

STATE OF TEXAS                               §  
COUNTY OF FORT BEND                     §

## ADDENDUM TO AGREEMENT WITH LEXISNEXIS

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 LexisNexis, a division of RELX, Inc., ("LexisNexis"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have accepted LexisNexis' Library Patron Access Agreement for the purchase of Lexis+ search services ("Services"); and

WHEREAS, LexisNexis represents that it is qualified and desires to provide such Services;  
and

WHEREAS, County has determined that the Agreement is not subject to competitive bidding requirements under § 262.023 of the Texas Local Government Code because the Agreement does not require an expenditure exceeding \$50,000 by the County; and

WHEREAS, § 262.011(d) of the Texas Local Government Code authorizes the County Purchasing Agent to make purchases that are not subject to competitive solicitation; and

WHEREAS, LexisNexis is the sole source provider of the Services as indicated by the letter attached hereto as Exhibit "B" and incorporated fully by reference; and

WHEREAS, it has been determined that this purchase is one for which the item is available only from a single source and thus this is a non-procurement Agreement;

WHEREAS, LexisNexis understands and acknowledges that the Agreement may be totally or partially funded with federal and or state funds.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

## AGREEMENT

1. **Term.** The term of the Agreement is effective as of April 1, 2023 and shall renew on April 1, 2024 and April 1, 2025. The agreement shall expire no later than March, 31 2026, unless terminated sooner pursuant to the Agreement. The parties acknowledge and agree that services will be supported by good and valuable consideration during the Term of the Agreement, the sufficiency of which is acknowledged by the parties.

2. **Scope of Services.** Subject to the changes herein, the parties have accepted LexisNexis' Library Patron Access Agreement, (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference. Subject to the Agreement, LexisNexis will render Services to County as described in Exhibits A and B.
3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. LexisNexis may submit invoice(s) electronically in a form acceptable to County via: [apauditor@fortbendcountytexas.gov](mailto:apauditor@fortbendcountytexas.gov). It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by County under the Agreement, County shall notify all necessary parties that the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to County. 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. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.
4. **Maximum Compensation.** LexisNexis' fees shall be calculated at the rates set forth in Exhibit A. The Maximum Compensation for services provided, from April 1, 2023 thru March 31, 2024, under the Agreement is Forty-Six Thousand Three Hundred Twenty dollars and 00/100 (\$46,320.00). The Maximum Compensation for services provided, from April 1, 2024 thru March 31, 2025, under the Agreement is Forty-Eight Thousand One Hundred Sixty-Eight dollars and 00/100 (\$48,168.00). The Maximum Compensation for services provided, from April 1, 2025 thru March 31, 2026, under the Agreement is Fifty Thousand One Hundred dollars and 00/100 (\$50,100.00). In no case shall the amount paid by County, per year, under the Agreement exceed the Maximum Compensation without an approved change order. LexisNexis understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in Exhibit A.
5. **Limit of Appropriation.** LexisNexis clearly understands and agrees, such understanding and agreement being of the absolute essence of the Agreement, that County shall have available the total maximum sum of for services provided, from April 1, 2023 thru March 31, 2024, Forty-Six Thousand Three Hundred Twenty dollars and 00/100 (\$46,320.00), for services provided, from April 1, 2024 thru March 31, 2025, Forty-Eight Thousand One Hundred Sixty-Eight dollars and 00/100 (\$48,168.00), and for services provided, from April 1, 2025 thru March 31, 2026, Fifty Thousand One Hundred dollars and 00/100 (\$50,100.00), specifically allocated to fully discharge any and all liabilities County may incur. LexisNexis does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total maximum compensation that LexisNexis may become entitled to and the total maximum sum that County may become liable to pay to LexisNexis shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Forty-Four Thousand Five Hundred Eighty-Eight dollars and 00/100 (\$144,588.00). In no event will the amount paid by the County for all Services under the Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

6. **Public Information Act.** LexisNexis expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by LexisNexis shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
7. **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 LexisNexis for any reason are hereby deleted.
8. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to the 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 the 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. 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. County does not agree to pay any and/or all attorney fees incurred by LexisNexis in any way associated with the Agreement.
9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, LexisNexis hereby verifies that LexisNexis and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
  - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
  - b. If employing ten (10) or more full-time employees and the Agreement has a value of \$100,000.00 or more, LexisNexis does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
  - c. If employing ten (10) or more full-time employees and the Agreement has a value of \$100,000.00 or more, LexisNexis does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas

Government Code.

- d. If employing ten (10) or more full-time employees and the Agreement has a value of \$100,000.00 or more, LexisNexis does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
10. **Modifications and Waivers.** The parties may not amend or waive the Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under the Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in the Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, LEXISNEXIS ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
12. **Use of Customer Name.** LexisNexis may use County's name without County's prior written consent only in any of LexisNexis' customer lists, any other use must be approved in advance by County.
13. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict.
14. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
15. **Captions.** The section captions used in the Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
16. **Electronic and Digital Signatures.** The parties to the Agreement agree that any electronic and/or digital signatures of the parties included in the Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
17. **County Data.** Nothing in the Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in the Agreement will be construed to waive the requirements of any record retention laws applicable to County.

18. **Compliance with Laws.** LexisNexis shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations.

19. **Confidential Information.** LexisNexis expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by LexisNexis shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

## 22. **Termination by County.**

22.1. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

- (a). If LexisNexis fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing;
- (b). If LexisNexis materially breaches any of the covenants or terms and conditions set forth in the Agreement or fails to perform any of the other provisions of the Agreement or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

22.2. If, after termination, it is determined for any reason whatsoever that Lexis was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 22.1 above.

22.3. Upon termination of the Agreement, County shall compensate LexisNexis in accordance with § 3, above, for those Services which were provided under the Agreement prior to its termination and which have not been previously invoiced to County. LexisNexis' final invoice for said Services will be presented to and paid by County in the same manner set forth in § 3 above.

22.4. If County terminates the Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to LexisNexis.

22.5. If County terminates the Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.

22.6. Upon termination of the Agreement for any reason, if LexisNexis has any property in its possession belonging to County, LexisNexis will account for the same, and dispose of it in the manner the County directs.

23. **Severability.** If any provision of the Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of the Agreement for each party remain valid, binding, and enforceable.

24. **Insurance.**

A. Prior to commencement of the Services, LexisNexis shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. LexisNexis shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. LexisNexis shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5. Professional Liability insurance for Information Technology, including Cyber Risk may be made on a Claims Made form with limits not less than \$1,000,000 each claim/loss with a \$2,000,000 aggregate. The insurance should provide coverage for the following risks:

- (1). Liability arising from theft, dissemination, and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc.,) stored or transmitted in electronic form.

- (2). Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure.

- (3). Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of LexisNexis shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- C. If required coverage is written on a claims-made basis, LexisNexis warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. LexisNexis shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of LexisNexis.

25. Notices.

25.1. All notices and other communications hereunder shall be in writing (either through personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid)) or displayed electronically in the Online Services by LexisNexis. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to LexisNexis should be sent to LexisNexis, Attn: Head of Legal – North America, 9443 Springboro Pike, Miamisburg, OH 45342.

LexisNexis shall address any written Notice to County, pursuant to this section, at the address listed below:

County: Fort Bend County Library Department  
Attn: Library Director  
301 Jackson Street  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
301 Jackson Street  
Richmond, Texas 77469

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)



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**

**LEXISNEXIS**

\_\_\_\_\_  
**KP GEORGE, COUNTY JUDGE**

\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
Authorized Agent- Printed Name

**ATTEST:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
Date

Exhibit A: LexisNexis Library Patron Access Agreement  
Exhibit B: Sole Source Letter

## AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract for services provided by **LexisNexis** for the below time period:

\_\_\_\_\_  
Service period

\_\_\_\_\_  
Robert Ed Sturdivant

\_\_\_\_\_  
Date Certified

## AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract for services provided by **LexisNexis** for the below time period:

\_\_\_\_\_  
Service period

\_\_\_\_\_  
Robert Ed Sturdivant

\_\_\_\_\_  
Date Certified

## AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract for services provided by **LexisNexis** for the below time period:

---

Service period

---

Robert Ed Sturdivant

---

Date Certified

# Exhibit A

<b>"Subscriber" Name:</b> Fort Bend County
<b>Account Number:</b> 100001PNI
<b>"LN":</b> LexisNexis, a division of RELX Inc.

**1. Amendment**

This Amendment ("Amendment") amends and supplements the terms of the Lexis+ Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

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

- 2.1. Subscriber certifies that the number of government professionals in Subscriber's organization who will have access to Lexis+ 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>3</b>
---	----------

- 2.2. Each LN ID is issued for the individual use of the Government Professional User to whom it is assigned. A Government Professional User may not (i) share their LN ID(s) or (ii) perform research for a library patron or any other individual using their LN ID(s).

- 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.

**3. Use of Lexis+ by Library Patrons**

- 3.1. In addition to use of Lexis+ by Subscriber's Government Professional Users, Subscriber's "Authorized Users" may also include Subscriber's library patrons who are accessing Lexis+ 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+ under this Amendment. Remote access to Lexis+ (e.g., via dial-up or other remote connection) is strictly prohibited.

LOCATION (ADDRESS, CITY AND STATE)	# OF TERMINALS
1422 Eugene Heimann Circle	3
Richmond, TX	

- 3.2. Subscriber acknowledges and agrees that each Patron may access Lexis+ 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+. 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+.

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

**4. Lexis+ Product and Charges**

- 4.1. This Section 4 amends the Subscription Agreement with respect to the Lexis+ product offering described below. The term of Subscriber's commitment for the Lexis+ 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.

<b>Lexis+ Content &amp; Features for Use by Government Professional Users</b>		
<b>Product</b>	<b>SKU Number</b>	<b>Number of Users</b>
National Primary Enhanced	1011511	3
TX Practice Library	1010629	3
All Briefs, Pleadings & Motions	1010612	3
Collier on Bankruptcy	1010099	3
Lexis+™ Practical Guidance - State & Local Government	1534660	3
Trial Court Orders - National	1512258	3

<b>Lexis+ Content &amp; Features for Use by Library Patrons</b>		
<b>Product</b>	<b>SKU Number</b>	<b>Number of Users</b>
National Primary Enhanced	1011511	3
TX Practice Library	1010629	3
All Briefs, Pleadings & Motions	1010612	3
Collier on Bankruptcy	1010099	3
Lexis+™ Practical Guidance - State & Local Government	1534660	3
Trial Court Orders - National	1512258	3

4.2. In exchange for access to the Lexis+ 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.

<b>Committed Term</b>	<b>Monthly Commitment</b>
4/1/23 - 3/31/24	\$3860
4/1/24 - 3/31/25	\$4014
4/1/25 - 3/31/26	\$4175

4.3. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ Content described above at an additional charge ("Out of Plan Materials"). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User's search.

**To have Out of Plan Materials available for your Authorized Users, initial here** \_\_\_\_\_  
(Initial)

**To have Out of Plan Materials available for your Authorized Users, initial here** \_\_\_\_\_  
(Initial)

4.4. LN may temporarily suspend access to Lexis+ 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 1/30/23.

## **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+ through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) 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+ 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:**

<b>Subscriber: Fort Bend County</b>
[MUST BE COMPLETED BY SUBSCRIBER]
<b>Authorized Subscriber Signature:</b> _____
<b>Printed Name:</b> _____
<b>Job Title:</b> _____
<b>Date:</b> _____

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

<b>Authorized Signature:</b> _____
<b>Name:</b> _____
<b>Job Title:</b> _____
<b>Date:</b> _____



LEXIS+® AMENDMENT FOR  
STATE/LOCAL GOVERNMENT WITH  
LIBRARY PATRON ACCESS

CUSTOMER INFORMATION (Please type or print):		
Organization Name: (Full Legal Name)	Fort Bend County	
Billing Frequency:	Monthly <input checked="" type="checkbox"/>	Annually <input type="checkbox"/>
Physical Address		Invoice Address
Street Address:	1422 Eugene Heimann Circle	301 Jackson Street
City:	Richmond	Richmond
State:	Texas	Texas
Zip:	77469	77469
County:	Fort Bend	Fort Bend
Telephone:	281-341-3718	281-341-3718
Fax:	281-342-0734	281-342-0734
Parent Company: (if applicable)		

**Type of Organization:**

Library: Fort Bend County Willie Melton Law Library

Employer Identification Number:

Organization Web Address: [www.fortbend.lib.tx.us](http://www.fortbend.lib.tx.us)

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

☒

☐

☐

☐ No

Tax ID No:

State Contract No:  
(If applicable)

PO No:  
(If applicable)

**Contacts:**

	Name	Telephone	Email
Installation:	Andrew Bennett	281-341-3718	<a href="mailto:andrew.bennett@fortbend.lib.tx.us">andrew.bennett@fortbend.lib.tx.us</a>
Billing:	Andrew Bennett	281-341-3718	<a href="mailto:andrew.bennett@fortbend.lib.tx.us">andrew.bennett@fortbend.lib.tx.us</a>
Policy/Legal Notification:	Byron O'Neal	281-341-4555	<a href="mailto:byron.o'neal@fortbendcountytexas.gov">byron.o'neal@fortbendcountytexas.gov</a>
Scheduling/Training:	Andrew Bennett	281-341-3718	<a href="mailto:andrew.bennett@fortbend.lib.tx.us">andrew.bennett@fortbend.lib.tx.us</a>





**LEXIS+® AMENDMENT FOR  
STATE/LOCAL GOVERNMENT WITH  
LIBRARY PATRON ACCESS**

**Super Admin:**

Name	Telephone
Andrew Bennett	281-341-3718
Email	IP Address
andrew.bennett@fortbend.lib.tx.us	

CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached )	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS
Andrew Bennett	Law Librarian	andrew.bennett@fortbend.lib.tx.us	Law Library
Jonathan Briggs	Assistant Law Librarian	jonathan.briggs@fortbend.lib.tx.us	Law Library
Christine France	Assistant Law Librarian	christine.france@fortbend.lib.tx.us	Law Library

## 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:**

Fort Bend County Willie Melton Law Library

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

Lelia Warner

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

281-341-2634, lelia.warner@fortbend.lib.tx.us

**Number of terminals** in contract: ~~2~~ 3

<b>Terminal 1</b> Static IP Address: <u>66.163.93.147</u>	<b>Terminal 4</b> Static IP Address: _____
<b>Terminal 2</b> Static IP Address: <u>66.163.93.148</u>	<b>Terminal 5</b> Static IP Address: _____
<b>Terminal 3</b> Static IP Address: <u>66.163.93.149</u>	<b>Terminal 6</b> Static IP Address: _____
For additional terminal locations check here	

<b>Customer Information (please print or type)</b>			
Organization Name (full legal name)		Fort Bend County <input type="checkbox"/>	
Billing Frequency		<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Annually
Tax Exempt (if yes please provide exemption certificate)		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
New Invoice Contact Person	<input type="checkbox"/> Yes <input type="checkbox"/> No	First & Last Name	Email Address
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
PO Required?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	PO #	
MSA # if applicable			

# Exhibit B



February 7, 2023

Sarah Sanchez  
Buyer  
Office of the Purchasing Agent  
Fort Bend County

LexisNexis, the pioneer of the legal research industry, is the sole source provider of the Lexis+ online services. Unique aspects of the online services include the following:

- **Shepard's Citations Service:** Shepard's has been the most trusted authority for determining good law and enhancing legal research for more than 140 years. Unlike other citators, Shepard's covers the complete spectrum of editorial analysis, from very negative (overruled) through mild negative (distinguished) to true positive (followed). Other citators can erroneously lead you to believe that a case is no longer good law, when it has been expressly followed in other jurisdictions or on the issue at hand.
- **Lexis+ Litigation Analytics:** Powered by industry-leading Lex Machina® analytics and unrivaled CourtLink® docket coverage, Lexis+ Litigation Analytics provides the most relevant data-driven insights into the behaviors and trends of judges, courts, attorneys and law firms. These are available for the first time ever with Legal Research, Practical Guidance, and Brief Analysis in a single, efficient workflow.
- **Code Compare:** Compare two versions of a statute section side-by-side to better understand the law, legislative intent and statutory changes over time.
- **Brief Analysis:** Build the strongest arguments and find relevant materials with targeted recommendations based on the citations and concepts in your document.
- **Practical Guidance:** Work at maximum efficiency with ready-to-use practice notes, checklists, forms, drafting tools and insights from thousands of leading practitioners.
- **Missing and Must Include:** View which terms are missing from a document in the results set without opening a document and rerun the search with your must-have terms.
- **Search Tree:** Understand why terms are missing from the results set so you can change your search strategy and select the requisite terms to refresh the results set.
- **Legal Issue Trail:** A patented research tool increasing the accuracy of research. A user selects a specific passage within a case, then Legal Issue Trail lists cases citing to the issue.
- **Topic Summary Reports:** Valuable information about your documents' legal topics. Reports may include definitions; elements; links to seminal cases, codes and secondary sources further analyzing the issue; burdens of proof; and standards of review.
- **Case headnotes from LexisNexis contain language directly from court opinions:** Our closest competitor's headnotes include editorial interpretations of court language.
- **Ravel View:** See the citing relationships between cases in your Lexis+ search results with Ravel View. Ravel View graphically presents the top 75 results from your search.
- **Lexis Answers:** A powerful Artificial Intelligence approach to interpreting searches and mining answers. Start typing a query, and the machine-learning technology behind Lexis Answers understands your query and can even suggest a natural-language question for you. Then it anticipates your research path, curating and delivering a concise Answers Card plus comprehensive, relevant search results.



### Lexis Advance Including Patron Access

- **Shepard's Citations Service** – Shepard's has been the most trusted authority for determining good law and enhancing legal research for more than 140 years. Unlike other citators, Shepard's covers the complete spectrum of editorial analysis, from very negative (overruled) through mild negative (distinguished) to true positive (followed). Other citators can erroneously lead you to believe that a case is no longer good law, when it has been expressly followed in other jurisdictions or on the issue at hand.
- **Legal Issue Trail**, a patented research tool increasing the accuracy of research. A user selects a specific passage within a case, then Legal Issue Trail lists cases citing to the issue.
- **Topic Summary Reports**: Valuable information about your documents' legal topics. Reports may include definitions; elements; links to seminal cases, codes and secondary sources further analyzing the issue; burdens of proof; and standards of review.
- **Word Wheel**, providing legal phrases and key case citations that appear in the search drop-down box as the researcher begins typing.
- **Identification of spelling mistakes** and recommendations for alternative spellings.
- **40% more cases nationwide** with both summaries and headnotes in the last 20 years than our closest competitor.
- **Case headnotes** from LexisNexis contain language directly from court opinions, while our closest competitor's headnotes include editorial interpretations of court language.

### Lexis for Microsoft Office

Lexis for Microsoft Office (LMO) is a groundbreaking product that puts the content and tools you need right where you use them every day. With LMO, you will experience seamless access to LexisNexis content from within Microsoft Word and Outlook. This prevents time spent switching between applications, and translates into more time doing your job more effectively. Find relevant insights and answers faster by staying within Word or Outlook as you create and review documents and e-mails with LMO.

### Litigation Profile Suite

LexisNexis is the exclusive provider of Litigation Profile Suite, which includes access to jury verdicts, expert materials, case evaluation information, judges, attorney information, depositions and transcripts, and much more.

Within this solution, LexisNexis provides exclusive third-party access to ALM's industry-leading legal content such as verdicts, experts' resumes, and judicial profiles. Litigation Profile Suite also includes exclusive access to IDEX expert witness materials and verdicts. LexisNexis has the largest, most comprehensive collection of verdict and settlement documents nationwide – 62% more than our closest competitor.





### SmartLinx Public Records Reports

The Lexis Advance SmartLinx feature is a powerful, easy-to-use investigative tool that helps government agencies establish connections between people, locations and businesses. A single search combs through billions of public records, finding names, addresses, phone numbers, and other information that links people, locations and businesses. LexisNexis provides access to 65 billion public records, with more than 2.5 million new records added each day. This volume is more than any other commercially available online source.

### CourtLink

CourtLink, the leading online docket and document research tool, enables you to conduct thorough due diligence and monitor litigation that can impact your agency from one convenient location. With CourtLink you access 100% of documents filed in court regardless of whether they get published, so you don't overlook key details that can make your case. Also, use CourtLink Single Search to conduct a broad, full-text search across an unmatched collection of over 168 million federal & state court dockets and documents. Then use dynamic post-search filters to easily pinpoint the intended information. LexisNexis offers 10 more years of full-docket federal court coverage than our closest competitor. Only CourtLink lets users search more than 180 million federal and state court dockets and documents in a single click.

Please feel free to contact me with any questions by email at [Kristen.J.Jackman@lexisnexis.com](mailto:Kristen.J.Jackman@lexisnexis.com) or by phone at (214) 435-1852.

Sincerely,

A handwritten signature in blue ink that reads "Kristen J. Jackman".

Kristen Jackman  
LexisNexis Client Manager