

END-USER LICENSE AGREEMENT for Online Use of Lawriter LLC's Casemaker™ Online

IMPORTANT: PLEASE READ THE ENTIRE DOCUMENT TO THE BOTTOM OF THIS PAGE.

This End-User License Agreement (EULA) is a binding contract between you ("USER") and Lawriter LLC ("Lawriter") and the Washington Bar Association (the "Association").

WARNING. Online usage of Casemaker™ is monitored to prevent violations of this EULA by end-users. Sequential downloading and/or excessive storage of information may trigger immediate disconnection of your link to the Casemaker™ database, as well as investigation of possible violation of this EULA. You will not be able to access Casemaker™ during any such investigation of the legitimacy of your usage.

A. USE OBLIGATIONS

USER acknowledges that the Casemaker™ database is a commercially valuable proprietary product of Lawriter, the design and development of which have involved the expenditure of substantial amounts of money over a long period of time, and which affords Lawriter a commercial advantage over its competitors. USER understands that loss of this competitive advantage due to any unauthorized reproduction, downloading or use of Casemaker™ data would cause substantial damage to Lawriter.

USER further acknowledges that USER is granted online access to the Casemaker™ database in consideration of and only upon user's agreement to the terms and conditions set forth below. In consideration of the grant to USER by Lawriter and the Association of access to the Casemaker™ database, USER shall assent to the terms of this EULA and agrees to use the Casemaker™ database only as expressly permitted by this EULA.

USER understands and acknowledges that title to the Casemaker™ database, and all copyrights and other rights therein, at all times are and will remain solely and exclusively in Lawriter. USER agrees not to remove, destroy, deface or otherwise alter any legends, notices statements or marks indicating Lawriter's ownership or the restrictions contained in this EULA on use of the Casemaker™ database that are contained or displayed on any screens or printouts.

USER agrees that USER will not, during the term of this EULA or at any time thereafter, directly or indirectly engage in or take or refrain from taking any action or inaction which may in any way lead to the unauthorized dissemination, reproduction or use of the Casemaker™ database by any third party, nor use the same for USER's own commercial benefit (except as expressly permitted under the terms of this EULA).

USER agrees not to copy or duplicate or permit any other person or entity to copy or duplicate any portion of or the entire Casemaker™ database except as expressly permitted under the terms of this EULA. USER further agrees not to swap, rent, sublicense, transfer, sell, upload, download, display or offer the Casemaker™ database to any other person or entity in any medium or nature whatsoever, except as expressly permitted under the terms of this EULA.

USER agrees to notify Lawriter immediately of any unauthorized use of the Casemaker™ database. The notice shall include, but not be limited to, the names and addresses of the unauthorized user(s).

USER understands that, upon termination of this EULA for any reason, USER has no right to use the Casemaker™ database and agrees to cease all use whatsoever of the Casemaker™ database, except for such portions of the Casemaker™ database as have been legitimately downloaded by USER during the term hereof, and then only as permitted herein.

B. LICENSE GRANT

Subject to the terms and conditions of this EULA, Lawriter hereinafter referred to as "Licensor," grant to USER a non-exclusive, nontransferable limited license to use the Casemaker™ database (hereinafter "the Product") in the manner specified below:

1. Searches by USER'S.

USER is licensed to undertake searches of the Product for the benefit of USER or the benefit of clients of USER in the practice of law.

2. Third Party Searches

(A) General Limitation

USER may not allow third parties to conduct searches of the Product or make copies or printouts of the data or portions of the data contained within the Product except in the instances outlined below.

(B) Legal Assistant

USER may allow a paralegal or other legal assistant working under the supervision of USER on behalf of clients of USER to conduct searches of the Product or make copies or printouts of the data or portions of the data contained within the Product, provided that USER shall indemnify and hold the Association harmless from all loss, cost or claim arising out of the usage of the Product by any such paralegal or other legal assistant.

3. Printouts and Copies

USER may not download, upload, publish, distribute, transmit or sell any materials retrieved through use of the Product except to the extent permitted under this EULA.

(A) Definition of Printout

In this EULA, "printout" means a visually readable copy which may be displayed on screen or printed on paper.

(B) Internal Use by USER

USER is licensed to create printouts or electronic copies of small portions of the data contained within the Product only for USER's internal purposes, for legal research or related work for clients of USER in the practice of law.

(C) Work Product

When USER finds it necessary for the practice or study of law, USER may create printouts or electronic copies of small portions of the data contained within the Product for incorporation into USER's work product, which then will be provided to third parties (generally, courts, clients or opposing counsel). This license does not permit USER to provide electronic or other digital copies of the data or portions of the data contained within the Product to third parties for any other reason. This clause does not permit USER to create or provide printouts of data contained within the Product which exceed the use permitted by 17 U.S.C. '107 (the "fair use" privilege) or successor legislation.

4. Termination of License

(A) This EULA will terminate upon termination or cancellation of USER's membership in the Association. It will also terminate without notice in the event Licensor elects, in its sole discretion, to cease offering the Casemaker™ Online product.

(B) USER may terminate this EULA at any time by giving written notice to Licensor. Licensor may terminate this EULA immediately upon USER's breach of a material term of this EULA, or for any reason upon 30 days written notice to USER, which notice may be sent by mail or email to the mailing or email address in the Association's member records for USER.

(C) Immediately upon termination of this EULA, USER will be denied online access to the Product.

C. OWNERSHIP

Except to the extent that a third party's materials or property are included in the Product, and this third party has copyright or other proprietary interests in such materials or property, all right, title, and interest in the Product including, but not limited to, all copyrights, are the exclusive property of Lawriter, the Association or other licensors of the Association.

D. LIMITATIONS ON LICENSED USE

USER acknowledges that the Product embodies the selection, coordination and arrangement by Lawriter of pre-existing materials, as well as original works of authorship created by Lawriter in enhancements thereto. In addition, USER acknowledges that the Product further embodies the collection and organization by Lawriter of discrete items of information through the investment of substantial monetary and other resources. USER agrees that in no event will its licensed use of the Product hereunder entail reproduction or distribution of all, substantially all, or any material portion of the contents of the Product.

Notwithstanding anything to the contrary, however, in no event does Licensor claim copyright in any work of the United States Government or of any State or political subdivision thereof.

USER at all times shall treat the Product as proprietary information of Licensor and shall comply fully with the limitations on usage and distribution contained in Section A above. Licensors grant to USER of access to the Product is in consideration of USER's acknowledgment of these limitations and USER's agreement not to use or to allow third parties access to the Product, except as expressly provided in this EULA.

E. WARRANTIES, DISCLAIMER, AND LIMITATION OF LIABILITY

1. General Limitation

EXCEPT AS EXPRESSLY STATED HEREIN, THE PRODUCT IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. Limitation of Liability

THE AGGREGATE LIABILITY OF LICENSOR (AND ANY THIRD PARTY LICENSORS) FOR ANY CLAIM FOR DAMAGES UNDER ANY LEGAL THEORY SHALL BE LIMITED TO: (1) THE AMOUNT PAID BY USER FOR USER'S MEMBERSHIP IN THE ASSOCIATION FOR THE PERIOD DURING WHICH THE EVENT COMPLAINED OF OCCURRED. NEITHER LICENSOR, NOR ANY THIRD PARTY LICENSORS SHALL BE LIABLE TO USER FOR ANY CLAIM RELATING IN ANY WAY TO USER'S INABILITY TO PERFORM LEGAL RESEARCH OR RELATED WORK OR TO PERFORM SUCH WORK PROPERLY OR COMPLETELY, EVEN IF USER'S ACCESS TO THE PRODUCT HAS BEEN TERMINATED WITHOUT NOTICE BY LICENSOR. NEITHER LICENSOR NOR ANY THIRD PARTY LICENSORS SHALL BE LIABLE FOR ANY LOST PROFITS OR OTHER

CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO USER'S RIGHTS HEREUNDER, OR USE OF, OR INABILITY TO USE, THE PRODUCT IN ANY WAY, EVEN IF SUCH ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3. Online Contents

USER AGREES THAT USER IS RESPONSIBLE FOR DETERMINING THAT ALL INFORMATION PROVIDED BY LICENSOR IS SUFFICIENTLY ACCURATE. LICENSOR SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANY ERRORS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING OR REPORTING THE INFORMATION IN THE PRODUCT.

4. Assistance of Licensor

USER acknowledges that any assistance provided by Licensor will be in the form of technical assistance, i.e., helping USER utilize the product from a technical standpoint as provided in the information in the user manual. Such assistance will not be construed as legal assistance or the practice of law.

5. No Continuing Obligation of Licensor

Licensor is not obligated by this EULA to continue making the Product available online for any period of time whatsoever.

6. Accuracy and Official Documents

Significant efforts have been made by Licensor to assure the faithful reproduction of the primary sources of the contents of the Product and the accuracy of the enhancements to primary materials contained in the Product. Licensor cannot warrant, however, absolute accuracy. The primary source may be the only source of absolute accuracy.

Similarly, USER acknowledges that some states have no official Code. Lawriter has inserted editor's notes wherever it is aware of differences between published versions of the Code or where questions have arisen concerning harmonization of conflicting enrolled Acts.

7. USER's Representation

USER represents that the Association member number used to gain access to the Product is the member number issued by The Association to USER, and that USER has not provided or used, and will not provide or use, the member number of any other person to gain access to the Product. This provision does not apply to accesses to the Product made after initial acceptance of the EULA which are permitted in Clause B.2(B).

F. SUBSEQUENT CHANGES

1. New Functions or Features

From time to time, Licensor may, but shall have no obligation to, add new functions or features to the Product or make new information services available to USER.

2. Changes in Terms and Conditions

From time to time, Licensor may amend any of the existing terms and conditions of this EULA. Each time that USER seeks online access to the product, Licensor may require that USER assent to this EULA or to the then current version of this EULA.

G. EQUIPMENT

1. Incompatibly

Licensor is not responsible and shall not be liable for incompatibility of the Product with any software, hardware or any other equipment provided by USER.

2. Loss, Damage, etc.

Licensor shall not be liable for any loss, injury, claim, liability or damage of any kind resulting in any way from damage to USER'S equipment, hardware or software due to use of the Product.

H. EFFECT AND TERM OF EULA

1. Effect of Agreement

This EULA constitutes the complete understanding of the parties and supersedes any prior understanding or agreement, oral or written, relating to the Product. No waiver of any provision shall be valid unless in writing and signed by all parties.

2. Term

This EULA is effective upon acceptance by USER by clicking on the CASEMAKER ENTRY button. This EULA will terminate in accordance with Section B.4 above or when superseded by a subsequent Agreement between the parties.

I. FORCE MAJEURE

The schedule for manufacture, production, and distribution of the Product may be altered due to the onset of war, strikes, accidents, fires, casualties, or other causes beyond the parties' control. If such causes or conditions delay performance under this EULA, the time for performance will be continued for a period equivalent to the delay.

J. CHOICE OF LAW AND SEVERABILITY

This EULA shall be construed under the laws of the State of Ohio , U.S.A. without giving effect to any choice of law rules that may require the application of laws of another jurisdiction. Should any provision of this EULA be found to be void, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

K. NON-ASSIGNABILITY AND NON-WAIVER

Neither this entire EULA, nor any portion thereof, may be assigned, sublicensed, loaned, leased, distributed or transferred by USER without the written permission of Licensor. If USER engages in any of the aforementioned prohibited transactions, such transaction shall be void from the outset.

The failure of either party to enforce any provision of this EULA shall not be deemed a waiver of that party's right to enforce that provision or any other provision.

L. INTENDED BENEFICIARIES

Licensor and USER acknowledge that any third party licensors of all or any portion of the Product are intended beneficiaries of certain provisions of this Agreement, including, without limitation, those which address the protection of proprietary rights in the Product and the scope of use of the Product.

If Licensor fails to enforce any provisions which relate to protection or use of the Product, such third party licensors, in their own names and by a proper proceeding, may enforce such provisions against USER.