



“Subscriber” Name: Titus County Law Library

Account Number: 163KKN

“LN”: LexisNexis, a division of Reed Elsevier Inc.

**1. Amendment**

This Amendment (“Amendment”) amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of Reed Elsevier Inc. (“LN”) and Subscriber (the “Subscription Agreement”). This Amendment shall also serve as Subscriber’s acceptance of the new General Terms and Conditions for Use of the Online Services effective September 1, 2010 set forth at [www.lexisnexis.com/terms/general](http://www.lexisnexis.com/terms/general).

**2. Certification of Use of Lexis Advance by Librarians/Library Staff**

2.1 Subscriber certifies that the number of government professionals in Subscriber’s organization who will have access to Lexis Advance is as set forth below. A “Government Professional User” is defined as a librarian or researcher who is employed by the Subscriber.

<b>Number of Government Professional Users:</b>	<b>1</b>
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2.2 Each LN ID is issued for the individual use of the Government Professional User to whom it is assigned.

2.3 If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.4 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber’s organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber’s organization (the “Reference Number”) as Subscriber has specified above.

- (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. Use of Lexis Advance by Library Patrons**

3.1 In addition to use of Lexis Advance by Subscriber’s Government Professional Users, Subscriber’s “Authorized Users” may also include Subscriber’s library patrons who are accessing Lexis Advance through the use of on-site library terminals (up to the specified number on Schedule I) at Subscriber’s location(s) listed below (each a “Patron”). Non-Patrons of the library or any other persons who are not Government Professional Users are prohibited from receiving access to or use of Lexis Advance under this Amendment. Remote access to Lexis Advance (e.g., via dial-up or other remote connection) is strictly prohibited.

LOCATION (ADDRESS, CITY AND STATE)	# OF TERMINALS
100 West First St. Mt. Pleasant, TX	1

3.2 Subscriber acknowledges and agrees that each Patron may access Lexis Advance only from a library terminal that includes an acceptance screen (as the same is provided by LN) which requires the Patron to accept the LexisNexis General

Terms and Conditions of Use. Each Patron must activate an "I Accept" button following the terms and conditions before the Patron will be permitted to access Lexis Advance. If the Patron clicks on "Do Not Accept", "Cancel" or otherwise fails to click "I Accept", then the Patron will not have access to Lexis Advance.

3.3 Subscriber's contact and technical information for its library terminals is set forth in the attached Schedule I.

**4. Lexis Advance Product and Charges**

4.1 This Section 4 amends the Subscription Agreement with respect to the Lexis Advance product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 4.2 below (the "Committed Term"). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination. Upon the expiration of the Committed Term, all access to and use of Lexis Advance by Subscriber will be billed in accordance with the applicable then-current Price Schedule.

Lexis Advance Content & Features for Use by Librarians		
Product	SKU Number	Number of Users
mirror patron content		1

See attached Rider No. 1 for additional Content & Features

Lexis Advance Content & Features for Use by Library Patrons		
Product	SKU Number	Number of Users
TX Enhanced with Full Federal	1011587	1
TX Practice Library	1010629	1

See attached Rider No. 1 for additional Content & Features

4.2 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth in Section 4.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
9/1/2016 - 8/31/2017	1219.00
9/1/2017 - 8/31/2018	1268.00
9/1/2018 - 8/31/2019	1319.00

4.3 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

BX Subscriber elects access to the Alternate Materials  
 (Initial)

4.4 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

#### **5. Closed Offer**

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 8/15/2016.

#### **6. Confidential Information**

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information 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 5 will survive the termination or expiration of this Amendment.

#### **7. Support and Training**

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

- (a) Mandatory basic training in the use of Lexis Advance by LN for all Authorized Users;
- (b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users;  
and
- (d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

#### **8. Miscellaneous**

8.1 This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance or by signing below.

8.2 If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

**LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.**

AGREED TO AND ACCEPTED BY:

Subscriber: Titus County Law Library	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	<i>Brian P. Lee</i>
Printed Name:	Brian P. Lee
Job Title:	Titus County Judge
Date:	Aug 22, 2016

LexisNexis, a division of Reed Elsevier Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	_____
Name:	_____
Job Title:	_____
Date:	_____

**CUSTOMER INFORMATION (Please type or print):**

<b>Organization Name: (Full Legal Name)</b>	Titus County Law Library	
<b>Billing Frequency:</b>	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Annually
	<b>Physical Address</b>	<b>Invoice Address</b>
<b>Street Address:</b>	100 West First Street	
<b>City:</b>	Mt. Pleasant	
<b>State:</b>	TX	
<b>Zip:</b>	75455	
<b>County:</b>	Titus	
<b>Telephone:</b>		
<b>Fax:</b>		
<b>Parent Company: (if applicable)</b>		

**Type of Organization:**

Library: Law Library

Employer Identification Number: \_\_\_\_\_

Organization Web Address: \_\_\_\_\_

Tax Exempt:  Yes (attach Sales Tax Exemption Certificate)  
 No

MSA:  Yes  No

Tax ID No: \_\_\_\_\_

State Contract No:  
(If applicable)

PO No:  
(If applicable)

**Contacts:**

	<u>Name</u>	<u>Telephone</u>	<u>Email</u>
<b>Installation:</b>	John Mark Cobern	903-572-0382	jcobern@gmail.com
<b>Billing:</b>	_____	_____	_____
<b>Policy/Legal Notification:</b>	John Mark Cobern	903-572-0382	jcobern@gmail.com
<b>Scheduling/Training:</b>	John Mark Cobern	903-572-0382	jcobern@gmail.com
	<u>Name</u>	<u>Telephone</u>	
<b>Super Admin:</b>	John Mark Cobern	903-572-0382	
	<u>Email</u>	<u>IP Address</u>	
	jcobern@gmail.com		

**CUSTOMER ID INFORMATION (Please type or print)**

<b>ID HOLDERS' NAMES</b> (additional sheet attached <input type="checkbox"/> )	<b>ID HOLDERS' TITLES/POSITIONS</b>	<b>ID HOLDERS' EMAIL ADDRESSES</b>	<b>LOCATION/ADDRESS</b>

## SCHEDULE I

LN requires accurate IP information from the library. The technical contact at the library will need to set up static IP addresses on the patron access machines.

Information needed to set up Patron Access:

**1. Law Library Name:**

Titus County Law Library

**2. Name of Technical Contact at Law Library**

Shawn Bryan

**3. Phone Number, email and availability of Technical Contact at Library**

903-335-6355 shawn@kaybrotech.com

**Number of terminals in contract:** 1

<b>Terminal 1</b> Static IP Address: _____	<b>Terminal 4</b> Static IP Address: _____
<b>Terminal 2</b> Static IP Address: _____	<b>Terminal 5</b> Static IP Address: _____
<b>Terminal 3</b> Static IP Address: _____	<b>Terminal 6</b> Static IP Address: _____
For additional terminal locations check here <input type="checkbox"/>	