

# SUBSCRIPTION RENEWAL AGREEMENT

Agreement Number: 910220/2013-2014

Date: January 8, 2013

BETWEEN The City Attorney's Office of the City of Newport Beach ("Subscriber")  
and  
The University of California, on behalf of its  
Continuing Education of the Bar, California ("CEB")

## PART I

Description: CEB's content online called "OnLAW"

Content  
Included: The following CEB publications now in online format:

Administering a Single-Person Trust After Settlor's Death  
Advising California Common Interest Communities  
Advising California Employers and Employees  
Advising California Employers and Employees  
Advising California Nonprofit Corporations  
Advising California Partnerships  
Appeals & Writs In Criminal Cases  
Business Buy-Sell Agreements  
Business Succession Planning: Strategies for California Estate Planners and Business Attorneys  
Business Succession Planning: Strategies for California Estate Planners and Business Attorneys  
California Administrative Hearing Practice  
California Administrative Mandamus  
California Attorney Fee Awards  
California Attorney's Guide to Damages  
California Automobile Insurance Law Guide  
California Basic Practice Handbook  
California Business Law Reporter  
California Business Litigation  
California Child and Spousal Support: Establishing, Modifying, and Enforcing  
California Child Custody Litigation and Practice  
California Civil Appellate Practice  
California Civil Discovery Practice  
California Civil Procedure Before Trial  
California Civil Writ Practice  
California Client Communications Manual: Sample Letters and Forms  
California Conservatorship Practice  
California Construction Contracts, Defects, and Litigation  
California Criminal Law Forms Manual  
California Criminal Law Procedure and Practice  
California Criminal Sentencing Enhancements  
California Decedent Estate Practice  
California Domestic Partnerships  
California Easements and Boundaries: Law and Litigation  
California Elder Law Litigation: An Advocate's Guide  
California Elder Law Resources, Benefits and Planning: An Advocate's Guide  
California Estate Planning

[California Eviction Defense Manual](#)  
[California Expert Witness Guide](#)  
[California Franchise Law and Practice](#)  
[California Government Tort Liability Practice](#)  
[California Guardianship Practice](#)  
[California Judges Benchbook: Domestic Violence Cases in Criminal Court](#)  
[California Judges Benchbook: Search & Seizure](#)  
[California Juvenile Dependency Practice](#)  
[California Juvenile Dependency Practice](#)  
[California Land Use Practice](#)  
[California Landlord-Tenant Practice](#)  
[California Law of Contracts](#)  
[California Liability Insurance Practice: Claims and Litigation](#)  
[California Local Probate Rules](#)  
[California Marital Settlement and Other Family Law Agreements](#)  
[California Mechanics Liens and Related Construction Remedies](#)  
[California Mortgages, Deeds of Trust, and Foreclosure Litigation](#)  
[California Personal Injury Proof](#)  
[California Powers Of Attorney and Health Care Directives](#)  
[California Probate Workflow Manual Revised](#)  
[California Property Insurance: Law and Litigation](#)  
[California Real Estate Bankruptcies: Law and Litigation](#)  
[California Real Estate Brokers: Law and Litigation](#)  
[California Real Estate Finance Practice: Strategies and Forms](#)  
[California Real Property Remedies and Damages](#)  
[California Real Property Sales Transactions](#)  
[California Subdivision Map Act and the Development Process](#)  
[California Summary Judgment](#)  
[California Title Insurance Practice](#)  
[California Tort Damages](#)  
[California Tort Guide](#)  
[California Trial Objections](#)  
[California Trial Objections](#)  
[California Trial Practice: Civil Procedure During Trial](#)  
[California Trust Administration](#)  
[California Trust and Probate Litigation](#)  
[California UCC Sales and Leases](#)  
[California Uninsured Motorist Practice](#)  
[California Wage and Hour Law and Litigation](#)  
[California Wage and Hour Law and Litigation](#)  
[California Will Drafting](#)  
[California Workers' Compensation Practice](#)  
[California Workers' Damages Practice](#)  
[Capacity and Undue Influence: Assessing, Challenging, and Defending](#)  
[Complete Plans for Small and Mid-Size Estates](#)  
[Condemnation Practice in California](#)  
[Counseling California Corporations](#)  
[Creating Your Discovery Plan](#)  
[Crossover Issues in Estate Planning and Family Law](#)  
[Crossover Issues in Estate Planning and Family Law](#)  
[Debt Collection Practice in California](#)  
[Defending Your Client in a Misdemeanor \(Including a DUI\)](#)  
[Dividing Pensions and Other Employee Benefits in California Divorces](#)  
[Drafting Business Contracts: Principles, Techniques & Forms](#)  
[Drafting California Irrevocable Trusts](#)  
[Drafting California Revocable Trusts](#)  
[Drafting Employment Documents for California Employers](#)  
[Drafting Employment Documents for California Employers](#)  
[Effective Direct & Cross-Examination](#)  
[Effective Introduction of Evidence in California](#)

[Effective Introduction of Evidence in California](#)  
[Employment Damages and Remedies](#)  
[Enforcing Civil Money Judgments](#)  
[Estate Planning & California Probate Reporter](#)  
[Estate Planning 2005](#)  
[Estate Planning 2006](#)  
[Estate Planning 2007](#)  
[Estate Planning 2008](#)  
[Estate Planning 2009](#)  
[Estate Planning 2010](#)  
[Estate Planning 2011](#)  
[Estate Planning 2012](#)  
[Estate Planning for Special Assets](#)  
[Family Law Financial Discovery](#)  
[Fee Agreement Forms Manual](#)  
[Felony Sentencing Handbook](#)  
[Financing and Protecting California Businesses](#)  
[Forming & Operating California Limited Liability Companies](#)  
[Forming California Common Interest Developments](#)  
[Funding a Revocable Trust](#)  
[Ground Lease Practice](#)  
[Handling a Fiduciary Accounting](#)  
[Handling a Probate](#)  
[Handling a Real Property Foreclosure](#)  
[Handling A Wrongful Termination Action](#)  
[Handling a Wrongful Termination Action](#)  
[Handling Civil Appeals](#)  
[Handling Depositions](#)  
[Handling Expert Witnesses in California Courts](#)  
[Handling Mechanics Liens and Related Remedies \(Private Works\)](#)  
[Handling Mold Litigation in California](#)  
[Handling Motions To Compel and Other Discovery Motions](#)  
[Handling Postmortem Trust Administration: A Checklist](#)  
[Handling Real Property Sales Transactions](#)  
[Handling Subpoenas](#)  
[Handling Unlawful Detainers](#)  
[Intellectual Property in Business Transactions](#)  
[Internet Law and Practice in California](#)  
[Jefferson's California Evidence Benchbook](#)  
[Jefferson's California Evidence Benchbook](#)  
[Laying a Foundation To Introduce Evidence \(Preparing and Using Evidence at Trial\)](#)  
[Laying a Foundation to Introduce Evidence \(Using and Preparing Evidence at Trial\)](#)  
[Mandatory Criminal Jury Instructions Handbook](#)  
[Marital Deduction Subtrust Funding](#)  
[Meeting Statutory Deadlines: During and After Litigation](#)  
[Meeting Statutory Deadlines: Workers' Compensation](#)  
[Obtaining a Writ of Attachment](#)  
[Obtaining Discovery: Initiating and Responding to Discovery Procedures](#)  
[Office Leasing: Drafting and Negotiating the Lease](#)  
[Organizing Corporations in California](#)  
[Persuasive Opening Statements & Closing Arguments](#)  
[Practice Under the California Environmental Quality Act](#)  
[Practice Under the California Family Code: Dissolution, Legal Separation, Nullity](#)  
[Preparing for Trial](#)  
[Privacy Compliance and Litigation in California](#)  
[Professional Licensing: Disciplinary Practice in California](#)  
[Real Property Exchanges](#)  
[Real Property Law Reporter](#)  
[Retail Leasing: Drafting and Negotiating the Lease](#)  
[Sales & Mergers of California Businesses](#)

Scientific Evidence in California Criminal Cases  
Secured Transactions In California Commercial Law Practice  
Selecting & Forming Business Entities  
Special Needs Trusts: Planning, Drafting and Administration  
Trade Secrets Practice in California  
Transferring Property Without Probate  
Working with Independent Contractors, Leased Workers, and Outsourcing  
Wrongful Employment Termination Practice  
Wrongful Employment Termination Practice: Discrimination, Harassment, and Retaliation

Also to include at no additional charge:

Additional CEB publications which are published on OnLAW during the term of this subscription renewal agreement

Links to California cases and codes cited in the OnLAW text

Forms, drafted by attorneys, with easy fill and print functions

Electronic updates to Content Included during the term of this subscription renewal agreement

All CEB reporters

Number of Users: Content will continue to be licensed for 1-10 users based at Subscriber's offices in Newport Beach, California. I.D.'s and passwords may not be shared, under penalty of access termination.

Method of Access: Via individual registration, seat claim, and sign on

Term: Extended through March 11, 2014. Failure to renew by this date will result in automatic termination of access to Content Included.

Training: One hour of annual training of Subscriber designated staff in OnLAW usage by a CEB trainer is included in this subscription renewal agreement at no additional charge. This training will cover the basic instruction in the use of CEB online services. Lunch or other food function can be included.

Technical Support: Monday through Friday, 7:30 a.m. to 5 p.m., Pacific Standard Time  
1-800-750-9155  
tech\_support@ceb.ucla.edu

Renewal: The renewal process will begin 90 days prior to end of the current subscription term. If Subscriber fails to renew this subscription renewal agreement before the end of the renewal period, access to the Content Included will be automatically terminated.

Subscription Pricing: CEB will charge a discounted price of \$6,447.00 for Content Included, payable on signing the subscription agreement. There is no minimum print purchasing requirement.

Payment

Terms: Payment is due within 30 days of signing this subscription renewal agreement.

Cancellation: This subscription renewal agreement is for a period of one year and cannot be cancelled during that period with any expectation of refund, whether full or partial.

## PART II

### **Please note:**

**The following is CEB's standard all-purpose access agreement. Acceptance of this access agreement is required in order to subscribe to the material described in Part I of the subscriber agreement. No changes in this standard all-purpose access agreement are permitted.**

### **CEB ELECTRONIC PRODUCTS Access Agreement**

This Access Agreement ("Agreement") is 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. You may print this Agreement for your reference, and a link to this Agreement is provided on the CEB website so that you may view this Agreement at any time.

#### **1. DEFINITIONS**

- A. "**CEB website**" means the website, and all subsequent Web pages made available by any CEB server.
- B. "**Content**" means all indexes, scans (including, but not limited to, scans of works in the public domain and derivative works there from), text (including, but not limited to, work in the public domain and derivative works there from), outlines, headings, charts, graphics, photographs, animations, scripts, icons, audio, video, data and all other non-Software components of the Product.
- C. "**Licensee**" or "**you**" means you, the user, who agrees to the terms of this Agreement by clicking on the "I Agree" icon.
- D. "**Online Programs**" means materials in legal subject areas provided by CEB through the CEB website, including, but not limited to, audio and video portions of live webcasts of CEB programs and on-demand webcasts, the use of which is governed by this Agreement.
- E. "**Product**" means Online Programs, Content, and Software, and any portion thereof, that are accessible either through CEB-provided CD-ROM/DVD media or on the Internet at [www.ceb.com](http://www.ceb.com) or another uniform resource locator that CEB might designate.
- F. "**Software**" means all computer code (both source and object), applets, interfaces, commands, syntax, and expressions of ideas that operate, cause, create, direct, manipulate, access, or otherwise affect the Content in the Product, whether created by CEB or licensed from third parties.
- G. "**Use**" means accessing, displaying, or performing the Product, or reproducing the Product in limited portions as authorized under this Agreement.

#### **2. LICENSE AND PERMITTED USE**

- A. The Product comprises original works of authorship (including, but not limited to, derivative works based on graphical scans or typed text of public domain materials) that are both proprietary and intellectual properties of The Regents of the University of California or its suppliers and are protected by the terms of this Agreement as well as domestic and foreign contractual and intellectual property laws, including, but not limited to, copyright, trademark, and patent laws.
- B. To the extent that you receive Software from CEB, such Software is deemed part of the Product.
- C. CEB grants to you a non-exclusive, non-transferable, and revocable license to:
1. Use the Product as provided herein, until your subscription is terminated as provided in this Agreement;
  2. Access, load, store, and operate the Product with browser Software;

3. Access the Product, including the Content, via the Internet; and
4. Display 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 this Agreement.

5. *[This Section 2.C.5 applies only if you obtained a Product on CD-ROM/DVD.]*

The scope of your authorized Use of the CD-ROM/DVD version of a Product depends on the number of licenses that you have purchased.

This Agreement authorizes you to install and use the CD-ROM/DVD Product on one computer. You may for convenience use the CD-ROM/DVD Product on one additional computer at an alternate workplace such as your home. The number of user licenses that you have obtained determines the number of computers on which you may install the CD-ROM/DVD Product. Multiple user licenses authorize you to install and use the CD-ROM/DVD Product on a local area network, wide area network, or any other multiple-user computer hardware/software configuration within a single firm, agency, or company.

- D. 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. Upload, post, e-mail, transmit, publish, re-publish, distribute, create abstracts from, display, or otherwise make available the Product to any third parties including posting any Content to newsgroups, mail lists, or electronic bulletin boards;
  4. Use the Product for any commercial, financial, or other beneficial purpose, including, but not limited to, advertising, exploitation, rental, lease, license, sale, or resale of the Product except as authorized under this Agreement;
  5. 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 this Agreement; or
  6. Remove, modify, hide, or otherwise make unreadable or non-viewable any notice, legend, advice, watermark, or other designation contained on the Product, component thereof, or output there from.
- E. You shall not interrupt, or attempt to interrupt, the operation of the CEB website in any way.
- F. 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 this Agreement and may be a violation of the Digital Millennium Copyright Act of 1998, which violation may subject the violator to civil and criminal penalties.
- G. CEB reserves the right to log off subscribers who are inactive for an extended period of time and log off subscribers who violate any provision of this Agreement.
- H. All downloading, printing, or other use in excess of that provided herein requires PRIOR written permission from CEB by contacting CEB at [permissions@ceb.ucla.edu](mailto:permissions@ceb.ucla.edu) or by mail at CEB Permissions Desk, 2100 Franklin Street, Suite 500, Oakland, CA 94612; facsimile: (510) 302-2001.
- I. You may reproduce any sample legal forms included in the Product as models for operative legal documents prepared by you in your professional law practice.
- J. You may link to the CEB website from locations outside the CEB website provided:
1. You link only to the CEB home page located at [www.ceb.com](http://www.ceb.com);

2. You do not remove or obscure, by framing or otherwise, advertisements, the copyright notice or other proprietary notices in the CEB website;
3. You give CEB notice of such link by sending an e-mail message to [permissions@ceb.ucla.edu](mailto:permissions@ceb.ucla.edu); and
4. You agree to immediately discontinue providing links to the CEB website if requested to do so by CEB.

K. You are responsible for any fees or charges made by an Internet service provider or other third party service incurred by you to access the Product.

### **3. MODIFICATIONS**

A. To the Agreement. CEB reserves the right to modify this Agreement and any policies affecting the Product at any time. Any such modification shall be effective immediately upon posting to the CEB website or distribution via electronic mail or conventional mail. Your continued access to the Product after any such modification to this Agreement shall be conclusively deemed an acceptance of all such modifications, regardless whether you have notice of such modifications. Your only right with respect to any dissatisfaction with any modifications made pursuant to this provision, or any policies or practices of CEB in providing the Product, including, but not limited to, (1) any change in the Content or (2) any change in the amount or type of fees associated with the Product, is to terminate your subscription in accordance with the provisions of this Agreement.

B. To the CEB website. CEB reserves the right to modify, suspend, or discontinue the CEB website or any portion thereof at any time, including the availability of any area of the CEB website, including, but not limited to, the availability of the Product. CEB may also impose limits on certain features and services or restrict your access to parts or the entire CEB website without notice or liability. Your sole recourse in such event shall be to terminate your subscription as provided in this Agreement.

### **4. PRIVACY POLICY**

CEB's Privacy Policy is available on the CEB website. Any changes, modifications, or updates to CEB's Privacy Policy will be posted on the CEB website.

### **5. YOUR REPRESENTATIONS AND WARRANTIES**

You represent, warrant, and covenant that:

- A. You will use the Product in accordance with the terms of this Agreement.
- B. The information that you have provided to CEB is true and accurate.
- C. You shall at all times comply with all applicable laws, rules, and regulations with respect to your Use of the Product.
- D. You shall not use the Product to infringe, misappropriate, or violate the rights of CEB or third parties.
- E. You shall not knowingly or otherwise introduce to or through the Product any viruses or other items of a destructive nature.
- F. You shall comply at all times with this Agreement, including any modifications to this Agreement in accordance with this Agreement.

### **6. 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.

C. No employee or other agent of CEB is authorized to modify the foregoing disclaimer of warranties or to make any additional warranties, either orally or in writing, except as expressly provided in Paragraph 3 above.

D. FOR CD-ROM/DVD PRODUCTS ONLY For a period of 90 days from the date when you purchase a CD-ROM/DVD Product, CEB warrants that the CD-ROM/DVD or other tangible medium included in the Product will be free of any defects that prevent you from using the Product. CEB's sole obligation under this warranty is to replace any defective CD-ROM/DVD or other tangible medium, provided that you have given CEB written notice of the defect within that 90-day period.

**7. 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, ACCESSED EITHER VIA CD-ROM/DVD OR THROUGH OR OBTAINED BY MEANS OF THE CEB WEBSITE. 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.

C. CEB's website may contain links and pointers to other sites on the Internet maintained by third parties. Such links do not constitute an endorsement by CEB of any third-party site or any materials contained therein. CEB does not control and is not responsible for the availability, accuracy, privacy policy, or currency of such third-party sites or any information, content, products, or services accessible from such third-party sites.

D. Your sole remedy in the event of any breach of this Agreement by CEB shall be the termination of your subscription as provided herein.

**8. REGISTRATION AND SECURITY**

A. As part of the registration process, you shall select a password and a User ID. You shall provide CEB with certain registration information, all of which must be accurate and updated as appropriate. For CD-ROM/DVD Products, subscribers will be issued a unique user access code for each CD-ROM/DVD Product release.

B. You shall not select or use the User ID and password of another person with the intent to impersonate that person, or use a User ID and password in which another person has rights, without such person's authorization and its being on the other person's behalf. Failure to comply with the foregoing shall constitute a breach of this Agreement, which may result in immediate termination of your subscription.

C. You shall be responsible for maintaining the confidentiality of your password and any relevant access codes provided by CEB.

D. You shall immediately notify CEB of any known or suspected unauthorized use(s) of your subscription, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or access code by calling CEB at (510) 302-2000.

E. You are responsible for all usage or activity with your subscription, including, but not limited to, use of your subscription by any third party authorized by you to use your subscription, User ID, password, and access code. Only one person may access the Product at any given time using your User ID. You are also responsible for any and all unauthorized use of your subscription. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your subscription, at CEB's sole discretion, and CEB may refer you to appropriate law enforcement agencies.

## **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. EXPORT CONTROL LAWS**

Software available on the CEB website or as part of the Product may contain technology that is subject to export controls. You agree not to transfer or export such Software from the United States, or to provide such Software to any foreign person or entity in the United States.

## **12. ASSIGNMENT**

You shall not assign your rights, duties, or obligations under this Agreement 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.

## **13. SEVERABILITY**

If any provision of this Agreement 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 this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect.

## **14. WAIVER**

The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power, or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

## **15. NOTICE**

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (A) if by hand delivery, upon receipt thereof; (B) if by certified mail, postage prepaid, return receipt requested, upon receipt by the sender of the return receipt; (C) if by facsimile transmission, upon electronic confirmation thereof; or (D) if by next-day delivery service, upon such delivery.

## **16. FORCE MAJEURE**

If the performance of any part of this Agreement by the parties is prevented, hindered, delayed, or otherwise made impracticable by reason of any flood, riot, terrorism, earthquake, fire, judicial or governmental action, labor disputes, act of God, or any other causes beyond the control of either party, that party shall be excused from its performance to the extent that it is prevented, hindered, or delayed by such causes, provided, however, that if such period of force majeure lasts more than thirty (30) days, then the other party hereto may terminate this Agreement.

**17. CHOICE OF LAW**

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

**18. JURISDICTION AND VENUE**

Any controversies or claims arising out of or relating in any way to this Agreement 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 this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief available under applicable law, reasonable attorney fees and expenses.

**19. HEADINGS**

The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

**20. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter.

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

Acknowledged:

Date: 01/30/13

By: *Frances Donovan*  
Frances Donovan, Director, Business Development

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

Date: 1/30/13

By: *Harrold C. Harp*  
Name: Harrold C. Harp  
Title: city Attorney

The City Attorney's Office  
City of Newport Beach  
3300 Newport Beach Boulevard  
Newport Beach, California 92663

Attest: *Delmi A. Brown*  
City Clerk

