

THIS AGREEMENT ("Agreement") is made effective as of the date executed by both parties ("Effective Date"), and is between LexisNexis, a division of Reed Elsevier Inc., a Massachusetts corporation with offices at 9443 Springboro Pike, Miamisburg, Ohio 45342 ("Transferor"), and the undersigned individual or entity ("Transferee"), under the following circumstances:

Transferor and Transferee agree as follows:

Section 1. Removal of Equipment; Consideration; Transfer of Title.

1.1 At a mutually acceptable time and date, but not later than 30 days after the Effective Date, Transferee will, at Transferee's sole cost, expense and risk, remove the equipment identified in Exhibit A to this Agreement ("Equipment") from Transferor's offices at the address listed on the exhibit (the "Site").

1.2 The sole consideration to benefit Transferor as a result of the transactions contemplated by this Agreement shall be the convenience of having the Equipment removed from the Site. No monetary consideration shall be due to Transferor under the terms of this Agreement.

1.3 Effective upon Transferee's removal of the Equipment from the Site, Transferor hereby transfers, assigns and conveys to Transferee all of Transferor's right, title and interest in and to the Equipment.

Section 2. Disclaimer of Warranties; Limitation of Liability.

2.1 THE EQUIPMENT WILL BE CONVEYED TO TRANSFEEE AS IS AND WHERE IS. TRANSFEROR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF TITLE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR OTHERWISE, ON THE EQUIPMENT.

2.2 UNDER NO CIRCUMSTANCES WILL TRANSFEROR BE LIABLE TO TRANSFEEE OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE EQUIPMENT.

Section 3. Entire Agreement; Amendments. This Agreement embodies the entire agreement between Transferor and Transferee with respect to the Equipment and supersedes all prior oral and written, and all contemporaneous oral, agreements, proposals, representations and understandings of the parties concerning the Equipment. This Agreement may not be amended or modified except by a writing signed by both parties.

Section 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio as applicable to agreements made and wholly performed in Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

TRANSFEROR:

LexisNexis, a division of
Reed Elsevier Inc.

By: _____

Title: Controller

Date: _____

TRANSFeree:

(Legal name)

(Street address)

(City, state, zip code)

By: _____
(Authorized signatory)

Title: _____

Date: _____

EXHIBIT A

EQUIPMENT SCHEDULE

EQUIPMENT DESCRIPTION

SPECIFY QUANTITY (maximum 5 computers) and minimum requirements. If applicable, list any accessories or peripherals. Note that computers do not have any software loaded.
