

CEB OnLAW SUBSCRIPTION AGREEMENT

No. 927617/2021-2024

Date: March 30, 2021

Fresno County Public Defender ("Subscriber")
and
The University of California, on behalf of its
Continuing Education of the Bar, California ("CEB")

PART I

THE SUBSCRIPTION AGREEMENT for the following:

- 1. **Description:** CEB's content online called "OnLAW Criminal Law Library"
- 2. **Number of users:** Content will continue to be provided for up to 70 users at Subscriber's offices in Fresno, California.
- 3. **Method of access:** Via IP authentication using Subscriber's IP address or addresses. Subscriber must have a fixed IP address or addresses through which it connects to the Internet. Dial-up access and most consumer broadband services unfortunately will not work. Individual computers may have dynamic server-assigned addresses as long as these computers use a gateway with a fixed address to access the Internet.

IS AMENDED AS FOLLOWS:

Term: The subscription term will begin on April 1, 2021 and extend through March 31, 2024. Failure to renew by this date will result in automatic termination of access to Content Included.

OnLAW Price: CEB will provide Content Included as specified above for \$19,375.00

YR 2021-2022	YR 2022-2023	YR 2023-2024
\$6,145.00	\$6,455.00	\$6,775.00
Monthly:	Monthly:	Monthly:
\$512.09	\$537.92	\$564.59

There is no print purchasing requirement from the date of this contract. Returns of prior print updates are not allowed beyond CEB's return policy.

Reasonable Use: CEB defines reasonable use of OnLAW as viewing up to 500 pages and printing up to 100 pages, per day.

AUDITS AND INSPECTIONS

After reasonable notice to CONTRACTOR, CONTRACTOR shall, at any time during business hours and as often as COUNTY may deem necessary, make available to COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. CONTRACTOR shall, upon request by COUNTY, permit COUNTY to audit and inspect all such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under contract (California Government Code section 8546.7).

The examination and audit will be confined to those matters connected with the performance of this Agreement.

NON-FUNDING TERMINATION – This Agreement is contingent on the allocation of funds by a governmental agency. Should funds not be allocated, this Agreement may be terminated by the Board of Supervisors at any time by giving at least thirty (30) days prior to written notice to CEB.

Except where noted in this agreement all other portions of CEB's Terms & Conditions apply.

Terms & Conditions

These Terms & Conditions (“Terms”) are between The Regents of the University of California, on behalf of Continuing Education of the Bar, (“CEB”) and Licensee for access to CEB’s electronic products.

“Product” means Content, Online Programs, and Software, and any portion thereof, that are accessible on the Internet through a uniform resource locator that CEB designates or transmitted by CEB to Licensee in any other medium.

1. PAYMENT AND CANCELLATION TERMS FOR RECURRING SUBSCRIPTIONS

A. All CEB subscription products OnLAW[®], OnLAW[®] Libraries, OnLAW[®] Individual Titles, OnLAW[®] Pro, Practitioner[™], CEB Plus, CEB Pro, CLEPassport[™], and Essential Forms) are non-refundable, recurring ANNUAL SUBSCRIPTIONS and will be AUTOMATICALLY RENEWED each year on the anniversary date of your purchase until cancellation with the following conditions:

1. AUTOMATIC PAYMENT. CEB subscription products may be purchased by recurring credit card payment. When purchasing via this method CEB will initiate regular recurring charges to your specified credit card.

2. RENEWAL PRICING. The amount charged to your credit card every month or year, depending on your payment schedule type, will be the current list price of your subscription, subject to any discounts that may be part of your subscription.

3. NET 30 PAYMENTS. If you are a NET30 customer, your subscription will automatically renew on the anniversary date and you must make the appropriate payment as indicated on the subscription invoice within 30 days or your account is subject to suspension or cancellation.

4. MONTHLY PAYMENT OPTION. CEB offers monthly payment options on annual subscriptions for the following products: OnLAW[®] Libraries, OnLAW[®] Pro, Practitioner[™], and CLEPassport[™]. These monthly plans are offered only by recurring credit card payment and are non-refundable, recurring ANNUAL SUBSCRIPTIONS and will be AUTOMATICALLY RENEWED each year on the anniversary of your purchase. For each year you choose the monthly payment option, you are obligated to make twelve (12) monthly payments.

5. CANCELLATION. You have the right to terminate renewal of your subscription and payment authorization by calling CEB customer support at (800) 232-3444 or emailing CEB at customer_service@ceb.ucla.edu prior to your renewal date.

2. SUBSCRIPTION PRODUCT PURCHASING TERMS

A. All CEB subscription products are sold to individuals as well as firms and other organizations under the following conditions:

1. When purchasing any CEB subscription product directly via ceb.com you agree that this product is for your individual use only, and your access credentials will not be shared with others in or outside your organization;

2. If you intend to purchase an online CEB product on behalf of a firm, you must do so directly with CEB sales or support staff by phone at (800) 232-3444 or via our online form at <https://calaw.ceb.com/sales-consultation.html>

3. Subscription products purchased on behalf of an organization may only be accessed by employees or individuals with a formal relationship to the organization that is making the purchase; lawyers that do not meet the definition of “Firm” in State Bar of California Rule of Professional Conduct Rule 1.0.1(c) may not join together for the purpose of receiving volume discounts from CEB.

3. USER ACCOUNT TERMS

A. Every user accessing CEB’s online products, except those customers using authorized IP access to OnLAW® as an authentication method, agrees that:

1. The user will not share their CEB personal account password with anyone; only one unique person will use each personal CEB account. Also please be aware that by sharing unique login information users increase the risk that their usage history and payment method may be disclosed to unauthorized persons;

2. User accounts that gain access to CEB products via an employment or other formal relationship with a firm or other organization will have access to those products at the discretion of the parent organization under the terms of parent organization’s subscription with CEB;

3. The parent organization certifies that only employees or individuals with a formal relationship to the parent organization will be authorized access to CEB’s online products; lawyers that do not meet the definition of “Firm” in State Bar of California Rule of Professional Conduct Rule 1.0.1(c) may not join together for the purpose of receiving volume discounts from CEB;

4. PRODUCT-SPECIFIC TERMS

A. Products Providing MCLE Credit

1. To receive a certificate for MCLE participatory credit, users must have a valid bar number on their account and have watched the entire video from beginning to end.

2. Reference Materials that accompany a program are available to, and for the sole use by, those who properly enroll and attend the program.

3. All CEB CoursePass and Compliance Package sales are final and expire after one year of purchase, or after all units are consumed, whichever comes first.

4. CLEPassports™ are restricted to (1) a law firm, partnership, or corporation; (2) an individual attorney for use by the attorney and his or her employees; or (3) any other corporation or public or nonprofit agency. Use of said CLEPassport is restricted to the purchaser and the partners, shareholders, or employees of the purchaser.

B. OnLAW®

1. Law firms, corporate legal departments, and public agencies may purchase additional user access to an OnLAW Library or title by contacting CEB Customer Service.
2. Additional user access is not eligible for monthly credit card payments.
3. CEB has defined reasonable use of OnLAW by subscribers as 500 page views and 100 printed pages per day.

C. OnLAW® Individual Title with Print Purchase

1. When you purchase a print book that is a CEB OnLAW title, you may also purchase that title on OnLAW for an additional fee. The OnLAW Action Guide versions of Action Guides are also available for an additional fee when purchased with the print version. You need to be an Automatic Update customer to continue to receive the OnLAW version at the combination print/OnLAW price.

D. CEB Reporter Online

1. Your paid Reporter subscription entitles you to both the print Reporter and access to Reporters Online. Your Reporter Online subscription is available through OnLAW®. Reporter subscriptions are not refundable.

E. Essential Forms

1. Essential Forms may be installed on one computer. For convenience Essential Forms may be installed on one additional computer at an alternate workplace such as a home office. To install Essential Forms and use the materials on a local area network, wide area network, or any other multiple-user computer hardware/software configuration within a single firm, agency, or company, a specific license for such network or multiple user use must be obtained from CEB. Network licenses are subscription products that are automatically renewed. Near the end of a subscription period, an invoice will be sent for the next year's subscription. Prompt payment of the renewal invoice will allow for uninterrupted service for the next year.
2. Essential Forms Single County Forms and Country Forms Packages are subscription products. Single County Forms and County Forms Package subscriptions are automatically renewed. Near the end of a subscription period, an invoice will be sent for the next year's subscription. Prompt payment of the renewal invoice will allow for uninterrupted service for the next year.

F. Books—Automatic Update Service

1. Ownership of a CEB book makes you a CEB Automatic Update customer. Updates, revisions, and new editions of CEB books, Action Guides, and software will be sent to you automatically as they are released with an invoice. Full 30-day return privileges (postage paid) apply. You may cancel this service at any time.
2. You may change your status as an Automatic Update Customer to that of Reminder Status at any time. Contact Customer Service at 1-800-232-3444, 7:30am to 5:00pm (PT), M-F for more information.
3. When you purchase a CEB practice book you receive the most current version. If an update to a hardcover book, an Action Guide or a revised edition of an annual publication is published within 90

days after you purchase the publication, CEB will send you a free copy of the new update or revised annual. If a new edition of a hardcover book is published within six months after your purchase you can apply the amount you paid as a credit toward purchase of the new edition.

G. Forms CDs

1. CEB Forms CDs contain all of the book's attorney-drafted forms, checklists, and questionnaires, and are available in Word. You are not required to purchase the Forms CD when you buy the book, but you must own a current version of the book in order to buy the Forms CD. When a Forms CD is updated, Automatic Update Customers will receive the updated CD at a reduced price. Opened Forms CDs cannot be returned for refund. Defective CDs may be returned for replacement.

5. LICENSE AND PERMITTED USE

A. CEB grants to you a non-exclusive, non-transferable, and revocable license to:

1. Use the Product as provided herein, until your subscription or license is terminated as provided in these Terms;

2. Access, load, store, and operate the Product with browser Software;

3. Access the Product, including the Content, via the Internet; and

4. Display, download or print portions of the Product on an ad hoc basis for your own personal, academic, educational, research, and professional law practice use, subject to the limitations in these Terms, which shall include reasonable use, rather than excessive use.

B. Notwithstanding any Use permitted above you shall NOT, without the prior written consent of CEB:

1. Decompile, reverse engineer, disassemble, or create derivative works from the Product;

2. Remove or obscure any proprietary notices, including, but not limited to, any and all copyright, trademark, and patent designations contained in the Product;

3. Assign, rent, lend, lease, sell, sublicense, transfer, export from the United States, copy, reproduce, modify, adapt, translate, reverse engineer, decompile, disassemble, extract components from, or create derivative works of the Product, except as authorized under these Terms; or

C. You shall not interrupt, or attempt to interrupt, the operation of the CEB website in any way.

D. The CEB website may include technological protection measures that effectively control access, reproduction, or distribution of the Product. Any attempt to tamper or dismantle these protections is a breach of these Terms and may be a violation of the Digital Millennium Copyright Act of 1998, which violation may subject the violator to civil and criminal penalties.

E. You may reproduce any legal forms included in the Product as models for operative legal documents prepared by you in your professional law practice.

6. YOUR REPRESENTATIONS AND WARRANTIES

You represent, warrant, and covenant that:

A. You will use the Product in accordance with the Terms and Conditions.

B. You shall at all times comply with all applicable laws, rules, and regulations with respect to your Use of the Product.

C. You shall not use the Product to infringe, misappropriate, or violate the rights of CEB or third parties.

D. You shall not knowingly or otherwise introduce to or through the Product any viruses or other items of a destructive nature.

7. Disclaimer of Warranties

A. YOU AGREE THAT YOUR ACCESS TO AND USE OF THE PRODUCT AND THE CONTENT AVAILABLE THROUGH THE PRODUCT IS ON AN "AS IS," "AS AVAILABLE" BASIS, AND CEB SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATUTORY WARRANTY OF NON-INFRINGEMENT.

B. The Product is distributed subject to your understanding that CEB does not render any legal, accounting, or other professional advice or services. Attorneys or other legal professionals using the Product in connection with client or personal legal matters should also research all applicable statutes, rules, regulations, court decisions, and other original sources of authority.

8. LIMITATIONS ON LIABILITY

A. USE OF THE PRODUCT IS AT YOUR SOLE RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THE PRODUCT OBTAINED BY MEANS OF CEB WEBSITES. CEB AND ITS AFFILIATES, AGENTS, LICENSORS, AND ANY TELECOMMUNICATIONS OR NETWORK SERVICES FOR CEB SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE; DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR OTHER INTANGIBLE LOSSES OR SIMILAR DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR FOR ANY ATTORNEY FEES.

B. CEB's website includes facts, views, opinions, and recommendations of third parties deemed to be of interest. CEB does not guarantee the accuracy, reliability, completeness, or timeliness of, or otherwise endorse these views, opinions, or recommendations. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your own risk.

9. TERM AND TERMINATION

Your access right to the Product will continue or renew automatically unless CEB terminates it or you notify CEB of your decision to terminate your subscription.

10. CEB TRADEMARKS

You shall not use or refer to any trademarks, service marks, logos, or other identifiers of CEB, or properties owned, controlled, licensed, or otherwise proprietary to CEB, without the prior written consent of CEB. Any such permitted use of any trademarks, service marks, logos, or other identifiers shall inure to the benefit of CEB.

11. ASSIGNMENT

You shall not assign your rights, duties, or obligations under these Terms to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law, or

otherwise, without the prior written consent of CEB, and any attempt to do so shall be deemed null and void, and of no effect.

12. SEVERABILITY

If any provision of these Terms is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of these Terms, and all provisions not affected by such invalidity shall remain in full force and effect.

13. CHOICE OF LAW

These Terms shall be governed by the laws of the State of California without regard to the principles of conflicts of laws or provisions regarding such.

14. JURISDICTION AND VENUE

Any controversies or claims arising out of or relating in any way to these Terms or a breach thereof, shall be adjudicated in the courts of the State of California. If any legal action is brought by either party regarding these Terms, the prevailing party shall be entitled to recover, in addition to any other relief available under applicable law, reasonable attorney fees and expenses.

15. ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter of the Terms and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter.

16. CONTACT CEB

CEB Customer Service and support technicians are available, 7:30am to 5:00pm (PT), M-F to take your order or answer your questions about CEB electronic products and services. To place an order call 1-800-232-3444 or e-mail us at customer_service@ceb.ucla.edu. For Technical Support call 1-800-750-9155. For Essential Forms Technical Support call 1-800-870-1101.

WITNESS WHEREOF, the parties have executed this agreement by their authorized representatives.

APPROVALS:

Date: April 13, 2021

By: [Signature]

Title: Chairman, Board of Supervisors

Customer Name: Fresno County Public Defender

Address: 2135 Fresno St, Ste 100

Fresno, CA 93721

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By: [Signature] Deputy

Date: 03/30/2021

By: [Signature]

Eleanor Petri, Director of Business Portfolio

CEB - Continuing Education of the Bar,
California The University of California
2100 Franklin Street, Suite 500
Oakland, CA 94612-2001

For Accounting Purposes Only:

Fund: 0001

Prgram: 0

Subclass: 10000

Org: 2880

Account: 7311