

Full Legal Name “Customer”: University of California San Diego	
Financial Account Number: 4255324LL	Organization Customer Number: 4254YV5L2
“LN”: LexisNexis, a division of RELX Inc.	

Customer agrees to purchase or license the LN products and services (each a “Product”) set forth in this LexisNexis Master Agreement (this “Master Agreement”).

1. TERM

This Master Agreement will begin upon the earliest date indicated in the Master Agreement Period table below and will continue in full force and effect for a period of 36 months (the “Term”). Furthermore, if indicated in the Master Agreement Period table, the Term will automatically renew on the basis set forth below.

2. ELECTED PRODUCTS AND COMMITMENT

Customer elects to subscribe to the Products identified in the table below during the Term (the “Products”). In exchange for access to the Products, Customer will pay to LN the Annual Commitment amounts and one-time charges set forth in the Product Riders and totaled in the chart below for Customer’s convenience.

Subscribed Products				
NEXIS DATA LAB			Subject to Terms of Applicable Product Rider attached to this Master Agreement	Check Subscription Plan:
				<input type="checkbox"/> Institution-wide
				<input type="checkbox"/> Named Department:
				<input checked="" type="checkbox"/> Set Number of users:
“Master Agreement Periods”**†			“Total ANNUAL Commitment” (Sum of All Commitments for all products)	Total One Time Charges (Payable as set forth in product Riders)
7/1/2022	to	6/30/2023	[Text deleted]	[Text deleted]
7/1/2023	to	6/30/2024	[Text deleted]	
7/1/2024	to	6/30/2025	[Text deleted]	
	to		\$	
	to		\$	
	to		\$	

* If this box is checked, the following will apply:
 a) this Master Agreement will automatically renew for successive ONE year renewal periods (each a “Renewal Period”) unless either party provides not less than 30 days’ prior written notice of termination. All then current commitment amounts shall be subject to a SELECT increase during each Renewal Period; and
 b) notwithstanding anything to the contrary, this Master Agreement will be governed by and construed in accordance with the laws of the State of Ohio regardless of the law that might otherwise apply under applicable principles of conflicts of law.

† Notwithstanding the dates set forth above, the first Master Agreement Period will begin on the date the LN IDs are issued (“Activation Date”). The Monthly Commitment will be prorated for any partial first month. The Term will end as set forth below:

- The Term will end on the applicable anniversary of the Activation Date (e.g., June 14th)
- The Term will end on the last day of the month of the applicable anniversary of the Activation Date (e.g., June 30th)

3. CLOSED OFFER

The prices and other terms herein are subject to change if Customer has not submitted a signed original or copy to LN on or before .

4. INCORPORATED TERMS

The Product Riders and Master Agreement Terms attached hereto are material terms of this Master Agreement and are incorporated herein and made a part hereof. In addition, all of the Products are subject to the Terms & Conditions of use for the LexisNexis Services which may be viewed and printed at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/pricing.page> (the "General Terms") which is incorporated herein by reference. In the event the Product Rider for any Product is omitted from this Master Agreement, LN shall have the right to terminate this Master Agreement as to such Product upon notice to Customer. Finally, this Master Agreement shall also consist of the terms of LexisNexis Academic Subscription Agreement and Order Form between LN and Customer made effective July 1, 2019 (the "Customer Contract"). Any conflict among the various parts of this Master Agreement shall be resolved in accordance with the order of precedence set forth in Section 3 of the Master Agreement Terms.

AGREED TO AND ACCEPTED BY:

Customer:	University of California San Diego
[MUST BE COMPLETED BY CUSTOMER]	
Authorized Customer Signature:	
Printed Name:	
Job Title:	
Date:	
Customer Notice Address: __ [Text deleted] _____ __ _____ __ _____ Attn: __ [Text deleted] _____	

[Text deleted]

MASTER AGREEMENT TERMS

The following terms (the "Master Agreement Terms") apply to all Products included in this Master Agreement.

1. **LN Companies.** LexisNexis conducts business globally through multiple distinct legal entities which are affiliates of LN. Such affiliates are collectively referred to herein as the "LN Companies." The Products in this Master Agreement may be provided by one or more of such LN Companies.
2. **Definitions.** Capitalized terms used but not defined herein shall have the meanings set forth in the Product Riders and General Terms.
 - 2.1. "Authorized User" for purposes of the General Terms shall mean and include enrolled students, active faculty, and administrative staff, as applicable based upon Customer's specific subscription. In addition, for Customer's whose subscription includes access for their on-campus libraries, the term "Authorized User" may also include walk-in library patrons at Customer's onsite library provided that all such use by walk-in library patrons is occasional and insubstantial, initiated by the patron, and is not detrimental to the interests of LN. All such usage of the Online Services by walk-in patrons must be on-site at the library. Customer will notify LN in writing of any material change in the number of Authorized Users certified herein and the Subscription Fees may increase/decrease accordingly. Upon the request of LN, Customer will recertify the current total number of Authorized Users at Customer's department/location.
 - 2.2. "Force Majeure" means a cause which is beyond a party's reasonable control, including fire, riot, civil disturbance, strike (other than a strike by that party's employees), embargo, explosion, earthquake, volcanic action, flood, act of military authority, act of terrorism, act of God, act of the public enemy, government requirement or delay, change in law or regulation, civil or military authority, inability to secure raw materials or transportation facilities, and act or omission of a carrier or supplier.
3. **Order of Precedence.** If there is a conflict between terms of different parts of this Master Agreement, the conflicting terms will be interpreted as narrowly as possible in the area of the conflict and the conflict will be resolved by giving precedence to the documents in the following order: (1) the specific Product Terms for each included Product (applied separately to the applicable Product); (2) the Order; (3) the Master Agreement Terms; (4) the General Terms and other documents and agreements incorporated by reference into this Master Agreement; (5) the Customer Contract; and (6) the Customer Information Sheet and other verifications paperwork that must be completed by Customer and provided to LN to fulfill this Master Agreement.
4. **Access to Online Products; Accessibility; Interlibrary Loan**
 - 4.1. Customer acknowledges that access to the Products must be strictly controlled and limited to Authorized Users through the use of LN identification numbers and passwords or by one or more of the following remote authentication methods:
 - Internet Protocol ("IP") domain address filtering, whereby Customer provides LN with IP addresses registered to the subscribing institution and vouchsafes that these IP addresses are associated only with sites controlled by Customer for Authorized Users only.
 - Proxy Server IP address filtering, whereby Customer provides LN with IP addresses of a proxy server belonging to or operated on behalf of the Customer and vouchsafes that proxy server access is granted only to Authorized Users located at the subscribing institution or to remote users that have been authenticated as

Authorized Users by Customer using a secure patron authentication system.

- 4.2. LN is committed to making the Products accessible to persons with disabilities. Notwithstanding anything to the contrary in the Agreement or the General Terms, nothing in the Agreement shall prohibit the use of programs or equipment designed solely for use by persons with disabilities to access the Online Services for its intended purposes. LN also agrees to comply with the terms of the LexisNexis Commitment to Accessibility set forth at <http://www.lexisnexis.com/gsa/76/accessible.asp>.
- 4.3. Except as set forth above or otherwise stipulated in a Product Rider, the Products provided by LN under this Master Agreement are designed for discrete, individual search and retrieval activities by persons only. Unless a Product Rider states that the services shall be provided via programmatic access (such as an API, batch, or other machine-to-machine application), Customer agrees all access to and use of the Products via mechanical, programmatic, robotic, scripted, or any other automated means is prohibited. Customer may only conduct, discrete, individual search and retrieval activities.
- 4.4. Despite anything to the contrary in this Agreement, if Customer's subscription includes access for its on-campus libraries, Customer may fulfill requests from other institutions, a practice commonly called an Interlibrary Loan, in compliance with Section 108 of the United States Copyright Law (17 USC §108, "Limitations on exclusive rights: Reproduction by libraries and archives") and clause 3 of the Guidelines for the Proviso of Subsection 108(g)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works.
5. **Ownership.** LN reserves all right, title and interest in and to the Products and the Materials made available therein. LN grants Customer only a limited, non-exclusive, non-transferable license to access and use the Products as set forth in this Master Agreement. For the avoidance of doubt, the Products constitute "commercial item(s)" as that term is defined at 48 C.F.R. §2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. §12.212. Accordingly, if Customer is an agency of the U.S. Government or any contractor therefor, Customer only receives those rights with respect to the Products as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204.
6. **Web Services API Restrictions.** The following terms apply if Customer subscribes to the Web Services API. Customer shall initiate all calls or searches through its Customer Application (as defined in the DaaS Solutions Product Rider) on weekends so as to minimize disruption to other LN customers. Customer may not initiate more than 749 searches per hour, nor retrieve more than 3,000 documents/results at a time. Finally, Customer may not retrieve more than 300,000 documents in any single day, with a single day measured from midnight to midnight the following day. Any violation of these usage restrictions shall be a material breach of the DaaS Services Product terms giving LN the right to suspend Customer's access to the Web Services API and/or to terminate Customer's access to the Web Services API pursuant to Section 10.
7. **Infringement.**
 - 7.1. LN shall indemnify, defend and settle any claim by a third party that a Product infringes any United States patent, trade secret or copyright of that third party, and pay any settlement fee or judgment awarded, if any. The foregoing obligation of LN does not apply with respect to any Product or portions, Materials, or components thereof: (i) used outside the scope or term of this Master Agreement or in violation of any

provision thereof; (ii) not supplied by LN; (iii) modified by or for Customer if such modifications were not approved in writing by LN's authorized representative; or (iv) where Customer continues the allegedly infringing activity after being notified thereof and provided modifications that would have avoided the alleged infringement.

- 7.2. Should any portion of the Products hereunder or the operation thereof become, or in LN's opinion be likely to become, the subject of a claim of infringement, LN may, at its sole option, either (i) procure for Customer the right to continue use of the Product(s); (ii) provide a modification to the Product(s) so that its use becomes non-infringing (without substantial impact on the functionality and performance of the Product); (iii) replace the Product(s), with replacement product(s) substantially similar in functionality and performance; or (iv) refund the residual value of the applicable fees paid by Customer for the infringing Product(s), depreciated over a three (3) year period from the delivery date.
- 7.3. Customer shall provide LN with timely written notice regarding a claim such that the timing of the notice does not prejudice LN's ability to defend or settle the claim and shall cooperate with LN to facilitate the defense and settlement of such action. LN shall control the defense and settlement of any such action, including choosing and obtaining counsel. This Section 6 states LN's entire obligation and responsibility, and Customer's sole and exclusive remedy, with respect to the foregoing indemnities.
- 8. Limitation of Liability.**
- 8.1. REGARDLESS OF THE BASIS OF RECOVERY CLAIMED, WHETHER UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTORY OR OTHER THEORY, THE AGGREGATE LIABILITY OF LN AND ITS THIRD PARTY DATA SUPPLIERS AND SUBCONTRACTORS, WITH RESPECT TO ANY AND ALL SUBJECT MATTERS OF THIS MASTER AGREEMENT AND THE PRODUCTS PROVIDED HEREUNDER WILL NOT EXCEED THE LESSER OF THE AMOUNT OF CUSTOMER'S ACTUAL, DIRECT DAMAGES AND THE AMOUNTS RECEIVED BY LN AS FEES UNDER THIS MASTER AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF CUSTOMER'S CLAIM. IN NO EVENT SHALL LN BE LIABLE FOR LOSS OF OR DAMAGE TO SYSTEMS, PROGRAMS, OR DATA; COST OF PROCUREMENT OF SUBSTITUTE GOODS, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS PROFITS OR BUSINESS INTERRUPTION, BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY, EVEN IF LN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION 8.1 LIMITS THE TOTAL LIABILITY OF LN AND ITS THIRD PARTY DATA SUPPLIERS AND SUBCONTRACTORS UNDER THIS MASTER AGREEMENT AND STATES CUSTOMER'S EXCLUSIVE REMEDY FOR ALL CLAIMS ARISING UNDER THIS MASTER AGREEMENT OR RELATED TO THE PRODUCTS PROVIDED HEREUNDER.
- 8.2. In the event that LN provides any Products under this Master Agreement that include access to "Web Content" and/or "Customer Provided Content" as such terms are defined in the applicable Product Riders, LN expressly disclaims any and all liability with regard to Customer's use of Web Content and Customer Provided Content including all use by its Authorized Users or other users. LN has not entered into a licensing agreement or linking agreement

with the owners of the websites that provide the Web Content or Customer Provided Content. LN makes no representation and warranty that it has the right to provide access to the Web Content or Customer Provided Content. Customer's use of the Web Content and Customer Provided Content (including any distribution or redistribution thereof) is solely at its own risk. Customer shall be responsible for any loss or damage suffered by LN or a Covered Party as a result of use of Web Content and/or Customer Provided Content by Customer or any of its users solely to the extent permissible under its applicable tort claims act.

- 8.3. Notwithstanding anything to the contrary set forth in this Section 7, LN acknowledges that Customers that are public academic institutions may not agree to assume the potential liability of LN. Accordingly, any limitation of liability set forth herein are null and void to the extent they preclude any action for injury to persons or for damages to personal property. Furthermore, the limitations of liability in this Section 8 shall not serve to negate LN's indemnification obligations as forth in Section 7, Infringement.
9. **Force Majeure.** No party will be liable for any damage, delay, or failure of performance resulting directly or indirectly from a Force Majeure. If a Force Majeure occurs, the affected party will notify the other parties and make commercially reasonable efforts to mitigate the adverse effects of the Force Majeure on the performance of the Master Agreement. This Section 9 does not excuse Customer's obligation to pay for Products actually received.
10. **Termination; Cross-Default.**
- 10.1. Customer may not terminate this Master Agreement under Section 5.2 of the General Terms (as defined in the Master Agreement Terms) during the Term except as provided in this Section 10. If sufficient funds are not appropriated or allocated for payment under this Master Agreement for any current or future fiscal period, Customer, at its option, may terminate this Agreement on the last day of any calendar month upon ten (10) days prior written notice to LN, without future obligations, liabilities, or penalties to LN except for amounts due up to the time of termination. To exercise this right, Customer shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Master Agreement for the next fiscal period.
- 10.2. Customer may terminate this Master Agreement as to an affected Product(s) if LN discontinues providing access to the Product and/or a significant portion of the Materials of such Product that Customer has used regularly in the ordinary course of its business. To be effective, notice of termination pursuant to this clause must be given by Customer within 90 days of the event giving rise to the termination right. In addition, either party may terminate this Master Agreement for a material breach which remains uncured for more than 30 days after the non-breaching party provides written notice to the other party identifying the specific breach; except in the event of a breach by Customer involving the infringement of intellectual property, or misappropriation or misuse of proprietary data, in which case LN may immediately suspend access to the Online Services as reasonably necessary to stop the misuse of any of the Online Services.
- 10.3. A material breach of a term that applies to one or more, but not all, Products in this Master Agreement entitles the non-breaching party to terminate the Master Agreement only with respect to the affected Products. A material breach of a term that applies to the entire Master Agreement entitles the non-breaching party to terminate the entire Master Agreement.
11. **Injunctive Relief.** LN retains at all times the right to obtain an injunction in court to prevent (a) a violation of any of proprietary rights of any LN Company, including claims in equity or law to protect the intellectual property rights of an LN

Company or its third-party content providers; or (b) a failure to comply with restrictions on use of the services and materials included in a Product.

12. Miscellaneous.

12.1. Notices. All legal notices required under this Master Agreement must be hand-delivered or delivered via written communication delivered to Customer at the notice address set forth in Customer's signature block on page 2 of this Master Agreement, and to LN to the following address: LexisNexis, a division of RELX Inc., Attn: Chief Legal Officer, 9443 Springboro Pike, Miamisburg, OH 45342. For purposes of this Section 12.1, legal notices include (i) an allegation of breach or failure to perform any obligation under this Master Agreement, (ii) any threat to initiate litigation, arbitration, or other legal or administrative proceedings, (iii) a request for a waiver or modification of terms of this Master Agreement, (iv) notice by LN of changes to the General Terms of the Subscription Agreement, (v) a request for indemnification under Section 6. A party may update its notice address by delivering written notice of the change to the other party in accordance with this Section 12.1. All legal notices must be delivered by a method providing for proof of delivery. Any such notice or request will be deemed to have been given on the date of receipt. Notwithstanding the foregoing, LN may give routine Product notices (e.g., information regarding a Product's features, content, or other enhancements or changes) via regular U.S. mail, email or other delivery means reasonably aimed at providing effective delivery. LN may also provide updates to the "Additional Terms" as defined in the LN Subscription Agreement, by displaying the changes electronically in the Online Services. Notices delivered via email notification will be deemed to have been given on the date of transmission, if properly addressed. LN will provide Customer with notice of changes to the transactional prices set forth in the Price Schedule via U.S. mail included with Customer's invoice.

12.2. Waiver. A waiver of a breach of any term of this Master Agreement will not be construed as a waiver of any earlier or later breach of the same term or as a waiver of the term itself. A non-breaching party's continued performance after a breach, failure to give notice of a breach, or failure to enforce or exercise a right under this Master Agreement will not be deemed a waiver of the breach or the right.

12.3. Amendments. If this Master Agreement specifies a process by which it may be amended, then LN may amend it according to that process. No other amendment to this Master Agreement will be binding unless agreed to in a writing executed by LN and Customer, and no approval, consent, or waiver will be enforceable unless signed by the granting party. No preprinted term appearing in any document that is not part of this Master Agreement will be enforceable unless expressly accepted by both parties in writing. Restrictive endorsements or other statements on checks or other forms of payment accepted by LN will not be enforceable. No document will be deemed to amend this Master Agreement by implication.

12.4. Severability. Each term of this Master Agreement is severable. If any term of this Master Agreement is found to be invalid or unenforceable under applicable law, that term will be interpreted and reformed to the extent reasonably required to render it valid, enforceable, and consistent with the original intent of the parties. If that term cannot be so interpreted or reformed, that term will be omitted and, if the term is essential to this Master Agreement, the parties will promptly begin good faith negotiations to replace it. The other terms of this Master Agreement will remain in effect and be enforceable with the invalid or unenforceable term interpreted, reformed, replaced, or omitted, as the case may be.

12.5. Governing Law; Export Regulations. Notwithstanding anything to the contrary in the General Terms, this Master Agreement shall be governed by the law of the U.S. state in which Customer is located. For the avoidance of doubt, the law of the U.S. state shall not be construed to apply to any tribal law. Customer shall not acquire, ship, transport, export or re-export any Product or software, if any, provided under this Master Agreement directly or indirectly, into any country in violation of any applicable law (including, but not limited to, the United States Export Administration Act and the regulations promulgated thereunder) nor will Customer use any Product or software, if any, provided under this Master Agreement for any purpose prohibited by such laws.

12.6. Change in Circumstance. Customer acknowledges that the pricing and content provided to Customer hereunder depend on the number of users of the Products. If Customer is the surviving entity in a merger or the acquirer of all or a substantial portion of another entity that is an LN Customer at the time of the transaction, then this Master Agreement will be adjusted to absorb in totality the other entity's full LN contract price and the other entity's contract with LN will be terminated upon such adjustment. If Customer merges with, or acquires all or a substantial portion of another entity that is not an LN Customer or is an LN transactional Customer only, then the monthly commitment for each Product included under this Master Agreement shall be increased proportionately by the number of added users. Customer will promptly notify LN of any assignment or change of circumstance pursuant to this Section 12.6 and any changes to the charges due hereunder will be effective on the first day of the calendar month immediately following written notice to LN.

12.7. Invoicing and Payment Terms. Customer acknowledges that certain Product combinations, optional content or features, or billing requests may result in the receipt of multiple monthly invoices. All charges are exclusive of any state or local sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account. If Customer is exempt from any such taxes, the tax shall not be charged if LN is provided with a valid tax exemption certificate. All charges will be invoiced on the basis set forth in this Master Agreement (monthly or annually). Amounts billed annually will be billed in advance of the term and Customer must pre-pay the Annual Fee at the beginning of each year. Amount billed monthly will be billed monthly in arrears. All charges, together with applicable taxes, are payable within 30 days after receipt of an invoice. Amounts which have not been paid within 30 days after the invoice date are thereafter until paid subject to a late payment charge at a rate equal to 15% per annum (or, if less, the maximum rate permitted under applicable law or prompt payment act). Customer will be liable for all costs of collection incurred by LN, including without limitations, collection agency fees, reasonable attorney's fees, and court costs, if Customer fails to comply with its payment obligations herein.

12.8. Entire Agreement; Survival. This Master Agreement including the General Terms, Product Riders and the Customer Contract state the complete agreement between Customer and LN concerning its subject matter, and supersedes all earlier or contemporaneous oral and written agreements, representations and understandings between them concerning its subject matter. If Customer issues a purchase order in connection with this Master Agreement, Customer acknowledges and agrees that the purchase order shall be for Customer's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Products. All terms in the Master Agreement that by their nature should typically survive expiration or termination will survive the expiration or termination of the Master



LEXISNEXIS MASTER AGREEMENT
(GLOBAL NEXIS SOLUTIONS - ACADEMIC MARKETS)

Agreement for any reason and any accrued but unpaid financial obligations. Customer shall promptly discontinue all use of the Products upon termination of this Agreement and purge all Materials in accordance with the requirements of the General Terms.

NDL 1. Pursuant terms of this Nexis Data Lab Product Rider (this “Product Rider”), LN agrees to make available the open source libraries to provide Customer with an index of content in XML or other mark-up format so that Customer and its Authorized Users may access, and analyze the content within the Nexis Data Lab environment (the “Nexis Data Lab Services”) during the Committed Term.

PRODUCT		
<input checked="" type="checkbox"/> Nexis® Data Lab	Content	No. of Authorized Users
	(check applicable content)	
<input checked="" type="checkbox"/> SKU 1534711 (10k download)	<input checked="" type="checkbox"/> News (SKU 1525604)	10
<input type="checkbox"/> SKU 1536559 (100k download)	<input checked="" type="checkbox"/> CoFi (SKU 1540194)	

“Committed Term”	Total Monthly Commitment	Total One-Time Fees
7/1/2022 to 6/30/2023	[Text deleted]	-
7/1/2023 to 6/30/2024	[Text deleted]	-
7/1/2024 to 6/30/2025	[Text deleted]	-
	\$	\$
	\$	\$

NDL 2. DEFINITIONS. Unless otherwise defined herein, capitalized terms used in this Product Rider shall have the meanings set forth below:

NDL 2.1 “Access Link” means a hyperlink to access the full text of articles and materials available through the Nexis Data Lab Services, including LN Licensed Content. Access Links are proprietary to LN.

NDL 2.2 “Authorized User” shall have the meaning set forth in the General Terms. In addition, for those Customers that are using the Nexis Data Lab Services in order to perform analysis of large document sets, the term “Authorized User” shall include the computer application performing the analysis, as well as each of the researchers engaged in the analysis of the results. The term “Authorized User” expressly excludes Customer’s external professional service providers (such as attorneys, accountants, public relations firms and like organizations) and customers/clients/subscribers to Customer’s products.

NDL 2.3 “Content” means the LN Licensed Content subscribed to in this Product Rider and provided to Customer by LN for display to Customer’s Authorized Users within the Nexis Data Lab Services.

NDL 2.4 “Customer Provided Content” means content owned or licensed by Customer, other than the LN Licensed Content, which LN may permit Customer to include in the Nexis Data Lab Services in its sole discretion.

NDL 2.5 “Developer Site” means the LN, password protected website that has been made available to Customer which describes the features and functionality of the Nexis Data Lab Services and provides display and branding requirements, and other topics to assist Customer’s to implement the Nexis Data Lab Services in compliance with the terms of this Product Rider.

NDL 2.6 “Fees” means the fees to be paid by Customer for access to the Nexis Data Lab Services as set forth in this Product Rider.

NDL 2.7 “General Terms” has the meaning set forth in the Master Agreement. The General Terms apply to Customer and the Authorized Users’ use of LN Licensed Content through the Nexis Data Lab Services.

NDL 2.8 “Nexis Data Lab Services” means the Python open source libraries, Access Links, LN Marks, LN Licensed Content, Developer’s Site and LN Metadata.

NDL 2.9 “LN Intellectual Property” means the LN Metadata (excluding copyright in Source Articles and Web Content), the Access Links, the Developer’s Site, the LN Licensed Content, the LN Marks, and all intellectual property rights in the same.

NDL 2.10 “LN Licensed Content” means content that is licensed to Customer from LN and does not include Web Content. LN Licensed Content may be updated, modified, revised, replaced or otherwise changed by LN without notice as it may determine.

NDL 2.11 “LN Marks” means trademarks, service marks, types, logo, trade names and program badges which are now or hereafter owned, adopted or used by LN, as the case may be, and are used by them in connection with the Nexis Data Lab Services or the LN Licensed Content.

NDL 2.12 “LN Metadata” means any metadata fields generated by LN and associated with a particular Source Article and/or Source Site which may include, but is not limited to, source name, news category, stock ticker, keywords, source category, source rank, location, region, language and duplicates.

NDL 2.13 “Notebook” means the LN hosted environment containing the LN Licensed Content and the open source libraries.

NDL 2.14 “Source Article” is an article or material available at a Source Site via an Access Link.

NDL 2.15 “Source Site” means a third-party website on which a Source Article (other than a Source Article from the LN Licensed Content) is published.

NDL 2.16 “Web Content” means any content, including online news articles, press releases and Social Media Content available on the open web relating to a Source Article and/or Source Site which is accessible through the Nexis Data Lab Services for display as an Access Link only including (i) the source name, (ii) the timestamp, and (iii) minimal text (e.g., a snippet) as delivered by LN (which may vary over time or depending on the Source Site) and is not subject to a license between LN and the owner of the Source Site and is not licensed to Customer by LN.

NDL 3. GRANT OF RIGHTS AND RESTRICTIONS TO USE NEXIS DATA LAB SERVICES.

NDL 3.1 Grant of Rights. LN grants Customer the right to access the Nexis Data Lab Services to: (a) access the Web Content and LN Licensed Content (if applicable) in the Customer Application to its Authorized Users; (b) perform programmatic analysis of the LN Licensed Content; and (c) distribute Access Links to LN Licensed Content to Authorized Users under the LN Marks.

NDL 3.2 Limitations on use of the Nexis Data Lab Services. The Nexis Data Lab Services are for use in the Nexis Data Lab environment only. Customer may not use the Content in any other application or database without the express written permission of LN. In addition, the grant of rights set forth in Section 3.1 is subject to the following restrictions:

NDL 3.2.1 Display. Customer shall display all Content in Access Link format. Access Links may not be modified from the format provided by LN. An Access Link to Web Content must direct the Authorized Users to the Source Site to view the Source Article. An Authorized User who clicks on an Access Link to LN Licensed Content may be directed to the LN Online Services to view the full text of the Content.

NDL 3.2.2 Removal. Customer shall promptly remove any Access Link (or any portion thereof) from the Customer Application at LN’s request.

NDL 3.2.3 Use of LN Marks. Customer will use the LN Marks exactly in the form provided by LN. At no time during or after the Term will Customer challenge or assist others to challenge the Marks or the registration thereof or attempt to register any trademarks, marks or trade names confusingly similar to the LN Marks.

NDL 3.3 Limitations on Customer’s Use of LN Licensed Content. In addition to the other restrictions set forth herein, the LN Licensed Content is subject to the following additional restrictions:

NDL 3.3.1 Customer agrees that its access to and use of the LN Licensed Content is governed by the General Terms. If there is a conflict between the terms of this Product Rider and the General Terms, the terms of this Product Rider will control.

NDL 3.3.2 Customer may only use the LN Licensed Content for academic and research purposes.

NDL 3.3.3. Customer may only use and access the LN Licensed Content within the Notebook. LN Licensed Content may not be downloaded or accessed outside of the Notebook.

NDL 4. CUSTOMER OBLIGATIONS & RESPONSIBILITIES

NDL 4.1 Customer is solely responsible for the development, operation and maintenance of its systems in order to access and interface with the Nexis Data Lab Services.

NDL 4.2 Customer is responsible for all use of the Nexis Data Lab Services, including all use of the Access Links and Content by its Authorized Users. In the event an Authorized User misuses Content, Customer will terminate such Authorized User's access to the Content. Customer shall ensure that authentication and security standards acceptable to LN are implemented and enforced to prevent unauthorized access to the Nexis Data Lab Services including the LN Licensed Content. Customer shall immediately notify LN in writing of any breach of security involving the Customer Application or the Nexis Data Lab Services, including the Access Links, the LN Licensed Content or any other materials accessible through the Nexis Data Lab Services. Customer agrees to indemnify and hold LN and its affiliates and its and their employees, officers and directors ("Covered Parties") harmless from and on account of any claims arising out of a breach of Customer's covenant set forth in this Section.

NDL 5. VERIFICATION. On LN's reasonable request, Customer will furnish LN with a signed statement confirming Customer's compliance with the terms of this Product Rider. LN may, upon 10 days prior written notice to Customer, audit Customer's use of the Nexis Data Lab Services (including the the Access Links, LN Licensed Content, LN Marks and Usage Reports). Such audits shall be at LN's expense, provided that, in the event of a material noncompliance by Customer with this Agreement, Customer shall reimburse LN for the reasonable costs of such audit. In addition, Customer shall promptly take such corrective actions as are identified by LN as necessary to bring Customer into full compliance with the terms of this Agreement. Customer's failure to take such corrective actions may result in LN exercising its right to terminate under the Master Agreement.

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