



<b>"Subscriber"</b> : PUCKETT & FARAJ PC	<b>"LN"</b> : LexisNexis, a division of Reed Elsevier Inc.
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This Law Firm Subscription Plan Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Subscriber (the "Agreement"). This Amendment shall also serve as Subscriber's acceptance of the new General Terms & Conditions for Use of the Online Services effective September 1, 2009 set forth at [www.lexisnexis.com/terms/general](http://www.lexisnexis.com/terms/general).

**1. TERM**

The term of this Amendment (the "Amendment") will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

**2. AUTHORIZED USERS**

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" shall have the meaning set forth in the Agreement.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
137ZV0	

**3. CERTIFICATIONS**

3.1 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of attorneys in Subscriber's firm. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of attorneys (including owners, partners, members, associates, and staff attorneys) in Subscriber's firm ("Reference Number") as Subscriber has specified below its signature.

- (i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3.2 Use of the Materials pursuant to this Amendment is available to Subscriber only for research purposes in support of the traditional practice of law by Subscriber. Subscriber hereby certifies that users provided identification numbers are engaged in or support the traditional practice of law by Subscriber.

**4. MONTHLY SUBSCRIPTION CHARGE**

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

**5. PREFERRED PRICING MATERIALS AND CHARGES**

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*<sup>SM</sup> service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month.

At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If Subscriber's subscription includes access to the Wall Street Journal online, then such access shall be subject to and governed by the WSJ online subscription agreement terms and conditions available at

<http://WSJ.com>. Wall Street Journal Online materials may not be included in any free training or promotional Commitment Period. Subscriber acknowledges that for enforcement purposes, Dow Jones & Company, Inc. shall be a third party beneficiary of the Agreement and this Amendment. If Subscriber's subscription includes Research Advantage, then such access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

	PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(1)	Full Federal w/CFR and FEDREG	CDFFU2	Full
(2)	Military Law	SBTN31	
(3)			
(4)			
(5)			
(6)			
(7)			
(8)			
(9)			
(10)			
<input type="checkbox"/> See attached Rider No. 1 for additional Preferred Pricing Materials			

	COMMITMENT PERIOD(S)		MONTHLY COMMITMENT
Beginning	4/1/2010	to 3/31/2011	\$ 297.00
Beginning	4/1/2011	to 3/31/2012	\$ 297.00
Beginning	4/1/2012	to 3/31/2013	\$ 297.00
Beginning		to	\$
Beginning		to	\$
Beginning		to	\$
<b>IMPORTANT NOTE: PER SECTION 5.2, SUBSCRIBER'S TOTAL MONTHLY COMMITMENT MAY BE HIGHER THAN THE AMOUNTS LISTED ABOVE; SEE SECTION 5.2 FOR MORE DETAILS ON THE CASES &amp; STATUTES SDR PACKAGE.</b>			

5.2 The Cases & Statutes SDR Package ("SDR Package") provides unlimited access to and use of Cases & Statutes Materials linked to via Single Document Retrieval activities via Get a Document by citation or embedded links, excluding Document Links from a Table of Contents. The SDR Package includes offline printing, online printing, and saving to disk of those Materials. The SDR Package fee of \$23 per month is in addition to the Monthly Commitment listed in Section 5.1 above and will be included in Subscriber's invoices during the Term unless Subscriber elects to decline the SDR Package by initialing below, or unless the SDR Package is inapplicable. The SDR Package is inapplicable if all Cases & Statutes Materials are already included in the Preferred Pricing Materials or if no Cases & Statutes Materials are included in the Preferred Pricing Materials. SDR Package fees will apply so long as the Monthly Commitment for Preferred Pricing Materials is being charged. LN may change the SDR Package fee at any time on 14 days prior written notice to Subscriber. Subscriber may cancel its subscription to the SDR Package within 90 days of the effective date of any increase.

Decline Cases & Statutes SDR Package:   A   [Subscriber Initials]

5.3 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.4 and Section 6 below.

5.4 Access to the following Materials from within the Preferred Pricing Materials does not constitute use of Preferred Pricing Materials and will be subject to monthly billing at the then-current standard undiscounted rates in accordance with Section 6 below. Materials subject to this provision are: (a) Materials linked to via Single Document Retrieval activities (via Get a Document by citation, or embedded links, excluding Document Links from a Table of Contents (TOC)), except for Materials that are included in the Cases & Statutes SDR Package, if Subscriber has subscribed to that SDR Package; (b) selected Images and Attachments (those that include a charge in the Price Schedule); (c) Dun & Bradstreet Reports; (d)

Shepard's® Alert; and (e) Continuous Alerts Gateway, to the extent such Materials identified in (a), (b), (c), (d) and (e) are not included as part of the Preferred Pricing Materials.

## **6. ADDITIONAL CHARGES**

The Participating Billgroups will have access to and use of: (a) the LN services and features not accessed through the Preferred Pricing Materials, and (b) the Materials referenced in Section 5.4 above, all at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

## **7. CLOSED OFFER**

The offer of LN contained herein is valid until \_\_\_\_\_. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

## **8. CONFIDENTIAL INFORMATION**

This Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the terms and conditions contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

## **9. CHANGE OF CIRCUMSTANCE**

In the event of a change in Subscriber's organization from a merger, acquisition, divestiture or similar event that results in a change in the number of users covered by this Amendment, LN, in good faith, reserves the right to adjust the amounts payable under this Amendment upon at least 30 days prior written notice to Subscriber.

## **10. ARBITRATION**

10.1 Except as provided in Section 10.4, any controversy, claim or counterclaim (whether characterized as permissive or compulsory), arising out of or in connection with the Agreement (including any amendment or addenda thereto), whether based on contract, tort, statute or other legal theory (including but not limited to any claim of fraud or misrepresentation) will be resolved by binding arbitration under this Section 10 and the then-current Commercial Rules and supervision of the American Arbitration Association ("AAA"). The duty to arbitrate will extend to any employee, officer, agent or affiliate of either party. The arbitration will be held in the United States headquarters city of the party not initiating the claim except all claims initiated by LN for non-payment will be held in Dayton, Ohio. The arbitration will be conducted by a sole arbitrator who is knowledgeable with respect to the electronic information services industry and is an attorney. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction. The arbitrator will not have the power to award punitive or exemplary damages, or any damages excluded by, or in excess of, any damage limitations expressed in the Agreement.

10.2 Each party will bear its own attorneys' fees and other costs (e.g., filing fees, internal costs, etc.) associated with the arbitration, except that the fees assessed by the AAA for the services of the arbitrator will be divided equally by the parties. If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposes such proceedings will pay all associated costs, expenses and attorney's fees which are reasonably incurred by the other party. Issues of arbitrability will be determined in accordance and solely with the federal substantive and procedural laws relating to arbitration; in all other respects, the arbitrator will be obligated to apply and follow the substantive law of the state as specified in the Agreement and if none is specified, then the law of the state of New York.

10.3 In order to facilitate resolution of controversies or claims, the parties agree to keep negotiations, arbitrations and settlement terms confidential.

10.4 Claims and controversies involving either (a) violation of any of the proprietary rights of LN, including claims in equity or law to protect the intellectual property rights of LN or its third-party content providers; or (b) failure to comply with restrictions on use of the Materials included in the Agreement will not be subject to arbitration. LN retains at all times the right to obtain an injunction in court to prevent misuse of the LN Online Services and Materials contained therein and all other LN and LN affiliates' products and services.

## **11. PAYMENT CLAIMS**

No claims related directly or indirectly to the Agreement or this Amendment with respect to amounts billed or payments paid pursuant to the Agreement or this Amendment may be initiated by either party more than 15 months after such amounts were first billed to Subscriber.

## **12. MISCELLANEOUS**

12.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

12.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the fourth Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN.

This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Sections 3.1, 5 and 9. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

12.3 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

12.4 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

12.5 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN may accept this Amendment by performing according to this Amendment or by signing below.

AGREED TO AND ACCEPTED BY:

Puckett, & Faraj PC  
SUBSCRIBER  
BY: Neal A. Puckett  
NAME: Neal A. Puckett  
TITLE: Senior Partner  
DATE: 4/2/2010

LexisNexis, a division of Reed Elsevier Inc.

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

Number of attorneys in Subscriber's firm as of the date  
Subscriber signed this Amendment (see Section 3.1):

3

[MUST BE COMPLETED BY SUBSCRIBER]

Please indicate Subscriber's Bar Association/Law Library Membership:

\_\_\_\_\_