

“Subscriber” (or “You” or “Your”, in uppercase or lowercase): Fort Bend County Public Law Library	“LN” (or “We” or “Us”): LexisNexis, a division of RELX Inc.
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You agree to purchase or license from Us, the LN products and services elected below (each a **“Publication Service”**). Your use of, and access to, the Publication Service is expressly subject to the terms and conditions set forth in this Order (including the Riders) and at <http://www.lexisnexis.com/en-us/terms/publications-services-agreement.page> (the “Pub. Svcs. Terms”) which are incorporated herein by reference and which collectively with this Order (including the Riders) are referred to as this “Agreement”. All capitalized terms not otherwise defined in this Order have the meaning given to them in the Pub. Svcs. Terms. Those publications subscribed to by you from us prior to this Agreement on an auto-renewal basis or other auto-renewal terms shall continue in effect and shall not be affected by this Agreement unless expressly specified in this Agreement.

1. Term.

1.1 The term of this Agreement will commence on the date this Agreement has first been accepted by both parties and will continue for the following periods (each a **“Commitment Period”**) (check the appropriate one for each Year) :

“Year 1”: 12 months after Year 1 Start Date (only check this box if ordered Digital Library) or 12/1/18 to 11/30/19;
“Year 2”: the 12 months immediately following Year 1 or to or N/A;
“Year 3”: the 12 months immediately following Year 2 or to or N/A;
“Year 4”: the 12 months immediately following Year 3 or to or N/A;

(collectively, the **“Term”**).

1.2 **“Start Date”** is a defined term that applies only if a Digital Library is ordered, and if so, is the earlier of the first day of the first calendar month: (i) during which you initially have access to the Development Site or (ii) which occurs (i.e., is current) 30 days after this Agreement is fully executed by both parties.

1.3 This Agreement may be terminated during the Term for a material breach that remains uncured for more than 30 days after the breaching party receives written notice from the non-breaching party identifying the specific breach. If this Agreement is properly terminated during a Commitment Period in which funds are due to LN, then LN will prorate annual commitment amounts for such Commitment Period. The basis of such proration shall be the number of full or partial months this Agreement is in effect during such Commitment Period divided by 12.

2. ELECTED SERVICES AND COMMITMENT

Subscriber elects the following products and services by checking all applicable boxes below:

DIGITAL LIBRARY AND MULTI-YEAR PRINT

DLMYP 2.1: These Clauses 2.1 through 2.6 amend the Pub. Svcs. Terms with respect to the Digital Library And Multi-Year Print product offering described below.

DLMYP 2.2: During the Term, LN grants you the right to access the Digital Library for use on your Authorized Users’ computers and supported mobile devices. **“Authorized Users”** refers to your U.S.-based employees, temporary employees, contractors and (in case of academic institutions) faculty and currently enrolled students that you authorize (or permit) to access any Publication Service. You will also have the ability to acquire content directly from OverDrive (the **“OverDrive Content”**). Any access to or use of the OverDrive Content is subject to the separate financial arrangement between you and OverDrive and LN disclaims any and all liability for the OverDrive Content. You will be billed for the OverDrive Content directly by OverDrive.

DLMYP 2.3: LN will begin creating your Digital Library after this Agreement becomes binding on both parties. There will be a set-up period of approximately four weeks before you will have access to the Digital Library. You will be invoiced monthly for the commitment amounts for the Digital Library (Application Services Fee and Digital Library eBooks and (if applicable) the Law School Publishing eBooks).

DLMYP 2.4: For access to the Digital Library during the Initial Term, you will pay to LN the following Commitment Amounts:

Commitment Period	Digital Library eBooks (Rider No. 1) Commitment	Application Service Fee Commitment	Total Commitment (Digital Library)
Year 1	\$34,221	\$2,500	\$36,721
Year 2	\$35,248	\$2,575	\$37,823
Year 3	\$36,305	\$2,652	\$38,957
Year 4			

The Digital Library eBooks Commitment Amounts may be adjusted over the Term as Permitted Adjustments (defined below) and permitted adjustments to the Preferred Customer Discount are made. All Digital Library eBooks are provided on a Service Subscription basis.

Subscriber elects the following entitlement model for the Digital Library eBooks:

Single Copy/Single User

Digital Library eBook titles licensed hereunder shall be subscribed to and entitled to on a per unit basis (e.g., subscriptions of 2 copies will entitle 2 copies), with the number of units as listed on Rider 1; provided however, that if Subscriber pays for 4 or more copies of the same title, then the copy entitlement shall be set to allow simultaneous access by Subscriber's Authorized Users.

Simultaneous Access

Digital Library eBook titles shall be set to allow entitlement on a simultaneous access basis for use by Subscriber's Authorized Users as listed on Rider 1, provided however that if Permitted Adjustments (as defined below) to the titles or quantities are made, then the following rules will apply:

- (a) Any cancellation of a Digital Library eBook title shall be a cancellation of access to that Digital Library eBook title in its entirety.
- (b) You may purchase entitlements for cancelled Digital Library eBook titles in Year 1 or thereafter on a single user entitlement per copy basis. To restore simultaneous access for such re-purchased Digital Library eBook titles, you must repurchase a whole number quantity of such title at the then-current list price, such that the total spent on that Digital Library eBook title for all quantities now meets or exceeds the price paid when cancelled.
- (c) Any new Publications added in Digital Library eBook format must be added in a quantity of at least 4 to get simultaneous access entitlement. A "new" Publication is one to which Subscriber has not subscribed in any form of media within the past twelve (12) months.

Notwithstanding the copy entitlements described herein, Publications from The Florida Bar, CSC, ABA, AHLA, ALM, some state code titles, and certain other licensed publications may be excluded from one or both of these models. If you have selected Simultaneous Access above, some Publications may only be made available to you on a single copy/single user basis. For a complete list of Publications excluded, please ask your representative.

LN reserves the right to adjust your Year 1 quantities for Rider 1 (including those that may satisfy entitlement qualifications) based on actual quantities purchased at any time in the last 12 months (versus quantities subscribed to during the negotiation of this Agreement).

DLMYP 2.5: "**Matching Print**" is any Non-Digital Library Publication to which you subscribe when you have also subscribed to that Publication in a Digital Library eBook format and quantity during the same period.

Single Copy/Single User

If Single-Copy/Single User model is checked above, then your "**Matching Discount**" shall be in the percentage amounts that follow off of then-current LN list price: Year 1: *%; Year 2: %; Year 3: %; Year 4: % which shall apply to up to the quantity of each Digital Library eBook title listed on Rider 1.

Simultaneous Access

If Simultaneous Access model is checked above, then your **Matching Discount** shall be 100%. You may apply this Matching Discount on no more than the number listed as **Maximum Matching Print Quantities** in the column on Rider 1. This number is calculated as 60% of the quantity of each Digital Library eBook title to which your Simultaneous Access is based, and any fractional quantities are rounded. Any additional copies you elect to purchase will be priced at the then-current list price minus the discount you were receiving on your subscription for that title immediately before this Agreement was signed.

The Matching Discount is provided for the Term of this Agreement in recognition of your adoption of the Digital Library. ABA, ALM, some state code titles, and certain other licensed publications are excluded from the Matching Discount. For a complete list of Publications excluded from the Matching Discount, please ask your representative.

DLMYP 2.6: LN will provide you with **Print without Matching Discount** as listed on the attached **Rider 2**. In exchange for the Publications listed on Rider 2, you will pay to LN the annual Commitment Amount of \$335 for Service Subscriptions and \$1,805 (Estimated) for Non-Service Subscriptions for such Publications for Year 1. In subsequent years of the Term, the Commitment Amounts for Service Subscriptions for Publications without Matching Discount are subject to a 3% fixed annual increase, and the Commitment Amounts for Non-Service Subscriptions without Matching Discount will receive an additional 5% discount on all Updates (defined below).

MULTI-YEAR PRINT ONLY

MYP 2.1: These Clauses 2.1 through 2.3 amend the Pub. Svcs. Terms with respect to the Multi-Year Print product (without ordering a Digital Library) offering described below. You will be invoiced monthly for the commitment amounts for your Multi-Year Print products under this Agreement.

MYP 2.2: Service Subscriptions. The Publications that you are renewing or ordering pursuant to this Agreement that are classified as "Service Subscriptions" are detailed in the attached **Rider No. 1**. The first year Service Subscription Total is \$ _____. The Service Subscription Total will be subject to an annual increase of _____ %.

MYP 2.3: Non-Service Subscriptions. The Publications that you are ordering pursuant to this Agreement that are classified as "Non-Service Subscriptions" are detailed in the attached **Rider No. 1**. The estimated first year Non-Service Subscription Total is \$ _____. During the Initial Term, LN will provide a _____ % discount on all Updates for the non-service publications listed on Rider 1.

3. PREFERRED CUSTOMER STATUS, PUBLICATION CHANGES, AND THRESHOLD SPEND AMOUNT.

3.1 Due to your overall annual spending level on all Publications provided herein as well as the other products and services provided by LN (or its affiliate Matthew Bender & Company, Inc.) even if not mentioned herein ("**All LN Products**") as determined based on the 12

months prior to the date this Agreement is executed by you, you are considered a **“Preferred Customer”** of LN and will receive special pricing for Publications included herein. If your overall annual spending level for All LN Products decreases significantly during the Term, you may no longer be considered a Preferred Customer and LN reserves the right to adjust the pricing to reduce or eliminate the Preferred Customer discount upon 30 days written notice to you.

3.2 During Year 1 of this Agreement, you will subscribe to the Publications listed on the attached Riders 1 and 2. After Year 1 of this Agreement and subject to Section 3.3 below, you may elect to substitute or change the Publications listed in the attached Riders 1 and 2 only once per Year upon 45 days prior written notice to LN to be effective as of the start of the next Commitment Period, as the case may be (**“Permitted Adjustments”**).

3.3 Your Year 1 Commitment Amounts as listed on the attached Riders 1 and 2 are collectively the **“Threshold Spend”** amount. Your substitutions for Publications of greater value or adding of Publications shall require you to pay the Threshold Spend amount plus the increased total amount over the Threshold Spend. Your substitutions for Publication of lesser value or removal of Publications shall require you to continue to pay the Threshold Spend.

4. Service Subscriptions and Non-Service Subscriptions

Publications that you are renewing or ordering pursuant to this Agreement are classified as Service Subscriptions or Non-Service Subscriptions as are detailed in the attached Riders, which are incorporated herein by reference. You will be invoiced for Non-Digital Library Publications as follows: Service Subscriptions will be billed at the start of each Commitment Period, and Non-Service Subscriptions will be shipped and billed as releases become available.

4.1 **“S” Service Subscription** -Price includes product and Updates published during the indicated service period (minimum 30 days) at no additional charge except tax, shipping and handling where applicable.

4.2 **“NS” Non-Service Subscription** - Price includes product only, plus any updates published within 30 days of purchase or as otherwise indicated. You will receive and be billed for future updates outside of the 30-day period without any action on your part. Estimated prior year prices and update frequency are shown with the description of each title. Non-Service Electronic Publications will be updated via automatic shipment to you, or by LN either pushing the Update to you electronically or notifying you that an Update is available for download.

4.2.1 Unless otherwise indicated, pricing (including any grand total, retail price, or other pricing) does not include tax or shipping and handling, which will be charged and due at the then current rates. Shipping and handling amounts will be invoiced separately or will be included in your final invoiced amount. If you have chosen a monthly billing option, shipping and handling charges will be prorated over the term of the subscription and billed accordingly.

4.2.2 By placing an order, you agree you have been advised of the number of Updates and the cost related to the Updates that were made to the Publications last year. Renewal and Update price estimates are based on prior year costs and do not reflect actual costs associated with future renewal and Updates, which will likely include an increase over prior year’s subscription price. The number of Updates and the upkeep costs may vary due to developments in the law and other publishing issues, but you may use this as a rough estimate of future shipments. You may call for Support at 800-833-9844 for additional information on Update frequency and price.

5. Confidential Information. This Agreement contains confidential information, including pricing information, of LN (the **“Confidential Information”**). You understand that disclosure of Confidential Information could cause competitive harm to LN. You agree to receive and maintain the Confidential Information in trust and confidence and to take reasonable precautions against its disclosure to any third person.

6. You grant to LN and its affiliates permission to identify you as a subscriber to the Digital Library (if ordered).

7. This Agreement is subject to acceptance by LN, which acceptance may be evidenced by signature or by providing access to the Publication Services or otherwise initiating its performance under this Agreement.

Agreed to and accepted by:

“Subscriber”: Fort Bend County Law Library	
[MUST BE COMPLETED BY YOU]	
Authorized Subscriber Signature:	
Printed Name:	
Job Title:	
“Signature Date”:	
Number of Authorized Users for Digital Library:	Public Law Library

Rider 1: Digital Library eBooks for Fort Bend Cnty Law Library

rider created 8/22/2018 3:01

Pub	eBook ISBN	eBook Title	QTY_	Year1	Year 2	Year 3	Maximum Matching Print Qty	
00219	9780327173199	Collier on Bankruptcy Full Set Ebook	UNL	\$5,611	\$5,780	\$5,953	1	
00221	0009221120009	Collier Pamphlet Edition Bankruptcy Parts 1,2,3 Ebook Continuity	UNL	\$409	\$421	\$434	1	
00719	9780327173267	Tx Litigation Guide Ebook	UNL	\$3,244	\$3,341	\$3,441	1	
64330	0009643301208	Federal Habeas Corpus Practice and Procedure, Seventh Edition	UNL	\$105	\$108	\$111	1	
00198	9781579112394	Criminal Law Advocacy Ebook	UNL	\$2,679	\$2,760	\$2,842	1	
00706	9781579118259	Tx Torts and Remedies Ebook	UNL	\$1,363	\$1,404	\$1,446	1	
00609	9781579117955	Attorneys Dictionary of Medicine Ebook	UNL	\$1,314	\$1,354	\$1,394	1	
66890	0009668901209	Tx Evidentiary Foundation Ebook Continuity	UNL	\$197	\$203	\$209	1	
00705	9781579118242	Tx Family Law Practice & Procedure Ebook	UNL	\$1,033	\$1,064	\$1,096	1	
00727	9780327185543	Tx Transaction Guide Ebook	UNL	\$2,820	\$2,905	\$2,992	1	
01253	9781579112899	Federal Tax Practice & Procedure Ebook	UNL	\$207	\$214	\$220	1	
00202	9781579112400	Cipes, Criminal Defense Techniques Ebook	UNL	\$4,132	\$4,256	\$4,383	1	
01147	000914712007	Tx Personal Injury Handbook Ebook Continuity	UNL	\$264	\$272	\$280	1	
03240	0009032401304	Understanding Immigration Law Standing Order	1	\$49	\$50	\$52	1	
82663	0009826631207	Tx Employment Ebook Continuity	UNL	\$116	\$120	\$123	1	
00712	9781579118280	Tx Criminal Practice Guide Ebook	UNL	\$1,678	\$1,728	\$1,780	1	
82587	0009825871208	Tx Lawyers Guide Deceptive Trade Ebook Continuity	UNL	\$179	\$184	\$190	1	
00275	9781579114190	Erwin Defense of Drunk Driving Ebook	UNL	\$1,763	\$1,816	\$1,870	1	
82551	9781522144762	LexisNexis Practice Guide: Texas Drunk Driving Law , 2017 Edition	UNL	\$259	\$267	\$275	1	
82590	0009825901202	Mechanics Material Lien Ebook Continuity	UNL	\$113	\$116	\$119	1	
03356	9781531003678	Understanding Civil Rights Litigation, 2nd Edition	1	\$49	\$50	\$52	1	
00708	9781579118266	Tx Probate Estate & Trust Administration Ebook	UNL	\$575	\$593	\$611	1	
07130	9781580121750	Divorce Tools & Techniques	1	\$247	\$254	\$262	1	
07156	9781945421730	Litigating Employment Discrimination Cases	1	\$311	\$320	\$330	1	
07140	9781945421198	Federal Criminal Practice	1	\$265	\$273	\$281	1	
07162	9781945421235	Model Interrogatories	1	\$311	\$320	\$330	1	
07131	9780938065876	Texas DTPA Forms & Practice Guide	1	\$265	\$273	\$281	1	
07184	9781945421440	Texas Criminal Forms	1	\$311	\$320	\$330	1	
07185	9781945421594	Texas Criminal Lawyer's Handbook	1	\$311	\$320	\$330	1	
07186	9781945421693	Texas DWI Manual	1	\$246	\$253	\$261	1	
07188	9781580122245	Texas Employment Law	1	\$311	\$320	\$330	1	
07189	9781945421754	Texas Criminal Jury Charges	1	\$290	\$299	\$308	1	
07195	9781580122313	Texas Small-Firm Practice Tools	1	\$311	\$320	\$330	1	
07193	9781580122290	Texas Estate Planning	1	\$247	\$254	\$262	1	
07192	9781580122283	Texas Pretrial Practice	1	\$239	\$246	\$254	1	
07194	9781945421587	Texas Probate Forms & Procedures	1	\$247	\$254	\$262	1	
07178	9781945421464	Qualifying & Attacking Expert Witnesses	1	\$265	\$273	\$281	1	
07180	9781945421402	Social Security Disability Practice	1	\$290	\$299	\$308	1	
32952	9781641051354	Solo and Small Firm Legal Technology Guide: Critical Decisions Made Simple, 2018 Edition	1	\$90	\$93	\$95	1	
30023	9781634259347	An Estate Planner's Guide to Buy-Sell Agreements for the Closely Held Business	1	\$140	\$144	\$148	1	
32960	9781627229166	The American Bar Association Legal Guide for Dog Owners	1	\$30	\$31	\$32	1	
32645	9781627224543	Anatomy of a Trial: A Handbook for Young Lawyers, Second Edition	1	\$100	\$103	\$106	1	
33496	9781634255912	Child Abuse and Neglect Cases: A Comprehensive Guide to Understanding the System	1	\$50	\$51	\$53	1	
32503	9781614388159	Flying Solo: A Survival Guide for the Solo and Small Firm Lawyer, Fifth Edition	1	\$100	\$103	\$106	1	
33862	9781634256933	How to Succeed as a Trial Lawyer, Second Edition	1	\$150	\$154	\$159	1	
32368	9781614383185	International Family Law Desk Book	1	\$120	\$124	\$127	1	
32600	9781627222556	ABA Cybersecurity Handbook	1	\$60	\$62	\$64	1	
33315	9781634251327	Lawyer, Activist, Judge: Fighting for Civil and Voting Rights in Mississippi and Illinois	1	\$60	\$62	\$64	1	
32407	9781614384434	Nonprofit Governance and Management, 3E	1	\$110	\$113	\$117	1	
33415	9781634253819	Wills and Estate Administration	1	\$80	\$82	\$85	1	
30066	9781634254199	Creating an Online Publishing Strategy for Law Firms	1	\$35	\$36	\$37	1	
07199	9781945421624	Suppressing Criminal Evidence	UNL	\$179	\$184	\$190	1	
30121	9781634254441	The student loan handbook for law students and attorneys	UNL	\$20	\$21	\$21	1	
30047	9781634259934	Money & Divorce: The Essential Roadmap to Mastering Financial Decisions	1	\$35	\$36	\$37	1	
85272	9780327169017	Texas Law of Oil and Gas, 2nd Edition	UNL	\$237	\$244	\$251	1	
Grand Total					\$34,221	\$35,248	\$36,305	

Rider No. 2 for
 Publications without Matching Discount Subscriptions
 Fort Bend Cnty Law Library

rider created 8/22/2018 3:01

Publications without Matching Discount SERVICE SUBSCRIPTIONS

<i>City</i>	<i>Account #</i>	<i>ISBN</i>	<i>Pub Number</i>	<i>Title Description</i>	<i>Media Type</i>	<i>1st Year Renewal Price</i>
Richmond	0000265152	9780327148708	70730	Us Sup Ct Rpt Led2d Advance Sheet Service	Print	\$ 335
First Year Service Subscription Total						\$ 335

Publications without Matching Discount NON-SERVICE SUBSCRIPTIONS

<i>City</i>	<i>Account #</i>	<i>ISBN</i>	<i>Pub Number</i>	<i>Title Description</i>	<i>Media Type</i>	<i>Est. No. of Updates/Yr</i>	<i>Est. Y1 NS List Upkeep Cost Per</i>	<i>QTY</i>	<i>Est. Y1 NS Extended Cost</i>
Richmond	0000265152	9780327110187	82658	Tx Court Charge Reporter Subscription	Print	2	\$ 685	1	\$ 586
Richmond	0000265152	0005705670008	70180	Us Sup Ct Repts Led 2d Index 5 Vols Standing Order	Print	1	\$ 211	1	\$ 200
Richmond	0000265152	9780327123699	70180	Us Sup Ct Rpt Led2d Perm Volumes & Supplements	Print	3	\$ 849	1	\$ 806
Richmond	0000265152	0005705680007	70180	Us Supreme Court Rpt Led Quick Case Table Standing Order	Print	1	\$ 225	1	\$ 213
Est. First Year Non-Service Subscription Total									\$ 1,805

“Subscriber”: Fort Bend County Law Library
“LN”: LexisNexis, a division of RELX Inc.

This Addendum (“Addendum”) amends and supplements the terms of LexisNexis Digital Library And Multi-Year Print Agreement between LN and Subscriber, including any and all amendments thereto (collectively the “Agreement”), and the parties agree to the following:

If the Agreement includes a Digital Library, LN will provide Subscriber with a promotional discount of \$3,000 (“**New Publication Incentive**”) to apply towards new Publications purchased in Digital Library eBook format.

If the Agreement does not include a Digital Library, LN will provide Subscriber with a promotional discount of n/a (“**New Publication Incentive**”) to apply towards new Publications purchased in print format.

The New Publication Incentive is only available for use during (check one, which period shall be the “**New Publication Incentive Period**”):

 Year 1 until December 25 or;

 January 1 of the calendar year following the Year 1 Start Date to September 30 (only check if the Year 1 Start Date is between October 1 and December 31).

After the New Publication Incentive Period, any unused portion will be forfeited. To use Subscriber’s New Publication Incentive, Subscriber must place orders with Subscriber’s LN Account Representative and provide unique, Subscriber-specific promotional code (“**Promotional Code**”) given by LN to Subscriber. The New Publication Incentive cannot be combined with any other promotions or discounts. A “new” Publication is one to which Subscriber has not subscribed in any form of media within the past twelve (12) months.

General Terms

This Addendum and the Agreement constitute the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotation on that subject matter. Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

Agreed to and accepted by:

“Subscriber”: Fort Bend County Law Library	LexisNexis, a division of RELX Inc.
[MUST BE COMPLETED BY SUBSCRIBER]	[COMPLETED BY LEXISNEXIS]
Authorized Subscriber Signature: _____ Printed Name: _____ Job Title: _____ Date: _____	Authorized Signature: _____ Printed Name: _____ Job Title: _____ Date: _____

THIS ADDENDUM DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. YOU MAY ACCEPT THIS ADDENDUM BY SIGNING ABOVE. LN MAY ACCEPT THIS ADDENDUM BY PROVIDING ACCESS TO THE PRODUCTS REFERENCED HEREIN OR OTHERWISE INITIATING ITS PERFORMANCE UNDER THIS ADDENDUM.

“Subscriber”: Fort Bend County Law Library**“LN”:** LexisNexis, a division of RELX Inc.

This Additional Access Methods Addendum for LexisNexis Digital Library (“Addendum”) amends and supplements the terms of LexisNexis Digital Library And Multi-Year Print Agreement between LN and Subscriber, including any and all amendments thereto (collectively the “Agreement”), and the parties agree to the following:

A. Termination of Digital Library and Conversion to Print

The Agreement may be terminated (as explained in this section) by LN if LN gives Subscriber notice of termination at least sixty days prior to the expiration of the then-current Commitment Period (e.g., Year 1, Year 2 or Year 3) (“Conversion Option”). If LN exercises the Conversion Option, then the Subscriber agrees that under the Agreement, Subscriber will continue to subscribe to the publications previously provided under the Agreement as Digital Library eBooks and Publications without Matching Discount (each as may then be available) as Publications without Matching Discount, with the base price for such publications being the then-current list price, plus then-current shipping & handling, and fixed annual increases and additional discounts on releases as specified in the Agreement. LN may request (in LN’s discretion for LN’s convenience, which will not affect the status of the above) that Subscriber sign a new agreement reflecting the above changes.

B. Definitions of Authorized Users and Restricted Access Authorized Users

As used in the Agreement, “Authorized Users” refers to Subscriber’s (1) employees, (2) temporary employees, (3) contractors, (4) faculty, (5) current students (for educational institutions), and Restricted Access Authorized Users.

“Restricted Access Authorized Users” refers to Subscriber’s (1) alumni (for educational institutions), (2) bar members, and (3) other legal professionals that do not fall into another category mentioned in this definition of Restricted Access Authorized Users or Authorized Users.

C. No Inter-Library Loans

An Authorized User may download or access eBooks from the Digital Library only to such Authorized User’s personal devices or a device issued by Subscriber, subject to the terms of the LN Agreement and this Addendum. For the avoidance of doubt, interlibrary loans of the Digital Library or any eBook therein are not permitted.

D. Types of Access

There shall be four (4) main types of access to the final site of the Digital Library for Authorized Users, and Subscriber shall enforce the restrictions below. In addition to other rights stated in the Agreement, LN shall have the right to suspend or terminate Subscriber’s access to the Digital Library immediately if LN believes Subscriber is in violation of the below restrictions and obligations.

D.1 “Administrative Access” shall be the ID and password access to the administrative website as may be given to only a limited set of Authorized Users for management of the Digital Library.

D.2 “Standard Access” shall be via ID and password access to the Digital Library for Authorized Users, except that Subscriber shall not give Standard Access to those Authorized Users limited to Guest Access or Restricted Access.

D.3 “Guest Access” shall be access to the Digital Library for Authorized Users, where all of the following apply:

- a) Access Method: Guest Access is provided only via IP authentication from within Subscriber’s physical library building.
 - i. Subscriber shall enable and not circumvent such IP authentication restrictions, and shall have separate IP addresses for each terminal in order to activate “Guest Access”.
 - ii. For Guest Access, a modern, standard web browser is required, and Subscriber shall provide the same.
- b) Lending Period: Guest Access shall have Lending Periods of no longer than one (1) day
- c) Check-Out Restrictions: Authorized Users may only checkout one (1) eBook on the Digital Library at a time via Guest Access.

D.4 “Restricted Access” shall be access to the Digital Library for Authorized Users, where all of the following apply:

- a) Restricted Access Authorized Users: Restricted Access Authorized Users shall only use Restricted Access (and Guest Access, if they meet the restrictions for Guest Access), and shall not be given Standard Access.
- b) Access Method: Restricted Access is provided via ID and password access.
- c) Lending Period: Restricted Access shall have Lending Periods that are the same as provided for Standard Access, but in no case may the Lending Period be less than seven (7) days, or until the date of termination of the Agreement, whichever is less.
- d) Check-Out Restrictions: Under this Restricted Access method, Restricted Access Authorized Users may check out only certain eBooks on the Digital Library that are contained in a subset of the Subscriber’s complete collection. This subset will be determined by LN and may be updated and changed during the term without notice. In addition, this subset shall only include

one copy of each title within the subset, regardless of the number of copies of each title subscribed to in the Subscriber's complete collection.

E. General Terms

This Addendum and the Agreement constitute the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotation on that subject matter. Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

This Addendum is subject to acceptance by LN, which acceptance may be evidenced by initiating its performance under this Addendum.

Agreed to and accepted by:

“Subscriber”: <u>Fort Bend County Law Library</u>	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	_____
Printed Name:	_____
Job Title:	_____
Date:	_____

THIS ADDENDUM DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. YOU MAY ACCEPT THIS ADDENDUM BY SIGNING ABOVE. LN MAY ACCEPT THIS ADDENDUM BY PROVIDING ACCESS TO THE PRODUCTS REFERENCED HEREIN OR OTHERWISE INITIATING ITS PERFORMANCE UNDER THIS ADDENDUM.