

**PUBLISHING SERVICES CONTRACT
PCH-2000-128**

BETWEEN

**STATE OF WASHINGTON
OFFICE OF REPORTER OF DECISIONS
Temple of Justice
PO Box 40929
Olympia, Washington 98504-0929**

AND

**LEXIS PUBLISHING
PO Box 7587
Charlottesville, VA 22906-7587**

This contract is entered into by and between the State of Washington, Office of Reporter of Decisions, an agency of the Judicial Branch of the Washington State government, hereinafter referred to as "Reporter," and Matthew Bender & Company, Inc. dba Lexis Publishing a New York corporation licensed to conduct business in the state of Washington, hereinafter referred to as the "Publisher" or "Contractor," for the purpose of publication of the Advance Sheets and Bound Volumes of the Washington Reports and Washington Appellate Reports, in both hard copy and electronic versions, and the Cumulative Subject Index in hard copy.

1. **STATEMENT OF WORK AND REQUIREMENTS:** The Contractor shall provide the personnel, goods, and services necessary or incidental to the performance of the work set forth in Exhibit A.
2. **TERM OF CONTRACT:** The term of the contract shall be three (3) years, commencing with opinions delivered to the Publisher on June 1, 2000, and terminating June 30, 2003, unless sooner terminated as provided in this contract. Provided, that the term of this contract may be extended by mutual agreement of the parties for not more than four (4) consecutive one-year extensions.
3. **PRICING:**
 - 3.1 Prices: The prices charged by the Publisher for Bound Volumes, Advance Sheets, Cumulative Subject Index, the CD-ROM edition, and the Internet site shall be as set forth in Volume 2 of the Publisher's response to RFP-2000-071.
 - 3.2 Adjustments:
 - 3.2.1 If the contract is extended beyond June 30, 2003, prices shall be adjusted annually commencing July 1, 2003, in an amount not to exceed any percentage difference between the previous January United States Department of Labor, Bureau of Labor and Statistics, Producer Price Index, Industry: Book Publishing; Product: Law Books Code 2731. The percentage increase may not exceed 10% over the previous year's prices.
 - 3.2.2 Price adjustments pursuant to subsection 3.2.1 of this section shall apply to all products that are shipped, mailed, delivered, or provided by the Publisher after the effective date of the price adjustment. The adjusted prices shall apply until further annual adjustments are made.

- 3.2.3 All prices and adjustments to prices authorized by the terms of the contract are subject to all applicable federal economic stabilization laws, orders, and regulations. Sales taxes imposed by law during the course of this agreement shall be added to the prices to be fixed. Shipping and handling charges are included in the price stated.

4. **RIGHTS AND OBLIGATIONS:** All rights and obligations of the parties to this contract will be subject to and governed by: the Terms of this Contract; Exhibit A, Statement of Work and Requirements; Exhibit B, General Terms and Conditions; RFP-2000-071; and the Contractor's Response, all of which are incorporated herein by reference.

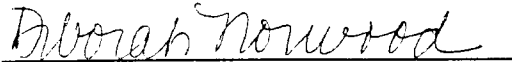
In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order,

- 4.1 Applicable Federal and State Statutes and Regulations;
 - 4.2 Terms of this Contract;
 - 4.3 Exhibit A, Statement of Work and Requirements;
 - 4.4 Exhibit B, General Terms and Conditions;
 - 4.5 RFP-2000-071;
 - 4.6 Contractor's Response; and
 - 4.7 Any other provision, term, or material incorporated herein by reference or otherwise incorporated.
5. **COOPERATION WITH REPORTER:** The Publisher shall provide the Reporter of Decisions the following information within three business days of the Reporter's request: subscription figures for all products; number of complimentary subscriptions for all products; individual sales figures for the requested period of time; prices charged for all products, including bundled products; technical specifications (weight, brand name, finish, etc.) for the paper and cover stock of the Advance Sheets, binders, Bound Volumes, and Cumulative Subject Index; subscription lists in hard copy and electronic form for all products sold pursuant to this contract, containing at a minimum the subscriber's full name, shipping address, billing address, and products.
 6. **COOPERATION WITH PUBLISHER – SUBSCRIPTION LIST:** The Reporter of Decisions shall provide to the Publisher a complete schedule setting forth the names and bill-to addresses of every current subscriber to the Washington Reports Advance Sheets, Washington Appellate Reports Advance Sheets, Washington Reports Bound Volumes, and Washington Appellate Reports Bound Volumes and indicating the specific quantities of each such item to which the subscriber subscribes and the ship-to address or addresses pertaining thereto. If available, the Reporter of Decisions shall also provide to the Publisher a digital copy of all such subscriber information as required to be provided by this Section at the times set forth. The Reporter of Decisions shall use her best efforts to obtain the schedule by June 1, 2000.

7. **COOPERATION WITH PUBLISHER - COPYRIGHT PERMISSION:** The Reporter of Decisions hereby grants to the Publisher a revocable license limited to the term of this contract, nonexclusive in nature, under which the Publisher may use and republish any and all such matter in the Washington Reports and Washington Appellate Reports published prior to the commencement of the term of this contract over which a copyright has or may be asserted. Such matter includes, but is not limited to, the catchlines, headnotes, summary statements, indexes, and tables. The Reporter of Decisions also grants to the Publisher a license to use and republish the entire contents of the Cumulative Subject Index irrespective of the year of its publication.
8. **COUNTERPARTS:** This contract is to be executed in duplicate originals and each duplicate shall be deemed an original copy of the Agreement signed by each party, for all purposes.
9. **ENTIRE AGREEMENT:** This contract, including Exhibits, documents and other items incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this contract.

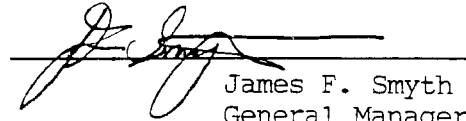
IN WITNESS WHEREOF: The undersigned have affixed their signatures in execution thereof.

OFFICE OF REPORTER OF DECISIONS



Deborah A. Norwood, Reporter

MICHIE, A DIVISION OF MATTHEW
BENDER & COMPANY, INC.



James F. Smyth
General Manager

APPROVED AS TO FORM BY:
THE OFFICE OF THE ATTORNEY
GENERAL, STATE OF WASHINGTON

STATE OF WASHINGTON
OFFICE OF THE REPORTER OF DECISIONS
TEMPLE OF JUSTICE
PO Box 40929
OLYMPIA, WA 98504-0929

PUBLISHING SERVICES CONTRACT
PCH-2000-128

STATEMENT OF WORK AND REQUIREMENTS

EXHIBIT A

PART 1 GENERAL CONSIDERATIONS

Section 1.1 Introduction

Publisher is to publish and sell Advance Sheets and Bound Volumes of the Washington Reports and Washington Appellate Reports, in both hard copy and electronic versions, and the Cumulative Subject Index in a hard copy version. These specifications shall apply to all opinions delivered to the Publisher during the term of the contract.

Section 1.2 Definitions

- 1.2.1 "Advance Sheets" means the softbound periodical publications containing the most recent opinions of the Washington Supreme Court and/or the softbound periodical publications containing the most recent opinions of the Washington Court of Appeals. The contents are listed in section 3.3.
- 1.2.2 "Advance Sheet Binders" means the devices used to compile and hold together a single volume's worth of Advance Sheets. Identical binders are used for the Washington Reports Advance Sheets and the Washington Appellate Reports Advance Sheets.
- 1.2.3 "Bound Volumes" means the material in the advance sheets, with additions and corrections, published in a permanent hardcover form. The contents are listed in section 3.4.
- 1.2.4 "Court" means the Supreme Court of the state of Washington.
- 1.2.5 "Cumulative Subject Index" means the annual, softbound, officially published compilation of headnote catchline entries from 93 Wn.2d 1 and 25 Wn. App. 1 to the last Advance Sheets of Wn.2d and Wn. App. published in the preceding month of February.
- 1.2.6 "Official Reports" means the Washington Reports and the Washington Appellate Reports; it includes hard copy (Advance Sheets and Bound Volumes) and electronic versions.
- 1.2.7 "Washington Appellate Reports" (abbreviated "Wn. App.") means the contents of the officially published opinions and other actions of the Washington Court of Appeals in Advance Sheet and Bound Volume form.
- 1.2.8 "Washington Reports" means the contents of the officially published opinions and other actions of the Washington Supreme Court in Advance Sheet and Bound Volume form. "Washington Reports" includes all the volumes of the Second Series of the Washington Reports (abbreviated "Wn.2d"), the 200 volumes of the First Series of the Washington Reports (abbreviated "Wash."), and the 3 volumes of the Washington Territory Reports (abbreviated "Wash. Terr.").

Section 1.3 Duration of Contract

The term of the contract shall be three (3) years, commencing with opinions delivered to the Publisher on June 1, 2000, and terminating on June 30, 2003, unless sooner terminated as provided in this contract. Provided, that the term of this contract may be extended by mutual agreement of the parties for not more than four (4) consecutive one-year extensions.

Section 1.4 The Publisher as Independent Contractor

In the performance of any work pursuant to this contract, the Publisher shall be an independent contractor.

Section 1.5 Bond

Within five business days from the date the contract for publication of the Official Reports and Cumulative Subject Index is signed, the Publisher shall furnish a bond, satisfactory to the Reporter of Decisions, in the penal sum of \$100,000 for the faithful performance of the contract. The bond will be refundable six years beyond the term of this contract.

Section 1.6 Delivery Services

The Publisher shall provide, at the Publisher's expense, for delivery and collection of manuscript, page-proof copy, and other materials required to fulfill the editorial and manufacturing responsibilities set forth in these specifications. The Reporter of Decisions and the Publisher may agree to utilize electronic delivery media for the delivery of manuscript, page-proof copy, and other materials, in which event the Publisher shall bear the expense of all communication charges, software, and specialized computer equipment required by the Publisher, including that required by the Reporter of Decisions and the Supreme Court and Court of Appeals.

Section 1.7 Copies

- 1.7.1 The Publisher shall furnish to the Reporter of Decisions, at the Publisher's expense, 150 copies of the Cumulative Subject Index, 150 copies of each Advance Sheet, and 175 copies of each Bound Volume in accordance with the provisions of RCW 40.04.110. Of those required copies, the Publisher shall mail direct, at the Publisher's expense, 42 copies to recipients on a distribution list provided to the Publisher by the Reporter of Decisions. The Reporter of Decisions shall have the right to modify the distribution list at any time.
- 1.7.2 The Publisher shall also provide the Reporter of Decisions with 1 copy of any of the Publisher's publications to which reference is regularly made by the Publisher in editorially enhancing the opinions in accordance with these specifications.

Section 1.8 Customer Service

The Publisher shall maintain a customer service toll-free telephone line and/or e-mail address. The Publisher shall answer all customer service inquiries within a maximum period of two working days from the time the inquires are received.

Section 1.9 Non-Endorsement

Advertising

The publisher is free to advertise, market, take orders for, and sell Advance Sheets and Bound Volumes. Provided, that it is understood and agreed by the parties that the entering of this contract does not constitute an endorsement of the Publisher's products or services by the Reporter of Decisions, the Supreme Court, or the Court of Appeals. The Publisher agrees to make no reference to the Reporter of Decisions, the Supreme Court, or the Court of Appeals in any literature, promotional material, brochures, sales presentations or the like without the express written consent of the Reporter of Decisions.

PART 2 PUBLICATION TIME REQUIREMENTS

Section 2.1 Advance Sheet Schedule

Advance Sheets are published every 7 days. The Advance Sheets for the Washington Reports and the Advance Sheets for the Washington Appellate Reports are each published every 14 days on alternate weeks. "Published" or "publication" in the context of this section means ready for shipment. The Reporter of Decisions shall have the option of changing the publication schedule at any time during the term of the contract for publication of the Official Reports. Six months' written notice of such a change shall be provided by the Reporter of Decisions. The first Advance Sheet under the contract is to be published by July 7, 2000.

Section 2.2 Lead Time Requirements for Advance Sheets

- 2.2.1 Unless otherwise directed by the Reporter of Decisions, the Publisher shall process opinions in the order received but shall publish opinions in chronological order based on each opinion's filing date. Opinions are to be published in Advance Sheets within the number of calendar days specified pursuant to subsections 2.2.3 and 2.2.4 of this section.
- 2.2.2 It is the intent of the Reporter of Decisions to minimize the number of days between the filing of opinions and the delivery of opinions to Washington Reports and Washington Appellate Reports subscribers. The Publisher shall at all times use its best efforts to effect reductions in the number of days between the filing of opinions and the publication of opinions in Advance Sheets.
- 2.2.3 The Publisher shall comply with the maximum number of calendar days stated by the Publisher in its proposal to (1) edit an opinion from the date of its receipt, (2) headnote an opinion from the date of its receipt, and (3) finish processing the opinion and publish it in an Advance Sheet from the date the set of headnotes is approved and returned to the Publisher.
- 2.2.4 Notwithstanding paragraph subsection 2.2.3 of this section, the Reporter of Decisions and the Publisher shall from time to time meet and, based on good faith negotiations, shall agree to reductions in the number of days between the filing of opinions and the publication of the opinions in Advance Sheets.

Section 2.3 Bound Volumes

- 2.3.1 The Publisher shall publish and deliver the Bound Volumes of the Washington Reports and Washington Appellate Reports within 90 days after delivery of final opinion page manuscript by the Reporter of Decisions. The term "opinion page manuscript" refers to page proofs of opinions in the Advance Sheets that have been edited and corrected by the Reporter of Decisions as specified in section 3.8, and includes nonopinion material such as the title page and roster of judges.
- 2.3.2 Not less frequently than once a year throughout the term of the contract, the Reporter of Decisions and the Publisher shall agree on a publication schedule for the Bound Volumes. The Publisher shall immediately notify the Reporter of Decisions in writing with an explanation of any delay in the scheduled publication of any Bound Volume.
- 2.3.3 Upon termination of the contract, the Publisher shall be responsible for publishing Wn.2d and Wn. App. bound volumes of all Supreme Court and Court of Appeals opinions that it was responsible for publishing in the advance sheets before the contract terminated.

PART 3 EDITORIAL DUTIES AND RESPONSIBILITIES

Section 3.1 Material to be Published

- 3.1.1 Decisions of the Supreme Court and decisions of the Court of Appeals shall be published in two separate series of volumes. The decisions of the Supreme Court shall be entitled, "Washington Reports, 2nd Series," and the decisions of the Court of Appeals shall be entitled, "Washington Appellate Reports."
- 3.1.2 The Publisher shall publish and sell, as specified in section 3.1, advance reports of opinions of the Washington Supreme Court in Advance Sheets entitled "Official Advance Sheets Washington Reports," and of the Court of Appeals in Advance Sheets entitled "Official Advance Sheets Washington Appellate Reports".
- 3.1.3 The Publisher shall publish only those opinions authorized for publication under the Washington Rules of Court and the publication practices of the Supreme Court, as those rules and practices may be revised or amended from time to time. The Publisher shall also publish, republish at another place, or refrain from publishing, those opinions of the Supreme Court and the Court of Appeals as the Supreme Court may order, those opinions of the Court of Appeals as the respective Division of the Court of Appeals may order, or those opinions of the Supreme Court and the Court of Appeals as the Reporter of Decisions may direct, to carry out Supreme Court publication orders, policies, and practices.
- 3.1.4 No advertisements are to be published in the Bound Volumes of the Washington Reports and Washington Appellate Reports. No advertisements shall be published in the Advance Sheets without the prior written authorization of the Reporter of Decisions for each such advertisement.
- 3.1.5 The Publisher shall publish the "Cumulative Subject Index" in the month of May during each year that this contract remains in effect.
- 3.1.6 The Publisher shall maintain an inventory of Advance Sheet Binders for sale to the subscribers of the Official Reports.

Section 3.2 Pagination and Size of Volumes

- 3.2.1 Subject to the discretion of the Reporter of Decisions, the Publisher shall continue to utilize the system of uniform pagination reflected in the current publication of Advance Sheets and Bound Volumes for the Washington Reports, 2nd Series and Washington Appellate Reports.
- 3.2.2 The volume and page numbers of opinions in the Advance Sheets shall be the same as the Bound Volume in which the opinions will appear. Pagination of volumes in the Advance Sheets shall be monitored and adjusted from time to time so that, allowing for opinions later omitted from the Bound Volumes by court order, the average Bound Volume over the course of the contractual year will contain 900 actual opinion pages, including summaries and headnotes.
- 3.2.3 The Reporter of Decisions reserves the right to impose a system of vendor neutral citations and/or paragraph numbering as directed by the Supreme Court. If this right is exercised, the Publisher will be required to include that information, in the manner specified by the Reporter, in all of the works published under this agreement after the effective date of exercise of this right. The Reporter of Decisions shall provide three month's written notice of such a change before it is to be implemented.

Section 3.3 Contents of Advance Sheets

The pages comprising the material in the Advance Sheets shall include, but are not limited to, the following: [order below does not indicate order in which contents are to appear in the Advance Sheets]

- 3.3.1 Front cover and following pages, including: title and listing of court rules, cases reported, petitions for review, unpublished opinions, notices of orders, etc.
- 3.3.2 Advance sheet index
- 3.3.3 Report of case, including case caption, catchlines, headnotes, editorial statements summarizing the action and disposition at every court level, attorney listings, and the body of the majority opinion and any concurring or dissenting opinions
- 3.3.4 Notations of the dispositions of petitions for review
- 3.3.5 List of unreported opinions
- 3.3.6 Adopted additions or amendments to the Washington Rules of Court
- 3.3.7 Proposed additions or amendments to the Washington Rules of Court
- 3.3.8 Notice of various types of orders, including withdrawing opinion, vacating opinion, dismissing appeal, removing case from publication, reconsideration granted, opinion amendment, etc.
- 3.3.9 Notice of attorney discipline
- 3.3.10 Supreme Court issue summaries
- 3.3.11 Such other materials as the Supreme Court, Court of Appeals, or the Reporter of Decisions may furnish and direct to be published

Section 3.4 Contents of Bound Volumes

The Bound Volumes for the Washington Reports and the Washington Appellate Reports shall include, but are not limited to, the following: [order below does not indicate order in which contents are to appear in the Bound Volumes]

- 3.4.1 Title page
- 3.4.2 Listing of members of the Commission on Supreme Court Reports
- 3.4.3 Table of contents
- 3.4.4 Listings of Justices and Judges (appellate and trial court)
- 3.4.5 Table of cases reported
- 3.4.6 Roll of attorneys
- 3.4.7 Historical listing of Justices and Judges (Wn.2d every five volumes; Wn. App. every ten volumes)
- 3.4.8 Memorials and commemorations

- 3.4.9 Report of case, including case caption, catchlines, headnotes, editorial statements summarizing the action and disposition at every court level, attorney listings, the body of the majority opinion and any concurring or dissenting opinions, and postopinion information
- 3.4.10 Notations of the dispositions of petitions for review
- 3.4.11 List of unreported opinions
- 3.4.12 Adopted additions or amendments to the Washington Rules of Court
- 3.4.13 Volume index
- 3.4.14 Such other material as the Supreme Court, Court of Appeals, or the Reporter of Decisions may furnish and direct to be published

Section 3.5 Editorial Standards and Requirements

- 3.5.1 The Publisher shall maintain a log or other record as to when each opinion is received from the Supreme Court and Court of Appeals and the publication date of each opinion. A copy of the log or other record shall be provided to the Reporter of Decisions as requested by the Reporter of Decisions.
- 3.5.2 All opinions published pursuant to the contract shall be conformed to, and made to comply with, the following style and standards:
 - 3.5.2.1 The latest edition of the Reporter of Decisions Style Sheet. The current Style Sheet is included in Appendix B.
 - 3.5.2.2 The latest edition of The Bluebook: A Uniform System of Citation ("The Bluebook") shall be the official style manual for opinions and reports except for the matters contained the Style Sheet provided for in subsection 3.5.2.1 above.
 - 3.5.2.3 The latest edition of the Chicago Manual of Style shall be the style manual for punctuation and other stylistic questions not covered by the Reporter of Decisions Style Sheet and The Bluebook.
 - 3.5.2.4 Webster's Third New International Dictionary of the English Language shall be the authority for spelling.
- 3.5.3 The Publisher shall make a reasonable inspection for and promptly refer the following to the Reporter of Decisions when found in the course of editing the opinions for Advance Sheets:
 - 3.5.3.1 Improper disclosure of the identity of a witness or party.
 - 3.5.3.2 Citation to unpublished and depublished opinions.
 - 3.5.3.3 Incorrect citations.
 - 3.5.3.4 Any apparent irregularity with respect to the certification of the opinion for publication or partial publication, or the signing of the opinion.
 - 3.5.3.5 In partially published opinions, references to the unpublished portion of the opinion.

- 3.5.4 The Publisher shall perform a thorough edit of each published opinion. Some changes and corrections the Publisher may make without the Reporter of Decisions' approval; others require prior approval from the Reporter of Decisions. Applicable standards and procedures are set forth in the Washington Opinion Reference Manual maintained by the Reporter of Decisions. A copy of such Manual will be provided to the Publisher.
- 3.5.5 All editorial enhancements and material for such enhancements shall be obtained, edited, prepared, and produced by the Publisher at the Publisher's expense.

Section 3.6 Headnotes and Summaries: Copyright

- 3.6.1 The Publisher shall add catchlines, headnotes, subject index entries, and summaries to all opinions. All catchlines, headnotes, subject index entries, and summaries shall be written in the general style and format found in existing volumes of the Washington Reports, 2nd Series and Washington Appellate Reports. The persons who draft the headnotes must be licensed attorneys or graduates of an accredited law school. The Reporter of Decisions shall provide the Publisher with a detailed handout explaining headnoting policies and techniques. The Reporter of Decisions shall also provide guidance and advice as necessary to the persons who draft the headnotes.
- 3.6.2 The headnotes and summaries and all other materials furnished by the Publisher may be copyrighted by the Publisher. The Reporter of Decisions shall have an irrevocable perpetual license to use the copyrighted materials solely for the internal use and benefit of the judicial branch of the Washington State government. Said license shall include the right to use the copyrighted materials for a computerized legal research system operated by the Office of the Administrator for the Courts solely for the internal use and benefit of the judicial branch of government. Upon termination of this contract due to expiration of the contract term or due to default of the Publisher, the Reporter of Decisions shall have a non-exclusive license, which shall be perpetual in term, sublicensable, assignable, and royalty free, to the use of any material or work created under this contract in which the Publisher holds any intellectual property rights pertaining to the Official Reports, including but not limited to the catchlines, headnotes, summary statements, indexes, tables, all other editorial matter, and the Cumulative Subject Index.
- 3.6.3 If the Publisher declines to copyright the material described in subsection 3.6.2 above, the Publisher shall procure a copyright for the material on behalf of the Reporter of Decisions at the Publisher's expense.
- 3.6.4 No copyright or other proprietary right shall be procured or claimed with respect to the text of the opinions published in the Washington Reports and Washington Appellate Reports; no copyright or other proprietary right shall be procured or claimed with respect to the volume numbering or the pagination of opinions in the Washington Reports and Washington Appellate Reports (i.e., "point page" references within opinions).

Section 3.7 Verification and Correction Generally

- 3.7.1 The Publisher shall cooperate with the Reporter of Decisions to the maximum extent reasonably possible (i) to ensure integrity and accuracy in the publication of opinions, and (ii) to make any requested corrections or other changes in text and all other materials submitted to or prepared by the Publisher before publication of the Advance Sheets and Bound Volumes.

- 3.7.2 The Reporter of Decisions shall inspect all work, whether editorial or manufacturing, submitted by the Publisher in order to determine compliance with the terms and specifications previously agreed to by the Publisher. Inferior, unprofessional, or otherwise unsatisfactory work will be rejected and returned to the Publisher. The Publisher shall promptly correct any deficiencies at no additional cost to the Court or subscribers. Inspection and acceptance of completed work by the Reporter of Decisions shall not be deemed a waiver of the Publisher's duty to correct, at the Publisher's own expense, defects discovered later.
- 3.7.3 The Publisher, at its own expense, is required to verify the accuracy and to correct all quotations and all citations to authority within each opinion. As required by the Washington Opinion Reference Manual, the Publisher shall notify the Reporter of Decisions of any corrections or other changes made by the Publisher.
- 3.7.4 The Publisher shall provide for thorough proofreading, copyreading, and correction of all opinions subsequent to composition and pagination, but prior to publication in the Advance Sheets. The proofreading and copyreading shall be done at a level of accuracy satisfactory to the Reporter of Decisions and shall include a comparison to the hard copy of the opinion as it was received by the Publisher.
- 3.7.5 All headings, headnotes, summaries, editorial statements and other editorial enhancements prepared by the Publisher are subject to correction and revision by, or at the direction of, the Reporter of Decisions under such terms as the Reporter of Decisions, in his or her discretion, shall specify.

Section 3.8 Inspection and Correction for Bound Volumes

- 3.8.1 The Advance Sheets undergo further editing by the Reporter of Decisions prior to publication of Bound Volumes.
- 3.8.2 Within five days after the publication of each Advance Sheet, the Publisher shall provide one set of Advance Sheet page proofs for further inspection, revision, and correction as prescribed by these specifications. These page proofs shall contain all editorial enhancements by the Publisher, including summaries and headnotes to the opinions, and shall be provided on paper measuring 8 1/2 by 11 inches.
- 3.8.3 The Advance Sheet page proofs, as revised and corrected by the Reporter of Decisions, shall be returned to the Publisher as opinion page manuscript, which commences the time period for publication of Bound Volumes as specified in section 7.2.1. The Publisher shall make all revisions and corrections directed by the Reporter of Decisions; page proofs of all Bound Volume pages shall be sent to the Reporter of Decisions for final approval. The Reporter of Decisions shall have 10 working days to review, revise, and approve the page proofs of the Bound Volume pages.
- 3.8.4 The Publisher shall provide the Reporter of Decisions with a proof copy of the front cover and spine of each Bound Volume. Changes and corrections made by the Reporter of Decisions shall be incorporated into the cover and/or spine of the published Bound Volume.
- 3.8.5 Where errors of significance are detected after publication of a Bound Volume of the Washington Reports or Washington Appellate Reports, whether the error is caused by the Publisher or otherwise, the Publisher upon discovery or notification of the error shall promptly, at the sole discretion of the Reporter of Decisions and at the Publisher's own expense, (i) issue a "crack, peel, and affix" correcting printout to the subscribers, or (ii) reprint and reissue the volume in its entirety.

Section 3.9 Cumulative Subject Index

- 3.9.1 The Cumulative Subject Index is published annually in May. The Index incorporates all headnote catchline entries from 93 Wn.2d 1 and 25 Wn. App. 1 through the last Wn.2d and Wn. App. Advance Sheets published in the month of February of the calendar year in which the Index is to be published.

- 3.9.2 The Publisher must edit the Cumulative Subject Index for content. The most common corrections involve:
 - 3.9.2.1 An index entry at one indent level cannot have a page reference if it also has subentries at the next lower indent level.

 - 3.9.2.2 To avoid duplication of entries, the Cumulative Subject Index contains many cross references. When the compilation of new index entries into the Cumulative Subject Index database yields both a cross reference and index entries under the same topic, the Publisher must edit the Cumulative Subject Index by deleting index entries.

- 3.9.3 The Publisher shall provide the Reporter of Decisions with one unbound proof copy of the Cumulative Subject Index before it is published. The Reporter of Decisions shall have 10 working days in which to review and edit the proof. The Reporter of Decisions shall transmit the revisions and corrections to the Publisher which shall incorporate such changes into the final published Cumulative Subject Index.

PART 4 PRINTING REQUIREMENTS

Section 4.1 Print Specifications Generally

- 4.1.1 Pagination, typographical style, paper quality, and binding for Bound Volumes shall generally conform to Volume 134 of the Washington Reports, 2nd Series and Volume 91 of the Washington Appellate Reports.

- 4.1.2 Pagination and typographical style for the opinion pages of the Advance Sheets shall also generally conform to Volume 134 of the Washington Reports 2nd Series, and Volume 91 of the Washington Appellate Reports. The term "opinion pages" includes summaries and headnotes to the opinions. Paper quality for the Advance Sheets shall be the same or better than that used in Advance Sheets published in 1999 prior to the start of the contract. Paper color shall also closely match the colors used for the Advance Sheets published in 1999.

Section 4.2 Manuscript Pages

As set forth in section 3.8.2, the Publisher shall provide one set of page proofs of each Advance Sheet, both Wn.2d and Wn. App. Within 5 days after publication of each Wn.2d Bound Volume, the Publisher shall provide five unbound sets of the final, corrected page proofs of the Bound Volume; the Bound Volume page proof requirement does not apply to the Washington Appellate Reports.

Section 4.3 Availability of Back Issues

The Publisher shall make available within a reasonable time a sufficient number of copies of each Bound Volume of the Washington Reports and Washington Appellate Reports to supply all demands for six years from the date of publication of each volume. Volumes supplied pursuant to this section shall be sold at prices no greater than the price of the most recent volume produced under this contract. Upon termination of the contract, the Publisher shall continue to have available for sale Bound Volumes and Advance Sheets produced by it during the term of the contract. The Publisher need not have available for sale copies of Advance Sheets once the corresponding Bound Volume is printed, bound, and distributed.

PART 5 DELIVERY OF OPINIONS AND RELATED MATERIAL

Section 5.1 Reporter of Decisions/Court's Duty Generally

- 5.1.1 The Supreme Court, the Court of Appeals, and the Reporter of Decisions shall furnish to the Publisher, at the Publisher's expense, all opinions, other copy material, and such additional documents as are required to permit the Publisher to fulfill its obligations under the contract for publication of the Washington Reports and Washington Appellate Reports. All such materials or documents are to be provided in hardcopy and if available to the Reporter of Decisions, electronic, machine readable form. The Reporter of Decisions shall also provide to the Publisher all materials within the Reporter of Decisions' possession that pertain to the publication of the Cumulative Subject Index. At the Publisher's option and expense, alternate mail services, including overnight courier services, may be used for delivery of all materials.
- 5.1.2 In the case of opinions certified for partial publication, furnishing the Publisher with only the portion or portions certified for publication shall constitute delivery of the opinion.
- 5.1.3 Unless the Publisher specifies otherwise in writing, one typescript paper copy of each opinion certified for publication will be sent by United States mail to the Publisher from the court rendering the opinion.

Section 5.2 Electronic Delivery

- 5.2.1 The Reporter of Decisions shall deliver opinions of the Supreme Court and the Clerks of each of the Divisions of the Court of Appeals shall deliver opinions of their respective Division of the Court of Appeals that are certified for publication by means of a computerized electronic delivery medium, including modem access. To the extent practicable, the Publisher shall use opinion data delivered by an electronic medium in the production of the Washington Reports and Washington Appellate Reports.
- 5.2.2 In the case of opinions certified for partial publication, only the portion or portions certified for publication may be delivered by an electronic medium.
- 5.2.3 During all or part of the term of the publication contract, the OAC may maintain an electronic information service known as JIS-Link as an electronic delivery medium available to the courts and to subscribers. Opinions of the Supreme Court and Court of Appeals that are certified for publication are generally expected to be available on JIS-Link within one calendar day of filing.
- 5.2.4 The Publisher is responsible for any loss of or damage to any documentation or electronic medium delivered to it and shall reproduce the same at its expense.

- 5.2.5 The Reporter of Decisions and the Publisher shall from time to time meet and review currently available technology relating to the transmission of opinions and other data for the Official Reports by electronic media, particularly with respect to reducing the number of days between the filing of opinions and the delivery of the Official Reports to purchasers. The Reporter of Decisions and the Publisher shall negotiate in good faith on utilizing currently available technology to improve the currency, accuracy, and integrity of the Official Reports.
- 5.2.6 Notwithstanding subsection 5.2.5 of this section, the Reporter of Decisions may find it necessary to unilaterally change communications protocols, data format, or other communications parameters due to computer systems changes that may occur at the OAC or in the Court of Appeals or Supreme Court during the term of the contract for publication of the Official Reports. The Reporter of Decisions shall provide the Publisher with written notice of such computer systems changes within two business days of receiving the information, in which case the Publisher shall prepare to accommodate such changes at its own expense.

Section 5.3 Technical Requirements

- 5.3.1 Transmission shall be via the Internet or on voice-grade telephone lines from computers operated by the Reporter of Decisions; Clerk of the Supreme Court; Clerks of the Court of Appeals, Divisions I, II and III; and/or the OAC to the Publisher's computer. Any communication charges shall be paid by the Publisher. Transmission will normally be initiated by Court, Reporter of Decisions, or OAC personnel and will normally include those filed opinions certified for publication that are received that day from the Supreme Court and the Court of Appeals.
- 5.3.2 Electronic delivery of opinions shall be through use of word processing software. Currently, the Reporter of Decisions, the Supreme Court, and the Court of Appeals are using Word 97. Security, network configuration, and library specifications shall be as agreed upon. The Court shall provide hardware needed to transmit opinions other than specialized hardware required by the Publisher such as a "turnkey" system. The Publisher shall provide hardware and software needed to receive transmissions pursuant to these specifications. The Publisher shall also provide specialized hardware necessary to transmit opinions and any software required for transmission. The Court shall supply the Publisher with modem specifications, as needed.

PART 6 ELECTRONIC EDITION

Section 6.1 General Requirements

- 6.1.1 The Publisher shall publish and make available for sale or license the Washington Reports and Washington Appellate Reports in the CD-ROM (Compact Disc-Read Only Memory) format and through internet access.
- 6.1.2 The Publisher shall have the right to designate, entitle, market, advertise, and sell the electronic edition as the "Official Reports" if the electronic edition contains the identical wording as the Official bound volumes. The electronic edition may be bundled with other products.
- 6.1.3 The Publisher shall provide the Reporter of Decisions with 5 copies of all discs, software, customer documentation, and update material comprising the electronic edition for use by the Supreme Court, Court of Appeals, the Reporter of Decisions, and the Washington State Law Library. Internet access must be free for judicial branch staff. The "judicial branch staff" refers to the Supreme Court and its immediate departments, the State Law Library (including its public access terminals), the Office of the Reporter of the Decisions, each of the three divisions of the Court of Appeals, and a limited number of staff members of the Office of the Administrator for the Courts. All such use by the Reporter of Decisions and judicial branch staff will be limited to official government business.

- 6.1.4 Opinion page data for the electronic edition shall conform completely to the text of opinions in the Advance Sheets and Bound Volumes of the Washington Reports and Washington Appellate Reports except for graphical material (e.g., diagrams, exhibits, photographs, maps, and the like) appearing in the text of an opinion or an appendix thereto that is reproducible in the electronic edition only as a digital image, in which case it may be excluded from the electronic edition with an appropriate notation to that effect.

Section 6.2 Coverage

- 6.2.1 Prospective coverage of opinions for the electronic edition of the Official Reports shall commence with opinions filed on or after the effective date of the contract for publication of the Washington Reports and Washington Appellate Reports, as defined in section 1.2. CD-ROM's will be updated quarterly and the internet database will be updated two to three times per week. Slip opinions will be added to the internet database within 8 business hours of the time that they are received electronically.
- 6.2.2 Retrospective coverage of Washington Reports, 2nd Series, and/or Washington Appellate Reports, in the electronic edition of the Washington Reports and Washington Appellate Reports shall be issued within one year of the effective date of the contract for publication of the Washington Reports and Washington Appellate Reports.
- 6.2.3 The Reporter of Decisions shall have the option of requiring, at any time during the term of the contract for publication of the Washington Reports and Washington Appellate Reports, that retrospective coverage of the Washington Reports, 1st Series shall be issued. Such coverage shall be issued within one year of the Reporter of Decisions' written notice requiring such coverage, but in no event shall the Publisher be required to issue such coverage within the first eighteen months of the contract, regardless of when the Reporter of Decisions notifies the Publisher that such coverage shall be issued.

Section 6.3 Pagination

The electronic edition of the Official Reports shall provide intraopinion pagination information that conforms with the printed Bound Volumes and Advance Sheets of the Official Reports.

Section 6.4 Technical Requirements

- 6.4.1 The Publisher's technical specifications for the electronic edition of the Official Reports are subject to review and approval by the Reporter of Decisions, and shall be generally consistent with the specifications stated in this section.
- 6.4.2 The directory and file format of the electronic edition shall conform to current industry standards.
- 6.4.3 The electronic edition shall incorporate current industry standards for error correction.
- 6.4.4 The electronic edition shall be usable on stand-alone personal computers, using the Microsoft Windows operating system, as well as the Apple Macintosh. The Apple Macintosh version shall resemble other typical Macintosh applications.
- 6.4.5 The technical specifications for the electronic edition shall have the following characteristics or attributes in the "search software:"

- 6.4.5.1 The capability of searching for exact words in the opinion data and any indexed field, including fields for the name of the case, the Washington Reports or Washington Appellate Reports citation, the name of the court, and the name of the authoring justice, including authors of concurrences, dissents, and concurrences and dissents.
- 6.4.5.2 The capability of searching for dates in a field that indicates the month, day, and year that an opinion was filed.
- 6.4.5.3 The capability of utilizing "Boolean operators" in search expressions, making search requests that require minimal use of specialized syntax, using idiomatic English in search requests, substituting "wild card" and universal characters in search expressions, editing a search without reentry, saving a search for later use, and displaying the total number of search request "hits" on execution of a search.
- 6.4.5.4 The capability of using proximity operators to search for adjacent words or expressions, or for other words or expressions within a specified numbers of words, or within the same sentence or paragraph.
- 6.4.5.5 The capability of "nesting" search terms by using parentheses, to a minimum of five levels and with no limit on the number of search terms or the number of fields searched.
- 6.4.5.6 At intervals of no more than five seconds, the capability of determining that a search is under way (e.g., by way of a graphic that indicates the percentage of the search that has been processed or a changing hourglass graphic), and the capability of aborting a search and receiving a confirmation request immediately upon entry of the command to abort the search.
- 6.4.5.7 The capability of seeing, while the search is in process, a list of search "hits" as they are identified and the capability to go directly to the first and subsequent search "hits," including the ability to go directly to a specified page of an opinion containing the search "hit."
- 6.4.5.8 The capability of retreating from a multilevel search in a manner that allows the search to be processed at any of the levels, with or without editing.
- 6.4.5.9 The capability of sending retrieved data directly to a printer or saving it to a disk, the capability of marking all printed and saved files with the date and time of the search as well as the printing or saving, and the capability of marking and unmarking retrieved records and data selectively for subsequent processing (e.g., printing or saving), whether universally, individually, or selectively.
- 6.4.6 The electronic edition shall be fully functional with Microsoft Windows 95 and Windows 98, including the cut-and-paste capabilities available through its "clipboard" feature.
- 6.4.7 The CD-ROM electronic edition shall be usable on personal computer local area networks, including those produced and currently supported by Microsoft, Novell, IBM, and Banyan. The Publisher shall identify to the Reporter of Decisions the local area network operating systems it shall support and the software that shall be used to provide the CD-ROM edition on local area networks.
- 6.4.8 The Publisher shall provide licensing terms for local area network configurations, as well as specifications for the installation and use of the CD-ROM electronic edition on each type of local area network supported. The price of a local area network version of the product shall cover assistance with installation on the local area network.

- 6.4.9 The stand-alone and local area network versions of the CD-ROM electronic edition shall be usable with devices that work with the product's search software to locate, load, and play multiple discs (e.g., "jukeboxes," disc cartridges, or disc drive towers). The Publisher shall identify the devices that it intends to support.
- 6.4.10 For the CD-ROM electronic editions, when the data needed to complete a search request is not available on a mounted disc and must be retrieved from an unmounted disc, the search software shall identify the disc that must be mounted in order to complete the search. If an additional disc must be mounted, the user shall be prompted (e.g., by a dialog box) to insert the appropriate disc. The search shall continue to execute, without any requirement that the search be reentered or the interface be exited. If the product is used on a device that handles multiple discs, as specified in subsection 6.4.9 of this section, the changing of discs shall be transparent to the user.
- 6.4.11 Installation of all software pertaining to the CD-ROM electronic edition on the computer equipment of the purchasers or subscribers shall be fully automatic and shall require minimal information from the user. Where possible, the installation procedures shall automatically detect and utilize previously installed personal computer programs, and any "autoexec.bat" and "config.sys" files shall be created or updated, as needed, without damage. The Publisher shall specify where the search software and indexes shall reside and the manner in which the indexes will be updated.
- 6.4.12 Diagnosis of problems with the installation or operation of the electronic edition of the Official Reports on the computer equipment of the purchasers or subscribers shall be by means of concise and clear error messages that do not require translation from a technical idiom. User support for the electronic edition shall be provided by a toll-free number, on-line assistance, or both.
- 6.4.13 The Publisher shall warrant that every disc produced is functional and free of any defect. Any defective discs shall be replaced at no cost to purchasers or subscribers.
- 6.4.14 The minimum and recommended computer equipment for operation of the electronic edition, including the amount of hard disk storage required for installation of the search software, are as specified in Publisher's proposal.

PART 7 PERFORMANCE SECURITY; TERMINATION

Section 7.1 Headnotes and Summaries

- 7.1.1 Publisher is to deliver headnotes and summaries to the Reporter of Decisions within 21 calendar days of receipt of the electronic version of the opinion. The Reporter of Decisions will be damaged if headnotes and summaries are not received within 21 calendar days, and as the amount of damages would be difficult to estimate, Publisher agrees, as liquidated damages, to pay the Reporter of Decisions \$500 per day for each day that one or more opinions are past the 21-calendar-day period without the headnotes and summaries being delivered to the Reporter of Decisions.
- 7.1.2 Persistent failure to meet the scheduled date for delivery of the headnotes and summaries that is attributable either to the Publisher or to the Publisher's agents and subcontractors shall constitute a material breach of the publication contract.

Section 7.2 Advance Sheet and Bound Volume Publication and Delivery

- 7.2.1 Publisher is to publish the Advance Sheets within 5 calendar days of the scheduled date of publication (based on the lead time responses to section 2.2). Publisher is to also publish the Bound Volumes within 90 days from the date final opinion page manuscript is delivered to the Publisher by the Reporter of Decisions. Failure of Publisher to meet the delivery dates will result in damages to the Reporter of Decisions and subscribers that would be difficult to assess. Therefore, Publisher agrees, as liquidated damages, to pay the Reporter of Decisions \$2,500 on each occasion of late publication.
- 7.2.2 Persistent failure to meet the scheduled publication dates for Advance Sheets and Bound Volumes that is attributable either to the Publisher or to the Publisher's agents and subcontractors shall constitute a material breach of the publication contract.

Section 7.3 Electronic Publication and Delivery

- 7.3.1 The failure of the Publisher to issue retrospective coverage for the electronic edition of the Official Reports as specified in subsection 6.2.2 of section 6.2, and as specified in subsection 6.2.3 of that section if the Reporter of Decisions exercises the option to require the retrospective coverage specified in that subsection, will result in damages to the Reporter of Decisions and subscribers that would be difficult to accurately assess; therefore, as liquidated damages, the Publisher shall pay the Reporter of Decisions the amount of \$5,000 on failure to comply with the schedule specified in section 6.2 as to each series of the Washington Reports or Washington Appellate Reports for which publication may be required. In addition, each instance of failing to issue prospective coverage for the electronic edition within 10 days of the schedule provided pursuant to subsection 6.2.1 of section 6.2 will also result in damages to the Reporter of Decisions and subscribers that would be difficult to accurately assess; therefore, as liquidated damages, the Publisher shall pay the Reporter of Decisions the amount of \$2,500 on each instance of failure to update within 10 days of the scheduled date.
- 7.3.2 Persistent failure to meet scheduled publication dates for the electronic edition that is attributable either to the Publisher or to the Publisher's agents and subcontractors shall constitute a material breach of the publication contract.
- 7.3.3 Within two months of distributing a CD-ROM disc or the creation of internet access for the electronic edition of the Washington Reports and Washington Appellate Reports as specified by this contract, the Publisher shall place in the custody of an escrow agent, acceptable to the Reporter of Decisions, a CD-ROM first-generation master of either the CD-ROM offered for sale or the files made available through the internet access, and a copy of the database, without imbedded codes, used to produce such electronic edition. Under the terms of the escrow agreement, the escrow agent shall provide the first-generation master disc or files, and a copy of the database, to the Reporter of Decisions in the event that the Reporter of Decisions must make alternative arrangements for electronic publication because the Publisher is unable to fill orders for the electronic edition, or the contract for publication of the Official Reports terminates prematurely due to the Publisher's default, breach, or abandonment of the contract. Upon such occurrence, the Reporter of Decisions shall have a license to use or to authorize a third party to use the first generation master disc or files, and a copy of the database, for the limited purpose of producing electronic editions of the Washington Reports and Washington Appellate Reports until the completion of the term of this contract as specified in Section 1.3. In no event shall the license extend beyond such term.

Section 7.4 Disaster Contingency Plan

Publisher shall implement and provide the Reporter with the Disaster Contingency Plan as detailed in Publisher's proposal for production of the Washington Reports and Washington Appellate Reports should any event or circumstance (e.g., a natural disaster) cause a business interruption either for the Publisher, or for any agent or subcontractor of the Publisher. The disaster contingency plan describes in detail alternative arrangements for editorial work, composition, printing, binding, and distribution of Advance Sheets and Bound Volumes of the Washington Reports and Washington Appellate Reports.

Section 7.5 Editorial Performance Assurances

The Publisher shall assign editorial responsibilities to the staff listed in the Publisher's proposal, as reasonably possible. Publisher shall utilize the computerized editorial assistance tools (e.g., cite checking, spell checking, tabling, proofreading, quotation verification, and stylistic conformity to subsection 3.5.2) as specified in Publisher's proposal.

Section 7.6 Manufacturing Performance Assurances

- 7.6.1 Publisher shall comply with the manufacturing performance assurances specified in Publisher's proposal, including how and where the composition, printing, and distribution responsibilities set forth in the specifications will be fulfilled.
- 7.6.2 Publisher shall keep the Reporter of Decisions advised in writing as to the names and addresses of all subcontractors or agents utilized in the manufacture of the Washington Reports and Washington Appellate Reports, including any agents or subcontractors to be utilized under the disaster contingency plan specified in section 7.4, and shall specify the responsibilities of each subcontractor or agent.

Section 7.7 Computer Software and Program Availability

- 7.7.1 All computer programs or other software, whether proprietary to the Publisher or commercially available to the general public by purchase and license or otherwise, that are utilized in production of the Washington Reports and Washington Appellate Reports, shall be specified in writing by the Publisher. The Publisher shall update this information throughout the term of the contract.
- 7.7.2 If computer programs or software proprietary to the Publisher are used in production of the Washington Reports and Washington Appellate Reports, or if proprietary modifications are made to computer programs and software commercially available to the general public by purchase and license or otherwise, then copies of such programs or software, or such programs or software as modified, shall be placed in escrow along with all relevant documentation, subject to the same terms and upon the same conditions as set forth in Section 7.3.3.

- 7.7.3 Unless the Reporter of Decisions in its sole discretion determines that computer programs or software being utilized in production of the Washington Reports and Washington Appellate Reports are commercially available to the general public by purchase and license or otherwise at a reasonable cost, the Reporter of Decisions shall have the right to be made a licensee or colicensee of the Publisher at the Publisher's expense for any computer program or software being utilized in production of the Washington Reports and Washington Appellate Reports for the limited purpose of producing the Washington Reports and Washington Appellate Reports, in advance sheet or bound volume form, until the completion of the term of this contract, as specified in Section 1.3. The Reporter of Decisions shall also have the right to require the Publisher to provide to the Reporter of Decisions an electronic database of any such Advance Sheet or Bound Volume of the Washington Reports or Washington Appellate Reports that may be in progress toward publication by the Publisher according to the terms of this contract. The database, if required by the Reporter of Decisions, is to be provided in a standardized, machine-readable format, together with documentation relating thereto, that would enable the Reporter of Decisions to independently produce the same.
- 7.7.4 All nonproprietary computer programs and software (including but not limited to labeling and collateral specification data and documentation) used by the Publisher or any subcontractor of the Publisher to produce the Washington Reports and Washington Appellate Reports are to be furnished to the Reporter of Decisions without cost to the Reporter of Decisions. Such programs and software may be used by the Reporter of Decisions, or any entity selected by the Reporter of Decisions through the Supreme Court or otherwise, to carry out any reproduction or reprinting of the Washington Reports and Washington Appellate Reports as required by this contract until the completion of the contract term, as specified in Section 1.3.

Section 7.8 Inspection

The Reporter of Decisions, or his or her designee, reserves the right to inspect all manufacturing and editorial premises, including the premises occupied by the Publisher's subcontractors. The Publisher shall provide for such right of inspection in any contracts or arrangements with subcontractors or agents.

Section 7.9 Termination or Abandonment

- 7.9.1 The contract for publication of the Washington Reports and Washington Appellate Reports shall terminate at the end of the contract term as extended. The contract may also be terminated, in whole or in part, whenever the Reporter of Decisions, in his or her sole judgment, reasonably exercised, determines that the Publisher has failed to perform the contract or a substantial part thereof. Before the contract may be terminated for nonperformance, the Reporter of Decisions must notify the publisher of the failure to perform and provide 60 days for the Publisher to cure the failure. Should the Publisher fail to cure the failure within a reasonable time, termination of the contract, in whole or in substantial part, shall be effected by the presentment to the Publisher of a written notice of termination. Such notice shall specify the extent to which performance of the contract is terminated and the date upon which such termination will become effective. Under such circumstances, the Reporter of Decisions will retain all legal remedies available to it, including damages for increased costs on behalf of all subscribers, for the remaining term of the contract.
- 7.9.2 At least 30 days before the termination of the contract at the end of the contract term or within five business days after the termination of the contract for cause as specified in subsection 7.9.1 of this section, or on abandonment of the contract by the Publisher, the Publisher shall provide the Reporter of Decisions with a copy of all subscription lists in hard copy and electronic form that pertain to the Washington Reports and Washington Appellate Reports. The subscription lists shall include all products sold pursuant to this contract and shall set forth all pertinent subscription information, including full names of subscribers, specific products and quantities, ship-to addresses, and bill-to addresses.

State of Washington
Office of the Reporter of Decisions
Temple of Justice
PO Box 40929
Olympia, WA 98504-0929

PUBLISHING SERVICES CONTRACT

PUB-2000-128

EXHIBIT B

GENERAL TERMS AND CONDITIONS

DEFINITIONS: As used throughout this contract, the following terms shall have the meanings set forth below:

- A. "Reporter" or "Reporter of Decisions" shall mean the Reporter of Decisions of the state of Washington, any division, section, office, unit or other entity of the Reporter, or any of the officers, other officials, employees, volunteers, or others acting as representatives lawfully representing the Reporter.
- B. "Contracting Officer" shall mean Deborah A. Norwood, Reporter and/or her delegates within the Reporter of Decisions authorized in writing to act in her behalf.
- C. "Contractor" shall mean that individual or other entity performing services under this contract and shall include all employees of the Contractor.
- D. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor.
- E. "Property" shall mean any tangible work products, other physical assets, or intellectual property fixed in a tangible medium of expression.

ADVANCE PAYMENTS PROHIBITED: No payment in advance or in anticipation of services to be provided under this contract shall be made by the Reporter of Decisions.

CHANGES AND MODIFICATIONS: Any change or modification to this contract must be in writing and signed by both parties.

COVENANT AGAINST CONTINGENT FEES: The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for purposes of securing business. The Reporter of Decisions shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

CONFLICT OF INTEREST: The Reporter of Decisions may, by written notice to the Contractor, terminate this contract if it is found after due notice and examination by the Reporter of Decisions that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under, this contract.

In the event this contract is terminated as provided above, the Reporter of Decisions shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Reporter of Decisions provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

GOVERNING LAW: This contract shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County. The Contractor, by execution of this contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter.

INDEMNIFICATION: The Contractor shall defend, protect, and hold harmless the state of Washington, the Reporter of Decisions, or any employees thereof, from and against all claims, suits or actions arising from the Contractor's acts which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark or tradename through use or reproduction of material of any kind.

INDEPENDENT CAPACITY OF THE CONTRACTOR: The Contractor and his or her employees or agents performing under this contract are not employees or agents of Reporter of Decisions. The Contractor will not hold himself/herself out to be an officer or employee of Reporter of Decisions or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to an employee under Chapter 28B.16 RCW or Chapter 41.06 RCW or which would accrue to an employee of the Judicial Branch specifically exempted by Chapter 41.06 RCW.

INDUSTRIAL INSURANCE COVERAGE: Prior to performing work under this agreement, the Contractor shall provide or purchase industrial insurance coverage for the Contractor's employees, as may be required by an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this contract. Should the Contractor fail to secure industrial insurance or fail to pay premiums, as may be required under Title 51 RCW, the Reporter of Decisions may deduct the amount of premiums and any penalties owing from the amounts payable to the Division of Industrial Insurance. This provision does not waive any right under RCW 51.12.050 to collect from the Contractor amounts paid by the Reporter of Decisions.

The Reporter of Decisions will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any Subcontractor or employee of the Contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Washington State Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the Reporter of Decisions and guarantee payment of such amounts.

Industrial insurance coverage through the Department of Labor and Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

TREATMENT OF ASSETS: Title to all property furnished by the Reporter of Decisions shall remain in the Reporter of Decisions. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Reporter of Decisions upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Reporter of Decisions upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Reporter of Decisions in whole or in part, whichever first occurs.

Any property of the Reporter of Decisions furnished to the Contractor shall, unless otherwise provided herein or approved by the Reporter of Decisions, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the Reporter of Decisions which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

Upon loss or destruction of, or damage to, any Reporter of Decisions property, the Contractor shall notify the Reporter of Decisions thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the Reporter of Decisions all property of the Reporter of Decisions prior to settlement upon completion, termination or cancellation of this contract.

LIMITATION OF AUTHORITY: Only the Contracting Officer or her delegates (delegation to be made in writing prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract on behalf of the Reporter of Decisions. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Contracting Officer or her delegate.

NONASSIGNABILITY: Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor. Notwithstanding the foregoing, Contractor may freely transfer or assign this contract to (i) any affiliate of Contractor, including without limitation, its parent company or any subsidiaries of its parent company, or (ii) any person or entity who acquires the entire business of Contractor or acquires the portion of the assets of Contractor that relate to this contract.

NONDISCRIMINATION: During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS: In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Reporter of Decisions. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance.

REGISTRATION WITH DEPARTMENT OF REVENUE: The Contractor shall complete registration with the State of Washington, Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

LICENSING, ACCREDITATION AND REGISTRATION: The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this contract.

RIGHTS IN DATA: Except as provided in Exhibit A, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Reporter of Decisions. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this contract include material not included within the definition of "works for hire," the Contractor hereby assigns such rights to the Reporter of Decisions as consideration for this contract.

Data which is delivered under this contract, but which does not originate therefrom, shall be transferred to the Reporter of Decisions with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall advise the Reporter of Decisions, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The Reporter of Decisions shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. The Reporter of Decisions shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

RIGHT OF INSPECTION: The Contractor shall provide right of access to its facilities to the Reporter of Decisions, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

SAFEGUARDING OF INFORMATION: The use or disclosure by the Contractor of any information obtained as a result of performance under this contract concerning the Reporter of Decisions or the Court for any purpose not directly connected with the administration of the Reporter of Decisions', the Court's or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by written consent of the Reporter of Decisions or the Court.

SAVINGS: In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the Reporter of Decisions may terminate the contract under the "Termination for Convenience" clause, without the thirty-day notice requirement, subject to renegotiation under those new funding limitations and conditions.

SEVERABILITY: If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

SUBCONTRACTING: Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without notifying the Reporter of Decisions in advance of the work commencing by the subcontractor.

TERMINATION:

- A. **Termination for Default:** The Reporter of Decisions may, by written notice, terminate this contract, in whole or in part, for failure of the Contractor to perform any of the obligations or provisions required by the contract. In the event of default, the Contractor shall be liable for damages as authorized by law, including but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; Provided, that if (i) it is determined for any reason the Contractor was not in default, or (ii) the Contractor's failure to perform is without Contractor's and/or Subcontractor's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience.

- B. **Termination for Convenience:** Except as otherwise provided in this contract, the Reporter of Decisions may terminate this contract by providing written notice of such termination to the Contractor, specifying the effective date thereof, at least thirty (30) calendar days prior to such date. If this contract is so terminated, the Reporter of Decisions shall be liable only for payment for services rendered prior to the effective date of termination.

TERMINATION PROCEDURE: Upon termination of this contract, the Reporter of Decisions, in addition to any other rights provided in this contract, shall require the Contractor to deliver to the Reporter of Decisions any property specifically produced or acquired for the performance of such part of the contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Reporter of Decisions shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Reporter of Decisions, and the amount agreed upon by the Contractor and the Reporter of Decisions for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the Reporter of Decisions, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Contracting Officer shall determine the extent of liability of the Reporter of Decisions. The Reporter of Decisions may withhold from any amounts due the Contractor such sum as the Reporter of Decisions determines to be necessary to protect the Reporter of Decisions against potential loss or liability.

The rights and remedies of the Reporter of Decisions provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of notice of termination, and except as otherwise directed by the Reporter of Decisions, the Contractor shall:

- A. Stop work under this contract on the date and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated;
- C. Assign to the Reporter of Decisions, in the manner, at the times, and to the extent directed by the Reporter of Decisions, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Reporter of Decisions has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Reporter of Decisions to the extent the Contracting Officer may require, which approval or ratification shall be final for all purposes of this clause;
- E. Transfer title to the Reporter of Decisions and deliver in the manner, at the times, and to the extent directed by the Reporter of Decisions any property which, if the contract had been completed, would have been required to be furnished to the Reporter of Decisions;
- F. Complete performance of such part of work as shall not have been terminated by the Reporter of Decisions; and
- G. Take such actions as may be necessary, or as the Reporter of Decisions may direct, for the protection and preservation of the property related to this contract which is in possession of the Contractor and in which the Reporter of Decisions has or may acquire an interest.

WAIVER: Waiver of any default of any term or condition of this contract shall not be deemed to be a waiver of any other prior or subsequent default. Waiver of breach of any provision of the contract shall not be deemed a waiver of any other or subsequent breach and shall not be construed as a modification of the terms of this contract unless stated to be such in writing, signed by the Contracting Officer and attached to the original contract.

AMERICAN WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35: The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

PUBLICITY: The Contractor agrees to submit to the Reporter of Decisions all advertising and publicity matters relating to this contract in which the Reporter of Decisions' name is specifically mentioned. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Reporter of Decisions.

PUBLISHING SERVICES CONTRACT
PCH-2000-128

BETWEEN

STATE OF WASHINGTON
OFFICE OF REPORTER OF DECISIONS
Temple of Justice
PO Box 40929
Olympia, Washington 98504-0929

AND

LEXIS PUBLISHING
PO Box 7587
Charlottesville, VA 22906-7587

Amendment 1

Based upon mutual benefit, this contract is modified as follows:

3. PRICING:

- 3.1 Prices: The prices charged by the Publisher for Bound Volumes, Advance Sheets, Cumulative Subject Index, the CD-ROM edition, and the Internet site shall be no greater than as set forth in Volume 2 of the Publisher's response to RFP-2000-071.

AGREED:

STATE OF WASHINGTON
OFFICE OF THE REPORTER OF DECISIONS

Deborah Norwood
Deborah Norwood, Reporter

13 Feb 01
Date

MICHIE, A DIVISION OF MATHEW
BENDER & COMPANY, INC.

James F. Smyth
Signature
James F. Smyth
Printed Name
Vice President
Title

2/26/01
Date

STATE OF WASHINGTON
THE ADMINISTRATIVE OFFICE OF THE COURTS
1206 South Quince Street SE
PO Box 41170
Olympia, Washington 98504-1170

PUBLISHING SERVICES CONTRACT
PCH 2000-128
AMENDMENT 2

WHEREAS, the State of Washington, Office of Reporter of Decisions ("Reporter") and Matthew Bender & Company dba Lexis Publishing, a New York corporation licensed to conduct business in the state of Washington, ("Publisher" or "Contractor") entered into Contract No. PCH 2000-128 ("CONTRACT") for the purpose of publication of the Advance Sheets and Bound Volumes of the Washington Reports and Washington Appellate Reports, in both hard copy and electronic versions, and the Cumulative Subject Index in hard copy; and

WHEREAS, the parties desire to amend said CONTRACT to extend the CONTRACT pursuant to its terms, to provide for an equitable increase in selected prices during the CONTRACT extension, and to modify, and add, certain terms as agreed upon by the parties; and

WHEREAS, the parties recognize that mutual benefits will derive therefrom.

NOW THEREFORE, in consideration of the mutual promises and understandings contained herein, the parties hereby amend the CONTRACT and its Exhibit A as follows:

1. CONTRACT, Section 2., TERM OF CONTRACT, is amended to read:
 2. TERM OF CONTRACT: The term of the CONTRACT shall be five (5) years, commencing with opinions delivered to the Publisher on June 1, 2000, and terminating June 30, 2005, unless sooner terminated as provided in this CONTRACT. Provided, that the term of this CONTRACT may be extended by mutual agreement of the parties for not more than one (1) two-year extension.
2. CONTRACT, Subsection 3.1 is amended to read:
 - 3.1 Prices: The prices charged by the Publisher for Bound Volumes, Advance Sheets, and the Cumulative Subject Index shall be as set forth in Volume 2 of the Publisher's response to RFP-2000-071, except for the following price increases and new prices agreed upon by the Reporter and the Publisher:

Bound Volumes

Washington Reports, Second Series and Washington Appellate Reports: Increased to \$19.75 per bound volume, shipping and handling included, effective upon the latest execution of this amendment, said price to prevail through June 30, 2004. The bound volume price, shipping and handling included, shall increase to \$20.75 effective July 1, 2004 through June 30, 2005.

Advance Sheets:

Washington Reports, Second Series and Washington Appellate Reports: Effective July 1, 2003, through June 30, 2004, increased to \$55.25 per annual subscription, delivered. Effective July 1, 2004, through June 30, 2005, increased to \$58.00 per annual subscription, delivered.

Washington Cumulative Subject Index:

The annual subscription price for the Washington Reports advance sheets no longer includes the annual Cumulative Subject Index. Effective upon the latest execution of this amendment, the price for the Cumulative Subject Index will be \$19.75 per volume, shipping and handling included, said price to prevail through June 30, 2004. Effective July 1, 2004, through June 30, 2005, the price will increase to \$20.75, shipping and handling included.

3. CONTRACT, Subsection 3.2, "Adjustments" is deleted in its entirety.
4. CONTRACT, a new section 10, **ELECTRONIC DATABASE TRANSFER** is added to read as follows:

In exchange for the Reporter relieving the Publisher from its obligation to make available for sale or license the Washington Reports and Washington Appellate Reports in the CD-ROM (Compact Disc-Read Only Memory) format and through Internet access, Publisher agrees to provide the Supreme Court of the state of Washington ("Court") with copies of the following Washington case law databases:

- 10.1 CD Law Database: The database Publisher acquired from CD Law, Inc. (Washington Territorial Reports, volumes 1 - 3; Washington Reports First Series, volumes 1- 200; Washington Reports Second Series, volumes 1 - 140; and Washington Appellate Reports, volumes 1 - 100). The database Publisher acquired from CD Law, Inc., as herein described, shall be provided in ASCII compliant format that utilizes a proprietary Personal Librarian markup schema; delivered as published on current "Official" CD-Rom published by Publisher.

10.2 Publisher Database: An electronic data file of each advance sheet and bound volume the Publisher has produced and will produce pursuant to this CONTRACT beginning with Washington Reports Second Series volume 141 and Washington Appellate Reports volume 101. Such data files shall be in an ASCII compliant format that utilizes a proprietary Extensible Markup Language (XML) schema supplemented with Xyvision Standard Format (XSF) markup; delivered per unit of publication (i.e., one file per advance sheet, one file per bound volume).

10.3 Copyright and Licensing: The CD Law Database and the Publisher Database shall be provided to the Reporter by Publisher in a full text version, including all copyrighted materials. The Reporter may, pursuant to a licensing agreement, provide the full text version of the electronic data to the Statute Law Committee. The Reporter shall provide a copy of said licensing agreement to the Publisher. Said licensing agreement will require the Statute Law Committee to suppress the copyrighted material (as defined in EXHIBIT A, STATEMENT OF WORK AND REQUIREMENTS, Section 3.6 "Headnotes and Summaries: Copyright") in the database from July 1, 2000 forward during the life of the CONTRACT so that the copyrighted material is not visible or downloadable by any third party and will provide for the suspension of the licensing agreement for continuing substantial violations of the Publisher's copyright in the electronic publications until such time as the violations of the Publisher's copyright are remedied and deficiencies in the Statute Law Committee's process to suppress the copyrighted material are corrected.

10.4 Delivery Dates: The historical Washington case law databases (the CD Law Database, described in subsection 10.1 and the Publisher Database, described in subsection 10.2, as it then exists upon the latest execution of this amendment) shall be delivered to the Court within 30 days of the latest execution of this amendment. The future data files of the Publisher Database (i.e. that generated after the latest execution of this amendment through the end of the CONTRACT, as amended, including both advance sheet data files and bound volume data files) shall be delivered to the Court within five business days respectively of the publication date on the cover of the advance sheet or the date of shipment of the bound volume.

5. EXHIBIT A, STATEMENT OF WORK AND REQUIREMENTS, PART 6 "ELECTRONIC EDITION" is deleted in its entirety.
6. EXHIBIT A, STATEMENT OF WORK AND REQUIREMENTS, Section 7.3 "Electronic Publication and Delivery" is deleted in its entirety.
7. All other terms and conditions remain unchanged.

AGREED:

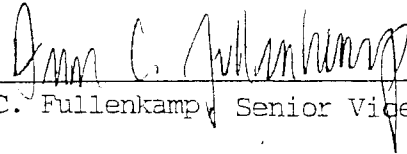
IN WITNESS WHEREOF: The undersigned have affixed their signatures in execution thereof.

OFFICE OF REPORTER OF DECISIONS

MATTHEW BENDER AND CO., INC.
A member of the LexisNexis Group



Truman S. Fuller, Reporter of Decisions



Ann C. Fullenkamp, Senior Vice President

Date: March 31, 2003

Date: _____

STATE OF WASHINGTON
OFFICE OF REPORTER OF DECISIONS
Temple of Justice
PO Box 40929
Olympia, Washington 98504-0929

PUBLISHING SERVICES CONTRACT
PCH-2000-128

AMENDMENT 3

WHEREAS the State of Washington, Office of Reporter of Decisions (“Reporter”) and Matthew Bender & Company, Inc., a New York corporation licensed to conduct business in the state of Washington, (“Publisher” or “Contractor”) entered into Contract No. PCH 2000-128 (“CONTRACT”) for the purpose of publication of the Cumulative Subject Index and the Advance Sheets and Bound Volumes of the Washington Reports and Washington Appellate Reports;

WHEREAS the parties desire to amend said CONTRACT to provide for an equitable increase in selected prices during the two-year period from July 1, 2005 to June 30, 2007 and to modify, and to add, certain terms as agreed upon by the parties; and

WHEREAS the parties recognize that mutual benefits will derive therefrom;

NOW, THEREFORE, in consideration of the mutual promises and understandings contained herein, the parties hereby amend the CONTRACT, as previously amended, as follows:

1. Section 2, **TERM OF CONTRACT**, is amended to read:
 2. **TERM OF CONTRACT:** The term of the CONTRACT shall be seven (7) years, commencing with opinions delivered to the Publisher on June 1, 2000, and terminating June 30, 2007, unless sooner terminated as provided in this CONTRACT.
2. Subsection 3.1 is amended to read:
 - 3.1 Prices: The prices charged by the Publisher for Bound Volumes, Advance Sheets, and the Cumulative Subject Index shall be no greater than as set forth in Volume 2 of the Publisher’s response to RFP-2000-071, except for the following price increases and new prices agreed upon in writing by the Reporter and the Publisher:

Bound Volumes

Washington Reports, Second Series and Washington Appellate Reports: Effective July 1, 2005, the bound volume price, shipping and handling included, shall be no greater than 105% of \$20.75, said price to prevail through June 30, 2006. Effective July 1, 2006 through June 30, 2007, the bound volume price, shipping and handling included, shall be no greater than 105% of the price in effect from July 1, 2005 through June 30, 2006.

Advance Sheets

Washington Reports, Second Series and Washington Appellate Reports: Effective July 1, 2005, the Advance Sheet price, shipping and handling included, shall be no greater than 105% of \$58.00, said price to prevail through June 30, 2006. Effective July 1, 2006 through June 30, 2007, the Advance Sheet price, shipping and handling included, shall be no greater than 105% of the price in effect from July 1, 2005 through June 30, 2006.

Washington Cumulative Subject Index:

Effective July 1, 2005, the Cumulative Subject Index price, shipping and handling included, shall be no greater than 105% of \$20.75, said price to prevail through June 30, 2006. Effective July 1, 2006 through June 30, 2007, the Cumulative Subject Index price, shipping and handling included, shall be no greater than 105% of the price in effect from July 1, 2005 through June 30, 2006.

3. Section 10, ELECTRONIC DATABASE TRANSFER, is revised to read as follows:

10.1 Definitions.

10.1.1 "Publisher Copyrighted Materials" or "PCMs" shall mean the following elements that the Publisher originated under the terms of this CONTRACT:

- Headnote catchlines
 - Headnote bodies
 - Headnote rubric numbers (bracketed numbers showing the headnote locations within opinions)
 - Subject of Action catchlines
 - Case summary paragraphs
- Nature of Action:
District Court:
Municipal Court:
Superior Court:
Court of Appeals:

Supreme Court:

- Publisher research references (follow the counsel listings)
- Table of cases (in advance sheets and bound volumes)
- Indexes (in advance sheets and bound volumes)

10.1.2 “CD Law Database” shall mean the database Publisher acquired from CD Law, Inc. (containing: Washington Territorial Reports, volumes 1 – 3; Washington Reports First Series, volumes 1 – 200; Washington Reports Second Series, volumes 1 – 140; and Washington Appellate Reports, volumes 1 – 100). The CD Law Database includes copyrighted materials and PCMs, if any, Publisher may have added to the database after Publisher first acquired it from CD Law, Inc.

10.1.3 “Publisher Database” shall mean the database of each advance sheet and bound volume the Publisher has produced and will produce pursuant to this CONTRACT beginning with Washington Reports Second Series volume 141 and Washington Appellate Reports volume 101. The Publisher Database includes all PCMs Publisher may have added to advance sheets and bound volumes.

10.1.4 “Databases” shall mean the CD Law Database and the Publisher Database.

10.1.5 “Reporter” shall mean the State of Washington, Office of Reporter of Decisions, and the Washington Supreme Court.

10.2 License.

10.2.1 Grant. In exchange for the Reporter relieving the Publisher from its obligation to make available for sale or license the Washington Reports and Washington Appellate Reports in the CD-ROM (Compact Disc-Read Only Memory) format and through Internet access, Publisher hereby grants to the Reporter, under Publisher’s copyrights, a license to the Databases on the terms provided herein. Such license is nonexclusive, unrestricted, irrevocable, royalty-free, and worldwide, and includes the rights to reproduce, distribute copies of, make derivative works from, and to display the Databases, in whole or in part, for any purpose and in any media, now known or later developed, including the Internet and the World Wide Web. This grant of license to the Databases shall survive the termination of this CONTRACT.

10.2.2. Sublicense. During the term of this CONTRACT, the Reporter may sublicense the Databases to the Statute Law Committee (“SLC”), but may not sublicense the Databases to any other entity or person. This restriction shall cease upon the termination of this CONTRACT, and thereafter the Reporter may sublicense the Databases without restriction to

any entity or person at the Reporter's sole discretion. The Reporter shall provide the Publisher with a copy of the sublicensing agreement between the Reporter and the SLC ("SLC Sublicense"). The SLC Sublicense shall comply with the following:

10.2.2.1 The SLC Sublicense shall limit the SLC's use of the Databases to publication (1) in the SLC's case law CD-ROM, and (2) on the state public access website (presently hosted by the Municipal Research and Services Center at www.legalwa.org).

10.2.2.2 Except as provided below, the SLC Sublicense shall require the SLC, during the life of this CONTRACT only, to suppress the PCMs. "To suppress the PCMs" means to make the PCMs not visible to, or downloadable by, any third party.

10.2.2.3 Notwithstanding the foregoing restriction, the SLC Sublicense may authorize the SLC to publish, beginning July 1, 2005, all PCMs in the Databases created by the Publisher on or before July 1, 2001. The Sublicense may likewise authorize the SLC to publish, beginning July 1, 2006, all PCMs in the Databases created by the Publisher on or before July 1, 2002.

10.2.2.4 The SLC Sublicense shall provide for the suspension of the SLC's rights in the Databases in the event the SLC violates the terms of the SLC Sublicense by substantially failing to suppress the PCMs, and shall require such suspension of rights to remain in effect until the violations are remedied and deficiencies in the SLC's process to suppress the PCMs are corrected.

10.3 Copies of the Databases.

10.3.1 Copy of CD Law Database. Publisher shall provide the Reporter with one (1) copy of the full text CD Law Database in ASCII-compliant format that utilizes a proprietary Personal Librarian markup schema. Such copy shall be the physical property of the Reporter.

10.3.2 Copy of Publisher Database. Publisher shall provide the Reporter with one (1) copy of the full text Publisher Database per unit of publication (i.e., one copy per advance sheet, one copy per bound volume). Such copy shall be in an ASCII-compliant format that utilizes a proprietary Extensible Markup Language (XML) schema supplemented with Xyvision Standard Format (XSF) markup. Such copy shall be the physical property of the Reporter.

10.3.3 Additional Copies. The Reporter may request an additional copy of a Database if the copy in the Reporter's possession is damaged, lost, or corrupted. Upon such request, but only if Publisher continues to have a copy of the Database in Publisher's possession, Publisher shall provide such additional copy at no extra cost to the Reporter. The foregoing does not obligate the Publisher to retain copies of the Databases in order to provide such additional copies to the Reporter.

10.4 Publisher's Non-assertion of Copyright Except in PCMs. Except for the PCMs, Publisher agrees that no other materials originated by the Publisher under this CONTRACT, including but not limited to case captions and attorney listings, are subject to the Publisher's claim of copyright.

10.5 Delivery Dates. The future data files of the Publisher Database (i.e. those generated after the latest execution of this Amendment through the end of the CONTRACT, as amended, including both advance sheet data files and bound volume data files) shall be delivered to the Reporter within five (5) business days respectively of the publication date of the advance sheet or the date of shipment of the bound volume.

5. A new section 11, PUBLISHER'S RIGHT TO USE COPYRIGHTED DATA, is added to read as follows:

During the term of, and after the expiration of, this CONTRACT, the Reporter grants a license to the Publisher to use all material copyrighted by the State of Washington in volumes 85 Wn.2d through 140 Wn.2d and volumes 12 Wn. App. through 100 Wn. App. The license is nonexclusive, irrevocable, royalty-free, and worldwide, and includes the rights to reproduce, distribute copies of, make derivative works from, and to display the Databases, in whole or in part, for any purpose and in any media, now known or later developed, including the Internet and the World Wide Web. The license is not assignable and not sublicensable with the exception that it may be assigned and/or sublicensed to affiliates of the Publisher and that it may be assigned to any entity acquiring or merging with the Publisher or any entity which acquires from the Publisher the line of business to which this Contract relates. Any party to whom the license is assigned will be bound by the terms of this section as if that party were the "Publisher," and can only further assign or sublicense the license under the conditions set out herein. For purposes of this section, "affiliate" means any company, corporation, business, or entity (i) in which Publisher owns or controls at least fifty percent (50%) of the voting stock, or fifty percent (50%) interest in income; (ii) which owns or controls at least fifty percent (50%) of the voting stock of Publisher; or (iii) which is owned or controlled by any person or entity that owns or controls at least fifty percent (50%) of the voting stock of Publisher.

6. All other terms and conditions of the CONTRACT, including prior amendments thereto, remain unchanged.

AGREED:

IN WITNESS WHEREOF: The undersigned have affixed their signatures in execution thereof.

OFFICE OF REPORTER OF DECISIONS MATTHEW BENDER & COMPANY,
INC.

Truman S. Fuller
Truman S. Fuller, Reporter of Decisions

Ann C. Fullenkamp
Ann C. Fullenkamp, Vice President

Date: 4/22/05

Date: 4-19-05

MATTHEW BENDER & COMPANY, INC. LEGAL DEPT.
REVIEWED BY: ME
DATE: 4/05