



☒ NEW CUSTOMER
☐ EXISTING CUSTOMER

PRISON SOLUTION ORDER
(Individual Product Prices)

"Customer": Fort Bend County Sheriff's Commissary	Account Number: TBD
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Customer agrees to purchase or license the Products listed in the table below on the terms of this Order.

PRODUCTS ORDERED

	PRODUCT	LN COMPANY
	Distributed Media Prison Solution	LN/MB
ITEM #	SPECIFY PRODUCT	ISBN #/LIBRARY #
1	Texas Legal Library (Basic) Kiosk Version	9780769888354/9780
2		
3		
4		

ADDITIONAL DOCUMENTS

DOCUMENT TITLE	WHERE TO FIND IT
Configuration and Pricing Sheet	See page 2
Customer Information Sheet	See page 4
Terms for Ordered Products	See page 5

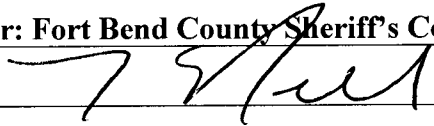
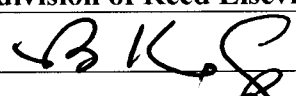
The Additional Documents are part of this Order.

The LN Companies may make certain terms and other information in connection with this Order available on the World Wide Web at one or more sites the LN Companies identify. Customer acknowledges that it has access to the World Wide Web.

This Order, the Additional Documents, and any materials referenced in the Additional Documents state the complete agreement between Customer and the LN Companies concerning this subject, and supersede all earlier oral and written communications between them concerning this subject.

LexisNexis accepts this Order on its own behalf and as authorized agent for each of the other LN Companies that provides Products under this Order. LexisNexis's agency is described in detail in the Common Terms referenced in the Terms for Ordered Products.

Agreed to and accepted by:

Customer: Fort Bend County Sheriff's Commissary	LexisNexis, a division of Reed Elsevier Inc.
SIGNED: 	SIGNED: 
PRINTED: TROY E. NEHLS	PRINTED: BRIAN K. COMMONS
TITLE: SHERIFF	TITLE: FED. COMPLIANCE MGR.
DATE: 4.15.14	DATE: 4/10/2014

THIS ORDER DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. LEXISNEXIS MAY ACCEPT THIS ORDER BY SIGNING ABOVE OR BY PERFORMING THIS ORDER.

THE PRICES AND OTHER TERMS IN THIS ORDER ARE SUBJECT TO CHANGE IF CUSTOMER HAS NOT SUBMITTED A SIGNED COPY OF THIS ORDER TO LEXISNEXIS ON OR BEFORE THE BEGINNING OF THE FIRST ORDER PERIOD UNDER THIS ORDER. TO IMPLEMENT THIS ORDER ON THE FIRST DAY OF A MONTH, LEXISNEXIS MUST RECEIVE A COPY OF THIS ORDER SIGNED BY CUSTOMER ON OR BEFORE THE 20TH DAY OF THE PRECEDING MONTH.

Account Representative Name:	Steve Rentfrow	Account Representative Number:	3V9
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Configuration and Pricing Sheet

This Sheet is part of the Order. See the Terms for Ordered Products for important terms related to each line item.

TERM

The term of this Order will begin the month in which delivery of the Distributed Media Prison Solution is delivered to Customer and will continue for 36 full calendar months (the "Term").

ORDER PERIOD		
4/1/2014	To	3/31/2015
4/1/2015	To	3/31/2016
4/1/2016	To	3/31/2017
	TO	
	TO	

LINE ITEM 1 – DISTRIBUTED MEDIA PRISON SOLUTION

LexisNexis, a division of Reed Elsevier Inc. ("LN") and Matthew Bender & Company, Inc. ("MB") provide this Product.

Closed Offer: (prices valid for 30 days from date of proposal) Total Monthly Commitments

Customer understand and acknowledges the prices offered in this Order are based in part on the number of access points, computers or terminals used to access the Distributed Media Prison Solution. Customer hereby certifies there will be 56 access points, computers or terminals used to access the Distributed Media Prison Solution. At the request of LN Customer will re-certify to the number of access points, computers or terminals used to access the Distributed Media Prison Solution. If the net number of access points, computers or terminals used to access the Distributed Media Prison Solution increases, LN reserves the right to increase the price on the first day of any calendar month following such increase by giving Customer at least ten days prior written notice.

Customer hereby subscribes to the following Distributed Media Prison Solution:

Number	Distributed Media Description	Monthly Commitment For First Order Period
	Kiosk Solution(s)*	
	DVD Solution(s)	
1	Replaceable Hard Drive Solution(s)	850.00
	Total Monthly Commitment for the above selections	850.00
Number	Distributed Media Description	Monthly Commitment For Second Order Period
	Kiosk Solution(s)*	
	DVD Solution(s)	
1	Replaceable Hard Drive Solution(s)	867.00
	Total Monthly Commitment for the above selections	867.00
Number	Distributed Media Description	Monthly Commitment For Third Order Period
	Kiosk Solution(s)*	
	DVD Solution(s)	
1	Replaceable Hard Drive Solution(s)	884.00

	Total Monthly Commitment for the above selections	884.00
Number	Distributed Media Description	Monthly Commitment For Fourth Order Period
	Kiosk Solution(s)*	
	DVD Solution(s)	
	Replaceable Hard Drive Solution(s)	
	Total Monthly Commitment for the above selections	
Number	Distributed Media Description	Monthly Commitment For Fifth Order Period
	Kiosk Solution(s)*	
	DVD Solution(s)	
	Replaceable Hard Drive Solution(s)	
	Total Monthly Commitment for the above selections	
* Kiosk/Hardware may be leased or purchased. If purchased, a Bill of Transfer will be attached to this Order Form.		

4. Billing Period. In exchange for access to and use of the Distributed Media Prison Solution(s) specified above, Customer shall pay the monthly fees listed above beginning the month in which delivery of the Distributed Media Prison Solution is delivered to Customer and continuing for the duration of the Term

5. Delivery Information:

Ship to Account Number:	Delivery Address For Each Distributed Media Set and Contact Name	Maximum Number of Workstations For This Location
Fort Bend County Detention Bureau 1410 Williams Way Blvd. Richmond, TX 77469		56 (Shared Kiosks)
Complete Description of Law Library Information on Distributed Media Included in this proposal: LN will use reasonable commercial efforts to maintain the currency of the legal materials via periodic updates		
United States Code Service United States Constitution Federal Court Rules U.S. Supreme Court Cases Federal Cases – 5th Circuit Texas Statutes Texas Court Rules Texas Judicial Decisions		

Texas Criminal Practice Guide
Shepard's Federal Citations
Shepard's U.S. Citations
Shepard's Texas Citations
Ballentine's Law Dictionary, 3rd Edition
Spanish/English Legal Dictionary



Customer Information Sheet

CUSTOMER INFORMATION (Please type or print):

1. Organization Name (Full Legal Name): !! FORMTEXT FORT BEND COUNTY SHERIFF'S COMMISSARY
2. Physical Address: 1410 WILLIAMS WAY BLVD.
 City: RICHMOND State: TX Zip: 77479
3. County: FORT BEND COUNTY 4. Country: UNITED STATES OF AMERICA
5. Telephone Number: 281-341-4669 6. Fax Number: 281-341-3859
7. Invoice Address (email and physical address): DANIEL.QUAM@FORTBENDCOUNTYTX.GOV
8. Name of Contact, Telephone Number and Email Address for the following:

Installation:	<u>Daniel Quam</u>	<u>281-341-4669</u>	<u>Daniel.Quam@fortbendcountytex.gov</u>
Billing:	<u>Daniel Quam</u>	<u>281-341-4669</u>	<u>Daniel.Quam@fortbendcountytex.gov</u>
Policy/Legal Notification:	<u>Daniel Quam</u>	<u>281-341-4669</u>	<u>Daniel.Quam@fortbendcountytex.gov</u>
Scheduling/Training:	<u>Daniel Quam</u>	<u>291-341-4669</u>	<u>Daniel.Quam@fortbendcountytex.gov</u>
9. Parent Company (if applicable): _____
10. Type of Organization (Check/complete all that apply):

<input type="checkbox"/> Publicly Traded Company:	Ticker Symbol: _____	Exchange: _____
<input type="checkbox"/> Private Corporation:	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership/LLC
<input type="checkbox"/> Law Firm:	No. of Attorneys: _____	Practicing Area of Law: _____
No. of Employees: _____	No. of years in business: _____	No. of years at address: _____

 If less than 6 months at an address, provide previous address: _____
11. Business/Professional License No: _____ 12. Employer Identification Number: _____
13. Date Issued/Expiration Date: _____ 14. Issuing State: _____
15. Dun & Bradstreet No. or Martindale-Hubbell Rating: _____
16. Tax Exempt: ☒ Yes (attach Sales Tax Exemption Certificate) ☐ No
17. Organization Web Address: http://www.fortbendcountytex.gov/index.aspx?page=300



Terms for Ordered Products

These Terms are part of the Order.

LINE ITEM 1 — DISTRIBUTED MEDIA PRISON SOLUTION

The following terms are for the implementation of this Product as described in the corresponding line item of the Configuration and Pricing Sheet. LexisNexis, a division of Reed Elsevier Inc. ("LN") and Matthew Bender & Company, Inc. ("MB") provide this Product.

1. Definitions

1.1 "Authorized Users" means each of the civilian librarians and inmates at Customer's facility who are authorized by Customer to access and use the Distributed Media.

1.2 "Distributed Media" means the set of one or more DVDs and/or External Hard Drives provided by LN/MB to Customer that contains the Law Library Information.

1.3 "Law Library Information" means the legal content that is owned or licensed by LN/MB that is contained on the Distributed Media as described on the Configuration and Pricing Sheet.

2. Services

During the Term, LN/MB will provide Customer and its Authorized Users with access to and use of the Distributed Media. The number of copies of the Distributed Media and the delivery locations for such Distributed Media are set forth on the Configuration and Pricing Sheet.

3. Term of Order; Termination

3.1 The Term of this Order is set forth on the Configuration and Pricing Sheet.

3.2 Either LN/MB, on the one hand, or Customer, on the other hand, may terminate this Order for a material breach. Prior to exercising such right of termination, the non-breaching party must first provide the breaching party with 30 days prior written notice setting forth with specificity the nature of the breach (the "Breach Notice"). If such breach remains uncured 30 days after the Breach Notice is given, the non-breaching party may terminate immediately upon written notice.

3.3 Notwithstanding anything contained in this Agreement to the contrary, either party shall have the right to terminate this Agreement by providing ninety (90) days advanced written notice.

3.4 LN/MB may terminate this Order immediately upon written notice to Customer in the event: (i) any subcontracting agreement between LN and its third party suppliers ("Suppliers") of Prison Solution software or hardware expires or is terminated, (ii) any Supplier becomes insolvent or makes an assignment for the benefit of creditors, or (iii) any Supplier is unable or fails to perform the services that are required in order for LN/MB to perform their obligations hereunder.

3.5 LN/MB retains ownership of the Distributed Media. Customer will retain ownership of any computer hardware at the end of one year or the first order period, whichever is later. Upon termination of this Order, at the direction of LN/MB, Customer will either cease all use of and destroy the Distributed Media, or return the Distributed Media to LN/MB at LexisNexis, 701 East Water Street, Charlottesville, Virginia 22902.

4. Pricing; Payment Terms

4.1 In exchange for access to and use of the Distributed Media, Customer will pay LN/MB the charges set forth on the Configuration and Pricing Sheet (the "Fees"). The Fees include all charges for shipping and handling.

4.2 MB will serve as LN's billing agent during the Term. MB will provide Customer with one consolidated invoice for the Distributed Media which shall be provided to Customer as set forth in the Configuration and Pricing Sheet. Customer will pay the Fees to MB and MB will remit to LN that portion of the Fees that is due to LN under this Order. Customer will have 30 days to pay each invoice. Amounts which have not been paid within 30 days after the invoice date are thereafter until paid subject to a late payment charge at a rate equal to 15% per annum (or, if less, the maximum rate permitted under applicable law). Additionally, LN/MB shall have the right to terminate this Order and retain all sums paid by Customer.

4.3 In the event this is a multi-year contract and sufficient funds are not appropriated or allocated for payment under this Order for any future fiscal period, LN/MB may terminate this Order effective on the last day of the last Order Period that was funded, by providing Customer with at least 10 days prior written notice. Customer will not be obligated to make payments for services or amounts incurred after the end of the last funded fiscal period. No penalty or expense shall accrue to Customer in the event this provision becomes effective.

4.4 LN/MB will use reasonable efforts to update the Distributed Media on monthly or quarterly basis (depending upon the materials) so they remain reasonably current.

5. Warranty

5.1 LN/MB represent and warrant that they have the right and authority to make the Distributed Media available on the terms set forth herein.

5.2 EXCEPT AS EXPRESSLY STATED IN SECTION 5.1, LN/MB MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE DISTRIBUTED MEDIA OR THE ACCURACY OR THE COMPLETENESS OF THE LAW LIBRARY INFORMATION. THE DISTRIBUTED MEDIA AND LAW LIBRARY INFORMATION ARE FURNISHED ON AN "AS IS", AS-AVAILABLE BASIS. ALL WARRANTIES OF ANY TYPE NOT EXPRESSLY STATED IN THIS ORDER, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

6. Remedies

6.1 In the event there is a breach of warranty under Section 5.1, LN/MB shall, as their sole obligation and Customer's exclusive remedy, defend or, at their option, settle any action or proceeding of any kind or description based upon a third party's claim of patent, trademark, servicemark, copyright or trade secret infringement, related to use of the Distributed Media (excluding any decisions or advice made or given as a result of the use of or reliance upon the Law Library Information) provided by LN/MB asserted against Customer by such third party provided: (i) all use of the Distributed Media was in accordance with this Order; (ii) the claim, cause of action, or infringement was not caused by Customer or its Authorized Users; (iii) LN/MB are given prompt notice of any such claim; and (iv) LN/MB have the right to solely control and direct the investigation, defense and settlement of each such claim. Customer, at the expense of LN/MB, shall reasonably cooperate with LN/MB in connection with the foregoing. If notified promptly in writing

of any claim, demand, or judicial action brought against Customer based on an allegation that its use of the Distributed Media constitutes infringement, LN/MB will jointly and not severally pay the costs, including reasonable attorney fees, associated with resolving such claim and will pay the judgment or settlement amount (if any).

Should the Distributed Media or the operation thereof become, or in the opinion of LN/MB be likely to become, the subject of a claim of infringement, Customer shall permit LN/MB, at their sole option and expense, either (i) to procure for Customer the right to continue using the Distributed Media, (ii) to replace or modify the same so that it becomes non-infringing; or (iii) terminate Customer's use of the Distributed Media upon notice to Customer and grant Customer a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

6.2 LN/MB shall have no responsibility to Customer under this Section 6 with respect to any use of the Distributed Media in a manner not authorized by this Order; or for any abuse or modification of the Distributed Media by Customer or its Authorized Users.

7. Limitation of Liability

ANY LIABILITY OR DAMAGES ARISING OUT OF OR RELATED TO THIS ORDER, REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, SHALL IN ALL CASES, WHETHER IN ONE CLAIM OR IN MULTIPLE CLAIMS, BE LIMITED TO THE LESSER OF CUSTOMER'S ACTUAL DIRECT DAMAGES OR THE TOTAL PAYMENTS MADE BY CUSTOMER TO LN/MB FOR THE DISTRIBUTED MEDIA PROVIDED BY LN/MB HEREUNDER DURING THE PREVIOUS 12 MONTHS. IN NO EVENT WILL LN/MB HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN STATUTE, TORT, STRICT LIABILITY, CONTRACT, BREACH OF WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT OR NEGLIGENCE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, EVEN IF LN/MB WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LN/MB ALSO SHALL NOT BE LIABLE FOR, AND SHALL BE EXCUSED FROM, ANY FAILURE TO PERFORM OR DELAY IN PERFORMANCE DUE TO CAUSES BEYOND THEIR REASONABLE CONTROL, INTERRUPTIONS OF POWER OR TELECOMMUNICATIONS SERVICES, ACT OF WAR,

TERRORISM OR NATURE, GOVERNMENTAL ACTIONS, FIRE, FLOOD, NATURAL DISASTERS OR SIMILAR EVENTS.

LN/MB DISCLAIM ALL WARRANTIES WITH RESPECT TO THE DISTRIBUTED MEDIA AND LAW LIBRARY INFORMATION, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING. LN/MB DO NOT WARRANT THE ACCURACY, RELIABILITY OR CURRENTNESS OF THE LAW LIBRARY INFORMATION. LN/MB WARRANT THAT THE DISTRIBUTED MEDIA WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF 30 DAYS FROM THE DATE OF DELIVERY TO CUSTOMER. CUSTOMER'S EXCLUSIVE REMEDY AND LN/MB'S SOLE OBLIGATION WITH RESPECT TO DEFECTIVE DISTRIBUTED MEDIA WILL BE THE RIGHT TO RETURN THE DEFECTIVE DISTRIBUTED MEDIA FOR A REPLACEMENT COPY AT NO ADDITIONAL CHARGE.

8. Miscellaneous

8.1 Customer understands and acknowledges that LN/MB may use one or more of its approved subcontractors to install the Kiosk Prison Solution.

8.2 If LN/MB accept an order for a Distributed Media on a purchase order issued by Customer ("PO"), the terms and conditions of the PO are for Customer's internal purposes only and shall in no way modify or affect the terms of this Order.

8.3 This Order, including Schedule A, contains the entire agreement between the parties with respect to the subject matter hereof, and may be amended only by a writing signed by both parties. Notwithstanding the foregoing, LN/MB may change the license terms set forth in Line Item 1 or Schedule A immediately upon written notice to Customer. Customer's continued use of the Distributed Media following notice of the change shall constitute its acceptance of the change.

8.4 The following sections of this Order shall survive termination or expiration of the Order for any reason: Sections 6 and 7.

SCHEDULE A – GENERAL TERMS AND CONDITIONS FOR USE OF THE LEXISNEXIS® DISTRIBUTED MEDIA PRISON SOLUTION

The following terms and conditions govern Customer's use of this law library research system on DVDs and/or External Hard Drives (the "Distributed Media") and the materials available therein ("Law Library Information"):

1. License; Restrictions on Use

1.1 Customer is granted a non-exclusive, non-transferable limited license to access and use the Distributed Media for legal research purposes. The license includes the following:

(a) The right to electronically display, on the Distributed Media, Law Library Information retrieved from the Distributed Media to no more than one person at a time;

(b) The right to obtain printouts of Law Library Information via the printing commands of the Distributed Media and to create a single printout of Law Library Information downloaded via downloading commands of the Distributed Media ("Authorized Printouts");

(c) The right to retrieve via downloading commands of the Distributed Media and store in machine-readable form, primarily for

one person's exclusive use, a single copy of insubstantial portions of Law Library Information included in any individual file; and

(d) To the extent permitted by applicable copyright law, the right to make copies of Authorized Printouts and distribute Authorized Printouts and copies.

1.2 Except as specifically provided in Section 1.1, Customer are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Law Library Information retrieved from the Distributed Media. Customer may not print or download Law Library Information without using the printing commands of the Distributed Media.

1.3 Customer is not permitted to:

(a) Remove or obscure any copyright notice or other notice or terms of use contained in the Distributed Media or Law Library Information.

(b) Use the Distributed Media or Law Library Information in any fashion that may infringe any copyright, intellectual property right, or

proprietary or property right or interest of LexisNexis, a division of Reed Elsevier Inc., a Massachusetts corporation, ("LexisNexis") or its contractors or content suppliers;

(c) Use the Distributed Media or Law Library Information to develop a database, infobase, online or similar database service, or other information resource in any media (print, electronic or otherwise, now existing or developed in the future) for sale to or use by others; or

(d) Copy, reverse engineer, decompile, disassemble, derive source code, modify or prepare derivative works of the Distributed Media or Law Library Information.

2. Proprietary Rights

The Distributed Media and Law Library Information and any copyrights, trademarks, patents, trade secrets, intellectual property rights and other proprietary rights in and to the Distributed Media and Law Library Information are owned by LexisNexis and its contractors and content suppliers. Customer acquires no proprietary interest in the Distributed Media, Law Library Information, or copies thereof.

3. Disclaimer of Warranties

THE DISTRIBUTED MEDIA AND LAW LIBRARY INFORMATION ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LEXISNEXIS AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. Limitation of Liability

4.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Distributed Media or any Law Library Information available or not included therein, (b) the unavailability or interruption of the Distributed Media or any features thereof or any Law Library Information, (c) Customer's use of the Distributed Media or Law Library Information (regardless of whether Customer received any assistance from a Covered Party in using the Distributed Media), (d) Customer's use of any equipment in connection with the Distributed Media, (e) the content of the Law Library Information, or (f) any delay or failure in performance beyond the reasonable control of a Covered Party.

4.2 "Covered Party" means (a) LexisNexis, its affiliates including Matthew Bender, and any officer, director, employee, subcontractor, agent, successor, or assign of LexisNexis or its affiliates; and (b) each third party supplier of Law Library Information, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of

any third party supplier of Law Library Information or any of their affiliates.

4.3 THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE DISTRIBUTED MEDIA OR LAW LIBRARY INFORMATION SHALL NOT EXCEED THE LESSER OF CUSTOMER'S ACTUAL DIRECT DAMAGES OR THE TOTAL PAYMENTS MADE BY CUSTOMER TO LN/MB FOR THE DISTRIBUTED MEDIA PROVIDED BY LN/MB HEREUNDER DURING THE PREVIOUS 12 MONTHS.. CUSTOMER'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH CUSTOMER MAY HAVE AGAINST ANY COVERED PARTY.

4.4 THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE DISTRIBUTED MEDIA, LAW LIBRARY INFORMATION, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

5. Miscellaneous

5.1 These General Terms and Conditions may be changed from time to time, by LexisNexis immediately upon notice.

5.2 LexisNexis may suspend or discontinue providing the Distributed Media to Customer without notice and pursue any other remedy legally available to it if Customer fail to comply with any of Customer's obligations hereunder.

5.3 Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed physically on or near, or electronically in, the Distributed Media.

5.4 The failure of LexisNexis or any third party supplier of Law Library Information to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

5.5 These General Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Ohio.

5.6 Each third party supplier of Law Library Information has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.

END



LexisNexis®

USCM/State & Local Government
**CONTRACT ADDENDUM for
Prison Solutions Order**

This Contract Addendum ("Addendum") amends and supplements the terms of the Prison Solutions Order between LexisNexis, a division of Reed Elsevier Inc. ("LN") and Fort Bend County Sheriff's Commissary ("Customer") for access to and use of the Online Services, including any and all amendments thereto (collectively the "Prison Solutions Order").

1. Term.

The term of this Addendum (the "Addendum") shall be coterminous with the Prison Solutions Order.

2. Governing Law; Applicable Law.

Notwithstanding anything to the contrary in the Prison Solutions Order, the Prison Solutions Order shall be governed by the law of the State in which Customer is located ("Customer's State"). LN agrees to comply with all applicable laws of Customer's State in the performance of its obligations under the Prison Solutions Order. Furthermore, any provision of the Prison Solutions Order which is contrary to the law of Customer's State shall be deemed to be modified to the extent necessary to be permissible under Customer's State law.

3. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under the Prison Solutions Order for any current or future fiscal period, then Customer, at its option, may terminate the Prison Solutions Order on the last day of any calendar month upon ten (10) days prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts due up to the time of termination. In addition, Customer shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Prison Solutions Order for the next fiscal year.

4. Miscellaneous.

Except as expressly modified by this Addendum, all other terms and conditions of the Prison Solutions Order will remain in full force and effect and will be unaffected by this Addendum. In the event of a conflict or inconsistencies between the Prison Solutions Order and this Addendum, this Addendum will control.

LN's acceptance of the terms of this Addendum shall be evidenced by its signature below or by providing Customer with access to the Online Services.

AGREED TO AND ACCEPTED BY:

FORT BEND COUNTY SHERIFF'S COMMISSARY

CUSTOMER

BY: _____

NAME: _____

TITLE: _____

DATE: _____

TROY E. NAEHLS

SHERIFF

4.15.14

LexisNexis, a division of Reed Elsevier Inc.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

BK

BRIAN K. CUMMINS

FED. COMPLIANCE MGR.

4/10/2014