

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM TO THOMSON REUTERS BOOK SUBSCRIPTION

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Thomson Reuters now known as "West Publishing Corporation," ("West"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties have executed and accepted that certain Thomson Reuters Order Form for West Complete Products – books for law library, ("Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Subscription Term.** The term for the subscription of the Agreement is 120 months (10 years) plus the first pro-rated month, depending upon when the Order Form is processed by West.
2. **Maximum Compensation.** County shall pay West \$4,156.94 per month, for a period of 120 months, subject to a 1% increase each year during the minimum term. The maximum compensation for the Agreement is \$521,889.04 plus the pro-rated amount for the first partial month of the subscription, during the minimum term. This price is being provided at a 40% discount.
3. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
4. **Non-appropriation.** The County may cancel a product or service with 30 days written notice if the County does not receive sufficient appropriation of funds, the County does not receive the authorization to spend the funds or if the previously appropriated funds are significantly reduced through no fault of the County after the initial 12 months of the subscription term. The County will include a detailed written statement documenting the reason for cancellation. The County's written statement must include an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). The County will pay all charges incurred for any products and services received up to the effective date of the cancellation.
5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless West for any reason are hereby deleted.
6. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by West in any way associated with the Agreement.
7. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
8. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. By signature below, West represents pursuant to

Section 2252.152 of the Texas Government Code, that West is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

9. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.
10. **Electronic and Digital Signatures.** The parties to this Agreement agree that the electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

WEST PUBLISHING CORPORATION

KP George,
County Judge

Name: *L.M. Burton*
Title: *SUM*

Date

1-29-2022

Date

ATTEST:

Laura Richard,
County Clerk

Approved:

Andrew Bennett,
Law Librarian

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ _____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A

WEST ORDER FORM – For West Complete Print and ProView eBook Products Only
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



Check West account status below as applicable:		Rep Name & Number <u>Greg Juire</u>		***REQUIRED***
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)			
Existing with no changes <input checked="" type="checkbox"/>	Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)			
Acct # <u>1000644784</u>	Quote # _____	PO # _____	Date <u>12/6/19</u>	
Name/Subscriber <u>Fort Bend County Law Lib</u>	Bill To Acct # <u>1000644784</u>			
Order Confirmation Contact Name <u>Andrew Bennett</u>				
E-Mail <u>Andrew.Bennett@fortbend.lib.tx.us</u>				
Westlaw Password Contact Name (for password delivery) _____				
E-Mail _____				
Permanent Address Change <input type="checkbox"/>	One-Time Ship To <input type="checkbox"/>	Additional Ship To <input type="checkbox"/>	Additional Bill To <input type="checkbox"/>	
Name _____ Attn: _____				
Address _____ Suite/Floor _____				
City _____ State _____ County _____ Zip _____				
West Complete Print				

Program ID: **WCMP**

Full Svc #	Print Products	List Charges	Other	Monthly Charges
40666420	West Complete			\$4156.94

See Attachment (988.dot) for print product detail, which is incorporated by reference.

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes Subscriber's ("you" or "I") order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the term of complete calendar months you initial below ("Minimum Term").

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any West Complete Print products during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted. We will contact you if any of the titles are no longer commercially available. You will then have 60 days to choose a replacement title of equal or lesser value.

Initial below to select the Minimum Term.

_____ 24 month Minimum Term. Monthly Charges for the second 12 months will be 8% over the first 12 months.

_____ 36 month Minimum Term. Monthly Charges for the second 12 months will be 5% over the first 12 months; Monthly Charges for the third 12 months will be 5% over the second 12 months

_____ 60 month Minimum Term. Monthly Charges for the second 12 months will be 3% over the first 12 months; Monthly Charges for the third 12 months will be 3% over the second 12 months; Monthly Charges for the fourth 12 months will be 3% over the third 12 months; Monthly Charges for the fifth 12 months will be 3% over the fourth 12 months.

_____ 120 month Minimum Term. Monthly Charges for the second 12 months will be 1% over the first 12 months; Monthly Charges for the third 12 months will be 1% over the second 12 months; Monthly Charges for the fourth 12 months will be 1% over the third 12 months; Monthly Charges for the fifth 12 months will be 1% over the fourth 12 months; Monthly Charges for the sixth 12 months will be 1% over the fifth 12 months; Monthly Charges for the seventh 12 months will be 1% over the sixth 12 months; Monthly Charges for the eighth 12 months will be 1% over the seventh 12 months; Monthly Charges for the ninth 12 months will be 1% over the eighth 12 months; Monthly Charges for the tenth 12 months will be 1% over the ninth 12 months.

_____ Initials for Automatic Renewal Term. I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below

West Complete Print Renewals		
Sub Matl #	Print Products	Current Monthly Charges *
40666551	West Complete	
Notes:		

* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above and may include products from Attachment (988.dot) which, if applicable, is incorporated by reference.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any of your West Complete Print products during any Renewal Term, the Monthly Charges will not be adjusted.

Initial below to select Renewal Term.

_____ **24 month Renewal Term.** Monthly Charges for the first 12 months will be 8% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 8% over the first 12 months.

_____ **36 month Renewal Term.** Monthly Charges for the first 12 months will be 5% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 5% over the first 12 months; Monthly Charges for the third 12 months will be 5% over the second 12 months.

_____ **60 month Minimum Term.** Monthly Charges for the first 12 months will be 3% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 3% over the first 12 months; Monthly Charges for the third 12 months will be 3% over the second 12 months; Monthly Charges for the fourth 12 months will be 3% over the third 12 months; Monthly Charges for the fifth 12 months will be 3% over the fourth 12 months.

_____ **120 month Minimum Term.** Monthly Charges for the first 12 months will be 1% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 1% over the first 12 months; Monthly Charges for the third 12 months will be 1% over the second 12 months; Monthly Charges for the fourth 12 months will be 1% over the third 12 months; Monthly Charges for the fifth 12 months will be 1% over the fourth 12 months; Monthly Charges for the sixth 12 months will be 1% over the fifth 12 months; Monthly Charges for the seventh 12 months will be 1% over the sixth 12 months; Monthly Charges for the eighth 12 months will be 1% over the seventh 12 months; Monthly Charges for the ninth 12 months will be 1% over the eighth 12 months; Monthly Charges for the tenth 12 months will be 1% over the ninth 12 months.

_____ **Initials for Automatic Renewal Term.** I understand that West will continue to provide subscription services for the products listed above after the Renewal Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

ProView eBook Users			
Last Name	First Name, M.I.	ProView eBook Product(s)	*Optional E-Mail Address

*An e-mail address is required only if an individual user prefers to receive his or her registration key to a personal e-mail address. If necessary, attach additional page(s) including full names, products and optional e-mail addresses.

Miscellaneous	
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1. Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

2. Settling a Disputed Balance. Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

3. Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

4. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

5. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

6. **Transportation Charges.** Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rates.

7. **Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

8. **Assignment.** This Order Form is subject to our approval. You may not assign, sublicense or otherwise transfer this Order Form without our prior written consent.

9. **Thomson Reuters General Terms and Conditions,** apply to all products ordered, except print and is located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf. The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at legalsolutions.com/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

10. **Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at legalsolutions.com/ThomsonReuters-General-Terms-Conditions_PSTI.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- CD-ROM
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name _____

Title _____

Date _____

Signature X _____

For Credit Card Transactions only:		Visa	<input type="checkbox"/>	Master Card	<input type="checkbox"/>	Am Ex	<input type="checkbox"/>
Card #	_____	Expir. Date	_____	Total Amt. to Charge for this Order	_____		
Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.							



Attachment

Contact your representative gregory.juaire@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Order Confirmation Contact
 Contact Name: Andrew Bennett
 Email:
Andrew.Bennett@fortbend.lib.tx.us

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

West Complete Products

*If subscription type is "new", the Ship To Address will be the same shipping address as on the Order Form

Material #	Group	Product	Qty	Subscription Type	Shipment Type required for Product indicated as new
11309098	Bundle A	TX PR V7-8 CRIM FMS SUB	1	Exist	Subscription Only
11406859	Bundle A	GRAHAM HNDBK FED EVID SUB	1	Exist	Subscription Only
11518894	Bundle A	WHITE UCC PE SUB	1	Exist	Subscription Only
11627359	Bundle A	TX PR V40-43B CRIM PR & PROC SUB	1	Exist	Subscription Only
11650822	Bundle A	TX PR V44-44A MED MALPRACTICE SUB	1	Exist	Subscription Only
11650849	Bundle A	TX PR V22-23A MUN LAW SUB	1	Exist	Subscription Only
11839658	Bundle A	TX PR V27-28 CONSUMER RIGHTS SUB	1	Exist	Subscription Only
12094745	Bundle A	TX UCC FMS SUB	1	Exist	Subscription Only
13510726	Bundle A	TX PENAL CODE ANNO SUB	1	Exist	Subscription Only
13510785	Bundle A	TX JUR 3D COMPLETE SUB	1	Exist	Subscription Only
13510904	Bundle A	TX CIV PR SUB	1	Exist	Subscription Only
13513733	Bundle A	FEDERAL CRIM APPEALS SUB	1	Exist	Subscription Only
13515378	Bundle A	LANE MED LITIG GUIDE SUB	1	Exist	Subscription Only
13515957	Bundle A	NICHOLS CYC LEG FMS SUB	1	Exist	Subscription Only
13972388	Bundle A	CONSUMER CREDIT COMPL MAN SUB	1	Exist	Subscription Only
13972622	Bundle A	CIV ACT ST/LOC SUB	1	Exist	Subscription Only
13997676	Bundle A	TX LEG PR FMS SUB	1	Exist	Subscription Only
14050982	Bundle A	TX PR V45-46 ENVIR LAW SUB	1	Exist	Subscription Only
14100998	Bundle A	TX JUR P&P FMS 2D SUB	1	Exist	Subscription Only
14665189	Bundle A	TX PR V29-29A JUVENILE LAW SUB	1	Exist	Subscription Only
14850571	Bundle A	TX FAMILY CODE ANNO SUB	1	Exist	Subscription Only

15511681	Bundle A	IRA SUB	1	Exist	Subscription Only
16317846	Bundle A	TX PR V33 FAM LAW HNDBK SUB	1	Exist	Subscription Only
16721108	Bundle A	MANUAL COMPLEX LITIGATION ANNO SUB	1	Exist	Subscription Only
17108688	Bundle A	TX PR V2A COURTROOM HNDBK SUB	1	Exist	Subscription Only
17133736	Bundle A	TX PR V47 DISC PR HNDBK SUB	1	Exist	Subscription Only
17145866	Bundle A	FJI SUB	1	Exist	Subscription Only
17160959	Bundle A	TX PR V28A CONSUMER LAW HNDBK SUB	1	Exist	Subscription Only
17408489	Bundle A	TX CASES 3D SUB	1	Exist	Subscription Only
17408772	Bundle A	TX CASES AS CHARGEABLE SUB	1	Exist	Subscription Only
17736311	Bundle A	TX ADMIN CODE SUB	1	Exist	Subscription Only
17833333	Bundle A	TX CR S/F V1-2 SUB	1	Exist	Subscription Only
18529628	Bundle A	TX PR GENERAL INDEX SUB	1	Exist	Subscription Only
21007609	Bundle A	TX FAMILY CODE PAM SUB	1	Exist	Subscription Only
21013595	Bundle A	TX PENAL CODE PAM SUB	1	Exist	Subscription Only
21014966	Bundle A	TX CRIM PROC CODE & RULES PAM SUB	1	Exist	Subscription Only
21018975	Bundle A	TX PR V37 WORKERS COMP SUB	1	Exist	Subscription Only
21021830	Bundle A	TX DIG 2D SUB	1	Exist	Subscription Only
21022039	Bundle A	TX PR V21-21A PROPERTY TAX SUB	1	Exist	Subscription Only
21023000	Bundle A	CJS SUB	1	Exist	Subscription Only
21023065	Bundle A	TX PR V34 JURY CHARGE CIV LITIG SUB	1	Exist	Subscription Only
21024066	Bundle A	TX CIV PR & REMEDIES CODE SUB	1	Exist	Subscription Only
21034436	Bundle A	TX PR V38-39 PROP SUB	1	Exist	Subscription Only
21044954	Bundle A	TX VERN STAT SUB	1	Exist	Subscription Only
21047392	Bundle A	TX PR V11-14 METHODS PR SUB	1	Exist	Subscription Only
21048097	Bundle A	USCA SUB	1	Exist	Subscription Only
21056626	Bundle A	TX PR V35-36A COUNTY & DIST LAW SUB	1	Exist	Subscription Only
21060402	Bundle A	FP&P SUB	1	Exist	Subscription Only
21064297	Bundle A	WFF SUB	1	Exist	Subscription Only
21064335	Bundle A	TX ESTATE CODE PAM SUB	1	Exist	Subscription Only
21069760	Bundle A	TX LOCAL GOVT CODE PAM SUB	1	Exist	Subscription Only
21079456	Bundle A	TX PR V3-5A LAND TITLES SUB	1	Exist	Subscription Only
21085502	Bundle A	TX FMS SUB	1	Exist	Subscription Only
21085979	Bundle A	TX VERN RULES ANNO CIV SUB	1	Exist	Subscription Only
21086649	Bundle A	TX PR V17-18 PROB SUB	1	Exist	Subscription Only
21086665	Bundle A	TX PR V19-20A BUSINESS SUB	1	Exist	Subscription Only
21093599	Bundle A	TX PR V9-10 WILLS SUB	1	Exist	Subscription Only
21119784	Bundle A	TX PR V1-2 RLS EVID SUB	1	Exist	Subscription Only
21133558	Bundle A	TX PR V6 CRIM LAW SUB	1	Exist	Subscription Only
40048881	Bundle A	TX CRIM & MOTOR VEHICLE CODE SUB	1	Exist	Subscription Only
40083583	Bundle A	TX PR V48-48B HNDBK LAWYER ETHICS SUB	1	Exist	Subscription Only
40164526	Bundle A	TX CR S/F/L V1-3 SUB	1	Exist	Subscription Only
40325429	Bundle A	BLUE GUIDE JURY SELECTION SUB	1	Exist	Subscription Only
40406920	Bundle A	TX PR V49 CONTRACT LAW SUB	1	Exist	Subscription Only
40529169	Bundle A	FJI CIV COMPANION HNDBK SUB	1	Exist	Subscription Only
40575073	Bundle A	TX PR SUM JUDG/REL TERM SUB	1	Exist	Subscription Only
40736729	Bundle A	TX PR V50 TX DWI TRIAL PR MAN SUB	1	Exist	Subscription Only
40750918	Bundle A	FJI CRIM COMPANION HNDBK SUB	1	Exist	Subscription Only

40753418	Bundle A	TX LOCAL KEYRULES V3A SUB	1	Exist	Subscription Only
40759321	Bundle A	TX PR V51 TX ELDER LAW SUB	1	Exist	Subscription Only
40785597	Bundle A	TX PR V16 ELEMENTS OF AN ACTION SUB	1	Exist	Subscription Only
41117938	Bundle A	TX FEDERAL KEYRULES SUB	1	Exist	Subscription Only
41117938	Bundle A	TX FEDERAL KEYRULES SUB	1	Exist	Subscription Only
41194954	Bundle A	TRG FORENSIC DNA EVIDENCE SUB	1	Exist	Subscription Only
42537392	Bundle A	OCNR TX RULES CIV TRIALS SUB	1	Exist	Subscription Only
42537394	Bundle A	OCNR TX CIV APPEALS SUB	1	Exist	Subscription Only
42537394	Bundle A	OCNR TX CIV APPEALS SUB	1	Exist	Subscription Only
42537396	Bundle A	OCNR TX FMS REAL ESTATE SUB	1	Exist	Subscription Only
42537396	Bundle A	OCNR TX FMS REAL ESTATE SUB	1	Exist	Subscription Only
42537398	Bundle A	OCNR FED RULES CIVTRIALS SUB	1	Exist	Subscription Only
42537392	Bundle A	OCNR TX RULES CIV TRIALS SUB	1	New	Ship & Enter Subscription
42537400	Bundle A	OCNR TX CIV FMS SUB	1	Exist	Subscription Only
42537400	Bundle A	OCNR TX CIV FMS SUB	1	Exist	Subscription Only
42537402	Bundle A	OCNR FED CIV FMS SUB	1	Exist	Subscription Only
42537402	Bundle A	OCNR FED CIV FMS SUB	1	Exist	Subscription Only
42537404	Bundle A	OCNR TX PROB LAW HNDBK SUB	1	Exist	Subscription Only
42537404	Bundle A	OCNR TX PROB LAW HNDBK SUB	1	New	Ship & Enter Subscription
42537406	Bundle A	OCNR TX RULES OF EVID HNDBK SUB	1	Exist	Subscription Only
42537406	Bundle A	OCNR TX RULES OF EVID HNDBK SUB	1	New	Ship & Enter Subscription
42537410	Bundle A	OCNR TX FAMILY LAW HNDBK SUB	1	Exist	Subscription Only
42537410	Bundle A	OCNR TX FAMILY LAW HNDBK SUB	1	Exist	Subscription Only
42537412	Bundle A	OCNR TX CAUSES OF ACTION PLDGS SUB	1	Exist	Subscription Only
42537412	Bundle A	OCNR TX CAUSES OF ACTION PLDGS SUB	1	Exist	Subscription Only
42537414	Bundle A	OCNR TX CAUSES OF ACTION SUB	1	Exist	Subscription Only
42537414	Bundle A	OCNR TX CAUSES OF ACTION SUB	1	Exist	Subscription Only
42537416	Bundle A	OCNR TX CPRC PLUS SUB	1	Exist	Subscription Only
42537416	Bundle A	OCNR TX CPRC PLUS SUB	1	Exist	Subscription Only
42537418	Bundle A	OCNR TX PROP CODE PLUS SUB	1	Exist	Subscription Only
42537418	Bundle A	OCNR TX PROP CODE PLUS SUB	1	New	Ship & Enter Subscription
42537420	Bundle A	OCNR TX ESTATES CODE PLUS SUB	1	Exist	Subscription Only
42537420	Bundle A	OCNR TX ESTATES CODE PLUS SUB	1	Exist	Subscription Only
42537422	Bundle A	OCNR TX OIL AND GAS SUB	1	Exist	Subscription Only
42537422	Bundle A	OCNR TX OIL AND GAS SUB	1	Exist	Subscription Only
42537424	Bundle A	OCNR FED INTELL PROP CODES PLUS SUB	1	Exist	Subscription Only
42537424	Bundle A	OCNR FED INTELL PROP CODES PLUS SUB	1	Exist	Subscription Only
42537426	Bundle A	OCNR TX FAMILY LAW FMS SUB	1	Exist	Subscription Only
42537426	Bundle A	OCNR TX FAMILY LAW FMS SUB	1	Exist	Subscription Only
42537428	Bundle A	OCNR FED EMPL CODE PLUS SUB	1	Exist	Subscription Only
42537428	Bundle A	OCNR FED EMPL CODE PLUS SUB	1	Exist	Subscription Only
42537430	Bundle A	OCNR FED CRIM RLS CODES PLUS SUB	1	Exist	Subscription Only
42537430	Bundle A	OCNR FED CRIM RLS CODES PLUS SUB	1	Exist	Subscription Only
42537432	Bundle A	OCNR TX FAMILY CODE PLUS SUB	1	Exist	Subscription Only

42537432	Bundle A	OCNR TX FAMILY CODE PLUS SUB	1	Exist	Subscription Only
42537434	Bundle A	OCNR DAVIS EST PLAN FMS SUB	1	Exist	Subscription Only
42537434	Bundle A	OCNR DAVIS EST PLAN FMS SUB	1	Exist	Subscription Only
42537436	Bundle A	OCNR TX EMPL CODES PLUS SUB	1	Exist	Subscription Only
42537436	Bundle A	OCNR TX EMPL CODES PLUS SUB	1	Exist	Subscription Only
42537438	Bundle A	OCNR TX CRIMES AND CONSEQ SUB	1	Exist	Subscription Only
42537438	Bundle A	OCNR TX CRIMES AND CONSEQ SUB	1	Exist	Subscription Only
42537442	Bundle A	OCNR TX CRIM CODE PLUS SUB	1	Exist	Subscription Only
42537442	Bundle A	OCNR TX CRIM CODE PLUS SUB	1	Exist	Subscription Only
42537444	Bundle A	OCNR BUS ORGS CODE PLUS SUB	1	Exist	Subscription Only
42537444	Bundle A	OCNR BUS ORGS CODE PLUS SUB	1	Exist	Subscription Only
42537446	Bundle A	OCNR BUS AND COMM CODE PLUS SUB	1	Exist	Subscription Only
42537446	Bundle A	OCNR BUS AND COMM CODE PLUS SUB	1	Exist	Subscription Only
42558370	Bundle A	OCNR FED RULES CIV TRIALS TX VERS SUB	1	Exist	Subscription Only

5. Professional Services. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

6. Privacy. The parties will at all times process personally identifiable information (PII) you provide to us in accordance with applicable law. You confirm that you will only upload or disclose PII as permitted by applicable law. The parties will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged unauthorized access, use, processing, or disclosure of PII. Each party will maintain, and will require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the PII against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, or access. PII includes any information relating to an identified natural person or a natural person who can be identified directly or indirectly by means reasonably likely to be used by the controller of the information, or any other natural or legal person.

7. Confidentiality. Confidential information received from each other will not be disclosed to anyone else unless required by law or if necessary to perform the agreement. The receiving party agrees that during the term of the agreement and for three years afterward, it will continue to protect the confidential information. The parties will use industry standard administrative, physical and technical safeguards to protect the confidential information. If a court or government agency orders either of us to disclose the confidential information of the other party, the other party will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification.

8. Warranties and Disclaimer of Warranties. OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. WE WARRANT OUR SOFTWARE PRODUCTS WILL CONFORM TO OUR DOCUMENTATION. WE WARRANT THAT WE PROVIDE PROFESSIONAL SERVICES USING COMMERCIALY REASONABLE CARE AND SKILL. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF OUR PRODUCTS OR THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES FROM US AND REPLACE ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.

9. Liability. (a) The entire liability of Thomson Reuters or any of our third party providers for all claims arising out of or in connection with the agreement will not exceed the amount of any actual direct damages up to the amounts you paid in the prior 12 months for the product that is the subject of the claim. We are not liable for special, incidental, exemplary, indirect or economic consequential damages, anticipated savings, lost profits, lost business, lost revenue, or lost goodwill.

(b) You are responsible for following all usage instructions, for adhering to the minimum recommended technical requirements, for changes you make to our product, for your failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems, and for your failure to install updates. We will not be responsible if our product fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product failed because of one of these, we reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

(c) If a third party sues you claiming that a product you licensed in the agreement infringes that party's intellectual property right and your use of our product has been in accordance with the terms of the agreement, we will defend you against the claim and pay damages that a court finally

awards against you or that are included in a settlement approved by us. You must promptly notify us in writing of the claim, supply information we reasonably request, and allow us to control the defense and settlement. We have no liability for claims that include items not provided by us.

10. Term, Termination. (a) The term and any renewal terms for the product are described in the ordering document.

(b) We may suspend or limit your use of our products or professional services or terminate the agreement if, in our sole discretion, we determine that your use may result in a risk to public safety, or that there has been a breach of security, material breach of your obligations under the agreement, material breach of any other agreement between the parties or a violation of law. If the cause of the suspension is reasonably capable of being remedied, we will provide you notice of what actions you must take to reinstate the product. If you fail to take the actions or the cause cannot be remedied within 30 days, we may terminate the agreement.

(c) You may terminate the agreement immediately upon written notice if we commit a material breach and fail to cure the material breach within 30 days.

(d) We may amend these General Terms and Conditions from time to time by giving you at least 30 days prior written notice. If an amendment materially changes the agreement, you may request good faith negotiations regarding those terms that materially change the agreement. If the parties cannot reach mutual agreement on the material changes within 30 days, you may terminate the agreement immediately on written notice.

(e) You may terminate the agreement immediately on written notice if you object to amendments made to the third party additional terms under paragraph 2 if the amendments materially change the agreement.

(f) Upon termination, all licenses end immediately. You will return software products to us or uninstall and destroy them. Termination of the agreement will not relieve you of your obligation to pay us any amounts you owe up to and including the date of termination.

(g) Either party may terminate the agreement in part as it relates to any software or other product or service that is licensed or ordered under the agreement if and to the extent that software or other product or service is no longer commercially available.

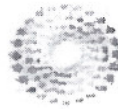
11. Force Majeure. Each party's performance under the agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

12. General. (a) You may not assign the agreement to anyone else without our prior written consent. We will provide you with written notice if we need to assign the agreement as part of our business operations.

(b) You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.

(c) Our products may not be exported or re-exported in violation of the U.S. Foreign Corrupt Practices Act, the U.S. Export Administration Act or any other applicable laws, rules and regulations.

(d) United States Government use, duplication or disclosure of our software products is subject to applicable restrictions of the following regulations: Commercial Computer-Restricted Rights [FAR 52.227-19(a) - (d)]; Rights in Technical Data and Computer Product [DFARS 252.227-7013(c)(1)(ii)]; the Commercial Computer Product - Restricted Rights [48 CFR 52.227-19 (c)(1) and (c)(2)]; and similar clauses in the NASA FAR Supplement. These restrictions do not apply to our information products or services.



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(c) You may quote and excerpt from our information products in your work with the appropriate cite and credit to the source. Except as provided in paragraph 1 (d), you may store data from our information products in a secure internal system in the regular course of your business. You may display our information product data internally. You may transmit our information product data electronically using a feature in the information product or print and share that information product data as necessary in the regular course of your business. Copyright notices must be retained on the transmitted or printed items. The Copyright Act (17 U.S.C.A. 107) fair use provision may allow additional uses.

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(e) Your access to certain products is password protected. You are responsible for assigning the passwords and maintaining password security. Sharing passwords is strictly prohibited.

(f) You may not run or install any computer software or hardware on our products or network or introduce any spyware, malware, viruses, Trojan horses, backdoors or other software exploits.

(g) We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b).

(h) If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and

completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by these General Terms and Conditions.

2. Third Party Providers. Our products may include data and/or software from third parties. Some third party providers require us to pass additional terms through to you. The third party providers change their additional terms occasionally and new third party providers are added from time to time. You agree to comply with all applicable third party additional terms. To see the current third party additional terms for Westlaw and CLEAR information products go to <http://legalsolutions.com/westlaw-additional-terms> and <http://legalsolutions.com/clear-additional-terms>.

3. Regulated Data. Due to the regulated or private nature of some data in our information products like credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us.

4. Hosted Products. (a) Our hosted products are designed to protect the content you store in the hosted product. You grant us permission to use, store and process your content in accordance with applicable law. Access and use of your content by our employees and contractors will be directed by you and limited to the extent necessary to deliver the hosted product, including training, research assistance, technical support and other services. We will not disclose your content except in support of the use of the hosted products or unless required by law. If the agreement expires or is terminated, we will provide access to the hosted product for 180 days so that you may remove your content. The agreement will remain in effect through the 180-day extraction period.

(b) We will provide notice to you of any unauthorized third party access to your content of which we become aware in accordance with applicable law and will use reasonable efforts to remediate identified security vulnerabilities. If your content is lost or damaged, we will assist you in restoring the content to the hosted product from your last available back up copy.

(c) You are responsible for ensuring that your content does not infringe on any intellectual property right, violate any applicable laws or the terms of any agreement. If we are notified that your content may infringe on the intellectual property rights of a third party we may be obligated to delete or disable it from the hosted product under the Digital Millennium Copyright Act (17 U.S.C.A. 512).