONTRACTOR. If, in REPORTER's judgment, the Opinion Service does not meet the standards set under this Section, REPORTER and CONTRACTOR shall jointly identify and prioritize changes necessary to bring CONTRACTOR's product into compliance, and shall mutually agree on a reasonable schedule for implementation of changes.

SECTION 10. ADDITIONAL MEDIA OR FORMATS

REPORTER reserves the right to make the Official Reports available for public sale in media or formats not described in this Contract. In the event that REPORTER decides to do so, CONTRACTOR shall be entitled to submit a proposal within thirty (30) working days after REPORTER's written request for a proposal for the publication and sale of the Official Reports in such media or formats. If REPORTER and the Chief Judge of the Court of Appeals accept CONTRACTOR's proposal, the price of the Official Reports in such media or formats will be subject to the prior written approval of REPORTER and the Chief Judge, whose approval shall not be unreasonably withheld. However, REPORTER reserves the right to award a separate contract for the Official Reports in such additional media or formats to another contractor in the event either that CONTRACTOR chooses not to submit a proposal for the Official Reports in such additional media or formats or CONTRACTOR's proposal is not accepted by REPORTER and the Chief Judge.

SECTION 11. PARALLEL UNOFFICIAL CITATIONS; CITATION VERIFICATION

(a) The CONTRACTOR shall be solely responsible for providing, at its own expense, parallel citations to the New York Supplement and the Northeastern Reporter for each Court of Appeals decision reported in the New York Reports, and parallel citations to the New York Supplement for each decision reported in the Appellate Division and Miscellaneous Reports. These parallel citations shall be provided for the book and online versions of the Official Reports. CONTRACTOR shall provide parallel citations for publication in the Weekly Advance Sheets, and CONTRACTOR shall supply additional parallel citations for bound volumes (for decisions where parallel citations were not available at the time of Advance Sheet publication) within ten (10) working days after REPORTER's transmittal to CONTRACTOR of final changes for each bound volume. CONTRACTOR shall be solely responsible for supplying any hardware or software necessary to programmatically assign such parallel citations, and, if necessary, will manually assign such parallel citations. CONTRACTOR shall be solely responsible for the accuracy and proofreading of the parallel citations.

(b) CONTRACTOR shall verify the accuracy of every case citation in the opinions and memoranda published in the Advance Sheets and shall report any suspected errors to REPORTER for resolution within five (5) working days after the opinions or memoranda are provided to CONTRACTOR for publication in the Advance Sheets.

(c) CONTRACTOR shall, at no cost to REPORTER, provide REPORTER with software in a commercially available format that will automatically create hypertext links from citations in REPORTER's internal word processing documents to the cited, full text decisions, statutes and regulations published on CONTRACTOR's online legal research service.

(d) CONTRACTOR shall, at no cost to REPORTER, provide each week in a format acceptable to REPORTER updated data consisting of approved case names, book citations, and decision dates for

all New York Official Reports decisions and motions, and case names, book citations and decision dates for all Federal District Court and Court of Appeals decisions and motions that have been published on CONTRACTOR's online legal research service during the immediately preceding week. For purposes of this provision, Sunday shall be the final day of an immediately preceding week and updated data shall be provided the next business day.

SECTION 12. SALE OF REPORTS

(a) CONTRACTOR agrees that during the term of this Contract it will print and keep on hand at its place of business, for open and public sale, copies of all permanent bound volumes of the Second and Third Series of the Official New York Reports, Appellate Division Reports and Miscellaneous Reports in sufficient quantities to meet all reasonable current and future demands of persons desiring to purchase any of the Reports at the price fixed by this Contract. CONTRACTOR further agrees that for such purposes and to meet future demands for bound volumes, it will print and keep on hand at its place of business sufficient additional copies of the bound volumes of each Report as they are completed, over and above the number of bound volumes ordered by subscribers, to supply estimated future sales for a period of one (1) year. CONTRACTOR further agrees that it will reprint the volumes published under this Contract and the Second and Third Series volumes published under previous contracts whenever the inventory shall become less than an estimated one (1) year's supply. CONTRACTOR may substitute folded and gathered sheets (unbound) volumes for some or all of the quantities of bound volumes which CONTRACTOR is required to maintain pursuant to this Section, provided that CONTRACTOR binds them in covers and bindings equivalent to the original bound volumes prior to sale. CONTRACTOR shall own the bound volume inventory and shall store and maintain the inventory entirely at CONTRACTOR's expense and at no cost to the State of New York.

(b) In order that REPORTER may verify that CONTRACTOR is maintaining in inventory the required number of copies of each bound volume in accordance with Subdivision (a) of this Section, CONTRACTOR agrees to furnish to REPORTER, upon request, and within a reasonable time, not to exceed thirty (30) days, a written statement listing the number of copies of each bound volume and each folded and gathered sheets (unbound) volume currently in CONTRACTOR's inventory.

(c) REPORTER may modify the inventory requirements of this Section upon a showing satisfactory to REPORTER that CONTRACTOR has the ability to reprint on demand sufficient quantities of bound volumes to satisfy demand on a timely basis.

SECTION 13. PROMOTION OF SALES

CONTRACTOR agrees to use its best efforts to promote the sale of the Official Reports published under this Contract, including but not limited to utilizing its entire New York State sales staff for this purpose. CONTRACTOR may sell the Official Reports on credit, requiring only a moderate cash down payment and the remainder in moderate monthly payments. CONTRACTOR also agrees to use its best efforts to promote the sale of the Official Reports through direct mail advertising and by publication of advertisements in appropriate legal publications, such as legal newspapers and bar association journals. CONTRACTOR shall devote no less effort or resources to the promotion or sale of the Official Reports than it devotes to any other New York case law product or service. At REPORTER's request, CONTRACTOR shall provide a confidential report describing the efforts or resources devoted to the promotion or sale of the Official Reports and comparing such efforts or resources to those devoted to any other New York case law product or service offered by CONTRACTOR. To the extent that CONTRACTOR provides education, through continuing legal education classes or otherwise, concerning its online computer retrieval database to users in New York

State, CONTRACTOR agrees to also educate such users concerning the use and content of the Official Reports Online Computer Retrieval Database Edition.

SECTION 14. TERM OF CONTRACT

This Contract shall extend for a term from January 1, 2021 through December 31, 2025, unless terminated earlier pursuant to its terms or as authorized by statute.

SECTION 15. CHANGE IN CONTRACTOR

(a) In order to insure continuity of publication, in the event CONTRACTOR is not awarded the contract for the publication of the aforesaid Reports after December 31, 2025, or in the event that this Contract is terminated prior to December 31, 2025, CONTRACTOR agrees to cooperate fully with any succeeding contractor and to turn over to the succeeding contractor all partially completed bound volumes, printed signatures, material in type or comparable form, and other work in progress, pursuant to a timeframe approved by REPORTER. All such material shall be turned over to the succeeding contractor in usable form upon payment by the succeeding contractor to CONTRACTOR for the material turned over in signature form at \$0.00 dollars per page plus \$0.00 dollars for each page in the printed signature for the bound volumes.

(b) In addition, the outgoing CONTRACTOR shall provide copies of the Online Computer Retrieval Database Edition database and the Opinion Service database to the succeeding contractor who is awarded the contract for the publication of the Official Reports commencing January 1, 2026, or, in the event that this Contract is terminated prior to December 31, 2025, as follows:

(1) the copy must be on media and in formats mutually agreed upon by CONTRACTOR and the succeeding contractor. Any dispute concerning the choice of media or formats will be

determined by the Chief Judge of the Court of Appeals or his or her designee if the CONTRACTOR and succeeding contractor do not agree upon the media or format choices by June 15, 2025, or within thirty (30) days after the date of termination if this Contract is terminated prior to December 31, 2025, or, for either of the foregoing circumstances, within an alternate timeframe approved by REPORTER. The decision of the Chief Judge of the Court of Appeals or his or her designee shall be final and binding on CONTRACTOR and the succeeding contractor hereto;

(2) the copies must be provided on or before July 1, 2025, or within one (1) week after the award of a successor publishing contract if this Contract is terminated prior to December 31, 2025, or, for either of the foregoing circumstances, within an alternate timeframe approved by REPORTER;

(3) within one (1) week after the termination of this Contract, or within a timeframe approved by REPORTER, CONTRACTOR shall also provide the succeeding contractor with updated copies of the Online Computer Retrieval Database Edition database and the Opinion Service database containing all decisions published in the Official Reports, the Online Computer Retrieval Database Edition, and the Opinion Service through December 31, 2025, or the termination date if this Contract is terminated prior to December 31, 2025;

(4) the price of the copies and updated copies will be agreed upon by CONTRACTOR and the succeeding contractor. If CONTRACTOR and the succeeding contractor are unable to agree upon the price to be paid for the copies and updated copies within ten (10) days after the date each copy is turned over to the succeeding contractor, the price will be determined by the Chief Judge of the Court of Appeals or his or her designee, whose decision shall be final and binding on CONTRACTOR and the succeeding contractor hereto.

(c) CONTRACTOR acknowledges that the subscription list to the Official Reports is the property of the State of New York and must be delivered to REPORTER upon request for use by any

designated successor contractor.

(d) CONTRACTOR agrees to cooperate fully with any succeeding contractor in order to prevent any disruption in REPORTER's operations resulting from the transition from the computer system provided by CONTRACTOR to the computer system provided by the succeeding contractor.

SECTION 16. TRANSFER OF BOUND VOLUME INVENTORY

(a) By January 15, 2021, CONTRACTOR shall acquire from the prior contractor sufficient copies of all of the previously bound volumes and previously printed, folded and gathered sheets (unbound) of the Second and Third Series of the Official New York, Appellate Division and Miscellaneous Reports to satisfy the bound volume inventory requirements of Section 12 (a) of this Contract. If CONTRACTOR and the prior contractor are unable to agree upon the price to be paid for such inventory before January 15, 2021, CONTRACTOR agrees to submit the determination of the price and number of bound volumes required to be maintained to satisfy the bound volume inventory requirements of Section 12 (a) of this Contract to the Chief Judge of the Court of Appeals or his or her designee, whose decision shall be final and binding on CONTRACTOR and the prior contractor.

(b) In the event CONTRACTOR is not awarded the contract for the publication of the aforesaid Official Reports after December 31, 2025, or in the event this Contract is terminated prior to December 31, 2025, CONTRACTOR agrees to sell to the succeeding contractor so much of its bound volume inventory as is required to be maintained by the Official Reports publishing contract between REPORTER and the succeeding contractor which commences January 1, 2026. The inventory, if any inventory is required, shall be delivered by CONTRACTOR to the succeeding contractor within fifteen (15) days following the termination of this Contract. If CONTRACTOR and the succeeding contractor are unable to agree upon the price to be paid for and the amount of the

inventory within fifteen (15) days after the termination of this Contract, CONTRACTOR agrees to submit the determination of the price and number of bound volumes required to be maintained to satisfy the bound volume inventory requirements, if any, of the next publishing contract, to the Chief Judge of the Court of Appeals or his or her designee, whose decision shall be final and binding on CONTRACTOR and the succeeding contractor hereto.

SECTION 17. TYPES OF PUBLICATION PROHIBITED

It is expressly understood and agreed that CONTRACTOR shall not print, publish or sell permanent bound or interim volumes, Weekly Advance Sheets, the Online Computer Retrieval Database Edition, the Opinion Service, or the Official Style Manual in any form other than as provided in this Contract. Further, CONTRACTOR shall not add to the Official Reports any references to any of CONTRACTOR's other publications or add anything at all to the material supplied by REPORTER for publication in the Official Reports or Official Style Manual, except upon the prior written approval of REPORTER.

SECTION 18. INSURANCE; INDEMNIFICATION

(a) CONTRACTOR, at its sole cost and expense, shall obtain and maintain in force throughout the term of this agreement, from an insurance company of recognized responsibility which is licensed to do business in New York State, insurance policies of the kinds and in the amounts not less than the greater of the amounts listed below or the amounts required by applicable law:

Commercial General Liability Insurance, including automobile insurance, contractual and products/completed operations liability coverage, with minimum limits as follows:

Bodily Injury and Property Damage	\$1 million, per occurrence, \$2 million, aggregate
Personal Injury and Advertising	\$1 million aggregate
Contractual and Products/ Completed Operations Liability	\$2 million aggregate
Auto Liability, Combined single limits	\$1 million

Workers' Compensation and Disability Benefits Insurance in accordance with the Workers' Compensation Laws of the State of New York.

CONTRACTOR's commercial general liability insurance shall: (i) name REPORTER as an additional insured; (ii) be written on an occurrence basis; (iii) be primary insurance with respect to REPORTER; and (iv) provide that the insurer shall give REPORTER advance written notice of any cancellation or non-renewal and shall endeavor to provide such notice at least 30 days in advance. CONTRACTOR shall furnish to REPORTER certificates of insurance evidencing all coverages required.

(b) CONTRACTOR agrees to indemnify, defend and save harmless, including reasonable attorney' fees, REPORTER and REPORTER's employees from any liability imposed upon them arising from the negligence, either active or passive, or fault of CONTRACTOR, its employees, agents and contractors. CONTRACTOR's indemnification obligation shall not be limited to the amount of CONTRACTOR's insurance.

SECTION 19. INTENTIONALLY OMITTED

SECTION 20. TIME OF ESSENCE AND LIQUIDATED DAMAGES

(a) Time is of the essence in this Contract. CONTRACTOR acknowledges that REPORTER has made CONTRACTOR fully aware that punctuality and reliability of CONTRACTOR's

performance are of vital importance to the proper functioning of REPORTER's office and to maintaining and improving the currentness of the Official Reports, and that delays due to circumstances within CONTRACTOR's reasonable control will not be tolerated.

(b) Notwithstanding the above, it is understood and agreed by the parties hereto that any reasonable delay in performance by CONTRACTOR which is due to causes beyond CONTRACTOR's control and without CONTRACTOR's fault or negligence shall not constitute a violation of this Contract.

(c) Because time is of the essence and because the actual damages which REPORTER and the New York State Law Reporting Bureau would sustain in the event CONTRACTOR fails to properly perform CONTRACTOR's obligations under this Contract would be difficult to measure, the parties agree to the following liquidated damages and further agree that such damages are a reasonable estimate of the harm that REPORTER would experience as a result of CONTRACTOR's delay in performance and shall not be regarded as a penalty: CONTRACTOR agrees to pay REPORTER, on behalf of the State of New York, liquidated damages in the sum of six hundred dollars (\$600) for each and every day for which CONTRACTOR fails to fully and timely perform its obligations under Sections 1, 2, 3, 4, 9 (b) – (d), 9 (k), 11, 12 (b), 15 and 16 of this Contract. Performance shall be considered "timely" if it conforms to this Contract, or, where no time is so specified, as determined by REPORTER. In the event this Contract is terminated because of CONTRACTOR's default or breach of any of the provisions of this Contract, any daily liquidated damages payable in accordance with this Section shall cease to accumulate as of the date of termination.

(d) The daily liquidated damages described in Subdivision (c) of this Section shall be in addition to any damages to which REPORTER may be entitled under law arising out of

CONTRACTOR's failure to properly perform any of its other obligations under this Contract. The additional damages which REPORTER may recover from CONTRACTOR on behalf of the State shall include, but not be limited to, any increased costs which may be incurred by REPORTER in securing another contractor to complete this Contract.

SECTION 21. SETTLEMENT OF DISPUTES

(a) It is agreed by the parties that the printing and publication of the Official Reports, including the Online Computer Retrieval Database Edition and Opinion Service, and the Official Style Manual shall be done under the supervision and direction of REPORTER and shall be subject at all times to the approval of the Chief Judge of the Court of Appeals, to whom shall be referred any matter or matters in dispute under this Contract. All decisions of the Chief Judge shall be final and binding on the parties hereto on all matters submitted to him or her.

(b) Notwithstanding the provisions of Subdivision (a) of this Section, decisions concerning the following matters shall be made as specified below:

(1) increases in the price of bound volumes, Weekly Advance Sheets, and the Official Style Manual shall be determined in accordance with Sections 5 (f) and 6 (b) of this Contract;

(2) the price, and any increases in the price, of an Online Computer Retrieval Database Edition of the Official Reports shall be determined in accordance with Section 9 of this Contract;

(3) the price of the Official Reports in additional media or formats shall be determined in accordance with Section 10 of this Contract;

(4) damages shall be determined in accordance with Section 20 of this Contract; and

(5) all matters concerning modification or annulment of this Contract shall be determined in accordance with Section 27 of this Contract.

SECTION 22. ADVERTISEMENTS; APPROVAL

No advertisement or other matter shall be published in the Advance Sheets, permanent bound or interim volumes, Online Computer Retrieval Database Edition, Opinion Service or Official Style Manual unless approved beforehand in writing by REPORTER. No advertisement or other matter significantly referencing the Official Reports or the Official Style Manual shall be published unless approved beforehand by REPORTER, whose approval shall not be unreasonably delayed or withheld.

SECTION 23. SUBCONTRACTING

CONTRACTOR may not subcontract or utilize any other firm or person to perform any of CONTRACTOR's obligations under this Contract, except upon the prior written consent of REPORTER. In the event of any permitted subcontracting, CONTRACTOR will remain wholly responsible for all performance obligations in accordance with the terms of this agreement. REPORTER will communicate only with CONTRACTOR and CONTRACTOR shall be wholly responsible for the performance of, and for any payment due to, any subcontractor unless otherwise agreed to by the parties in writing.

SECTION 24. REPORTER'S ACCESS TO CONTRACTOR'S FACILITIES

CONTRACTOR shall provide REPORTER and REPORTER's authorized representatives with access to its plants, offices and other facilities at reasonable times during CONTRACTOR's usual working hours for the purpose of inspecting CONTRACTOR's facilities, equipment, supplies, workforce, work in progress and other matters relating to CONTRACTOR's past, present and future performance under this Contract. If, in accordance with Section 23 above, REPORTER authorizes CONTRACTOR to subcontract or utilize any other firm or person to perform any of CONTRACTOR's

obligations under this Contract, such right of inspection also shall apply to such other firm's or person's plants, offices and other facilities and CONTRACTOR shall include a provision to this effect in its subcontract or other contractual arrangement with such other firm or person.

SECTION 25. REPORTS

CONTRACTOR shall make a confidential detailed written report to REPORTER on a quarterly basis setting forth all sales, subscriptions and online usage pursuant to this Contract and also shall furnish REPORTER with all records relating to sales, subscriptions and usage. CONTRACTOR also shall provide a written report to REPORTER on a monthly basis setting forth statistics on the usage of the Opinion Service. In addition, CONTRACTOR shall, upon request, furnish REPORTER all records and documents necessary to determine CONTRACTOR's compliance with the terms of this Contract.

SECTION 26. CHANGE OF TYPE OR STYLE

During the term of this Contract, REPORTER reserves the right to alter the size and style of type of the New York Reports, Appellate Division Reports, and Miscellaneous Reports, and of the Weekly Advance Sheets, and to alter the form and style of matter such as headnotes, summaries, Digest-Index, tabular lists, tables, appearances and points of counsel, new filings digests, or any such other matter as REPORTER may direct to be included therein.

SECTION 27. MODIFICATION; ANNULMENT

It is expressly agreed that, in accordance with Judiciary Law § 434 (12), REPORTER may either modify this Contract in the interest of justice or annul this Contract. The modification or

annulment shall be made by a written instrument signed by REPORTER, approved by the Chief Judge of the Court of Appeals, and filed in the office of the Secretary of State. In the event this Contract is so annulled, REPORTER may thereupon immediately enter into a new Contract, which shall also be approved by the Chief Judge of the Court of Appeals. It further is expressly agreed that this Contract may at any time be abrogated and annulled by an act of the Legislature of the State of New York.

SECTION 28. TAX EXEMPTION

Purchases by the State of New York are not subject to any sales or federal excise taxes. Exemption certificates will be furnished upon request. New York State also is exempt from the transportation tax; no exemption certificates are required for this tax.

SECTION 29. APPENDIXES; NY STATE UNIFIED COURT SYSTEM APPENDIX A

New York State Unified Court System Appendix A Standard Clauses for all Contracts, dated March 2015 ("Appendix A") is appended hereto and made a part of this Contract. Should any provision in Appendix A conflict with any term of the Agreement, the provision in Appendix A shall govern.

SECTION 30. CONSENT TO BREACH NOT WAIVER

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

SECTION 31. ENTIRE AGREEMENT; PARTIAL INVALIDITY

This Contract, together with Appendix A, constitutes the entire agreement of the parties. Any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

SECTION 32. NOTICES

All notices to be given under this Contract shall be in writing and delivered to the other party at its address set forth herein (or such other address as the party may provide in writing from time to time), either personally or by certified mail, return receipt requested. The date of such notice shall be deemed to be the date of delivery.

SECTION 33. GOVERNING LAW

This Contract shall be governed exclusively by the provisions herein and by the laws of the State of New York without giving effect to the conflicts of laws provisions thereof.

SECTION 34. SURVIVAL

The expiration or termination of this Agreement shall not affect any rights or obligations hereunder which shall have previously accrued, shall thereafter arise with respect to any occurrence prior to termination, or are specifically provided to survive the termination or expiration hereof, and such rights and obligations shall continue to be governed by the terms of this Agreement. Any provision that by its nature must survive the termination of this Agreement to give effect to its intent will so survive, including but not limited to sections 7, 9 (a), 9 (g), 15, 16 (b), 17, 18 (b), 20, 21, 25, 33, 34, 35 and 36.

SECTION 35. AUDIT; RECORDS

The Comptroller of the State of New York and REPORTER shall have the right to audit the books of account of CONTRACTOR with respect to the expenditures made or expenses incurred pursuant to this Contract and such books of account shall be open to inspection by the Comptroller of the State of New York and by REPORTER at any mutually convenient time or times. Financial records of CONTRACTOR pertaining to the Contract shall be retained by CONTRACTOR as specified in paragraph 10 of Appendix A.

SECTION 36. INDEPENDENT CONTRACTOR STATUS

It is expressly understood and agreed that CONTRACTOR's status hereunder is that of independent contractor and that no employee of CONTRACTOR is an employee of REPORTER or of the New York State Unified Court System. CONTRACTOR alone is responsible for the work, direction, compensation and personal conduct of such employees while they are employed by CONTRACTOR. Nothing included in this Section or in any other provision of this agreement shall impose any liability or duty upon REPORTER or the New York State Unified Court System relating to the employment of persons, firms or corporations employed or engaged by CONTRACTOR as employees, consultants, or independent contractors, or shall make REPORTER or the New York State Unified Court System liable for the acts, omissions, liabilities, obligations or taxes of whatsoever nature, including unemployment insurance and workers' compensation, of CONTRACTOR or its consultants, employees, servants, agents or independent contractors.

SECTION 37. COMPLIANCE WITH LAW

(a) CONTRACTOR represents and warrants that it shall perform all of its obligations hereunder


in accordance with all applicable laws, ordinances, rules and regulations, now or hereafter in effect.

(b) CONTRACTOR shall work collaboratively with REPORTER and use its best efforts to ensure that the Official Reports, the Online Computer Retrieval Database Edition, the Opinion Service, and any other media or formats in which the Official Reports are published, are in compliance with applicable laws, rules, and regulations or UCS policies affecting the authentication or accessibility of electronic legal materials.

IN WITNESS WHEREOF, the respective parties have hereunto set their hands the day and year below written.

BY: STATE REPORTER

West Publishing Corporation
BY: CONTRACTOR


Name: Cara J. Brousseau
Title: State Reporter

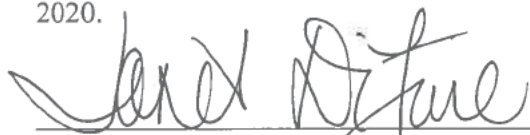

Name: John S. Nelson
Title: Assistant Secretary/Director

Date: 6/2/2020

Date: 5/27/2020

The above and foregoing Contract is hereby approved by me this 2nd day of June,

2020.


Name: Janet DiFiore
Title: Chief Judge of the Court of Appeals

APPROVED DEPT. OF AUDIT & CONTROL Nov 13 2020 Melanie L Young FOR THE STATE COMPTROLLER
--

NYS Contract # C501138

UCS certifies that the original or a photocopy of this signature page will be attached to every exact copy of this contract.

UCS03-C501138-5000203

STATE OF Minnesota)

:

COUNTY OF Dakota)

On this 27th day of May, 2020, before me personally came
John S. Nelson, to me known who, being by me duly sworn, did
depose and say that she is the Assistant Secretary/Director of
West Publishing Corporation, the Corporation described in and which
executed the above instrument; that the Corporation does not have a corporate seal; and that she has
been duly authorized and empowered to make, enter into, sign, seal and deliver contracts on behalf of
the Corporation.

Alicia A. Degross

Notary Public



NYS CONTRACT NUMBER: C501138