



**Government Accounts Only**

**Non Availability of Funds Addendum to West Order Forms/Order Notification West Complete, Assured Print Pricing and Library Savings Plan Orders**

Subscriber: FORT BEND COUNTY LAW LIBRARY

Account #: 1000644784

Date of Order Form/Order Notification: 6-15-15

1. **Effect of Addendum.** The underlying West Order Form/Order Notification between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. As amended, the Order Form/Order Notification shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Order Form/Order Notification. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Order Form/Order Notification and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control.

2. **Modification of Order Form/Order Notification-Non Availability of Funds.** If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form/Order Notification, or if Subscriber receives a lawful order issued in or for any fiscal year after the initial 12 months of the Minimum Term of the Order Form/Order Notification that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service and the Order Form/Order Notification, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement on Subscriber's letterhead documenting the reason for cancellation, including the relevant statutory or other legal authority for cancelling (if applicable), and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation.

West, a Thomson Reuters business

[Signature]

Accepted by: Betty Otto

Title: Systems Consultant

Date: 7/8/2015

Subscriber

Signed: [Signature]

Name (please print): Robert E. Herbert

Title: Fort Bend County Judge

Date: July 14, 2015



THOMSON REUTERS

# Order Form

Contact your representative [barbara.vandeinse@thomsonreuters.com](mailto:barbara.vandeinse@thomsonreuters.com) with any questions. Thank you.

Order ID: **695326**

## Subscriber Information

**Account Address:**

Account #: **1000644784**  
FORT BEND COUNTY LAW  
LIBRARY  
301 JACKSON ST RM 101  
RICHMOND, TX 77469  
US  
281-341-3718

**Shipping Address:**

Account #: **1000644784**  
FORT BEND COUNTY LAW  
LIBRARY  
301 JACKSON ST RM 101  
RICHMOND, TX 77469  
US  
281-341-3718

**Billing Address:**

Account #: **1000644784**  
FORT BEND COUNTY LAW  
LIBRARY  
301 JACKSON ST RM 101  
RICHMOND, TX 77469  
US  
281-341-3718

## Payment and Shipping Information

**Payment Method:**

Payment Method: **WestAccount**  
Account Number: **1000644784**

**Shipping Information:**

Shipping Method: **FREE Ground Shipping - U.S. Only**

## Additional Information

Created By: **0112219**  
Order Source: **27**  
Revenue Channel: **06**  
Order Date: **7/8/2015 8:32:34 AM**  
P.O. Number:

## Order Contact Information

First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
Andrew	Bennett	abennett@fortbend.lib.tx.us		Order Confirmation Contact	28

## Internal Comments

- Worksheet West Complete:<https://ordermation.west.thomson.com/esigs/of.aspx?poridgroupid=e88d6d05e2db422ba7324e4fb642ad7e&pfv=true>
- OF Ver:<https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=c7ac303f97fd4f7eaa06a82c567331a2&isofview=yes>

## New Products - Print

Qty	Product	Material ID	Program Details	Program Codes	List Price	Other	Net Price	Subscription Type
1	West Complete Library	40666420	OISR Proxy WCMP - 683239R38046	683239R38046	Monthly: \$57.00		Monthly: \$57.00	West Complete

**New Subscriptions to include in West Complete:**

Qty	Material ID	Description
1	13513734	Federal Criminal Appeals, 2015 ed.
1	41194955	Forensic DNA Evidence: Science and the Law (The Rutter Group Criminal Practice Series)
1	40048882	Texas Criminal and Motor Vehicle Code, 2014 ed. (West's® Texas Statutes and Codes)
1	22069760	Texas Local Government Code, 2014 ed. (West's® Texas Statutes and Codes)



**Subscriber's Initials for 36 Month West Complete Print Minimum Term** - Subscriber agrees to commit to a Minimum Term of 36 complete calendar months and the Monthly West Complete Print Charges for the second 12 months not to increase by more than 5% over the Monthly West Complete Print Charges for the initial 12 months and the Monthly West Complete Print Charges for the third 12 months not to increase by more than 5% over the Monthly West Complete Print Charges for the second 12 months.



**Subscriber's Initials for Automatic Renewal Term(s)**. Upon conclusion of the Minimum Term, Subscriber hereby requests that West provide subscription services for the above products, billed as set forth on the first page of this Order Form. This Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly Charges for the Renewal Term will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of the expiration of the then-current term. Subscriber's notice of cancellation should be sent to the attention of Customer Service at the address set forth herein. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly Charges increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. If Subscriber elects to terminate any of its West Complete Print products during the Minimum Term or any Renewal Term, the Monthly Charges will not be adjusted. In the event of any cancellation of this Order Form all subscription services shall terminate.

Subscription services consist of updates and/or supplements to the service, including but not limited to: pocket parts, pamphlets, replacement volumes, or loose-leaf pages. West's sales representatives will provide additional information regarding frequency and updates upon request. For Transportation Charges and Returns and Refunds see "Additional Terms" herein.

<b>Initial shipment subtotal for product(s) not billed monthly:</b>	N/A
<b>†Shipping:</b>	FREE
<b>‡Estimated tax:</b>	TBD
<b>Order total for initial shipment for product(s) not billed monthly:</b>	\$0.00
<b>*Initial Monthly Charges for products under 36 month contract term:</b>	\$57.00

† Shipping costs for products ordered from West's affiliates located outside of the United States, its territories and possessions will be charged separately. Shipping costs are otherwise reflected in the price of the product.

‡ Your order may be subject to additional state and local sales taxes. All applicable sales taxes will be reflected in your bill.

\* These Monthly Charges show the first year's Monthly Charges (and are combined if multiple products are ordered) with the same contract term and are subject to increase per the terms of this agreement.

**Additional Terms**

**Credit Card Transactions Only.** Subscription charges for this order will be billed to Subscriber's West account unless automatic credit card or electronic funds transfers have been separately authorized by Subscriber.

**Subscriber Auto Charge Credit Card / Electronic Funds Transfer Election Payment Terms.** Subscriber may separately authorize West to automatically charge a credit card (Auto Charge) or electronic fund transfer (EFT), to pay charges for charges due on Subscriber's account. If Subscriber currently subscribes to Auto Charge or EFT, subscription charges incurred from this order will be Auto Charged or debited through EFT (as elected) in accordance with existing terms and conditions.

**Returns and Refunds.** If Subscriber is not completely satisfied with any print product received from West as part of a subscription or as a one-time purchase, and not as part of a multi-year contract or a CD-ROM/DVD product received after the Minimum Term, the product may be returned within 45 days of the original shipment date for a full refund or credit, in accordance with West's then-current returns policies. Different rules (<http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf>) apply for print products received as part of multi-year contracts such as, but not limited to, Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements and ePack and to WestPack contracts as well. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are non-refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact West Customer Service at 1-800-328-4880 for additional details regarding West's current policies on returns and refunds.

**Notices.** Except as otherwise provided in the applicable Subscriber Agreement, all notices must be in writing to West at 610 Opperman Drive, P.O. Box

**Transportation Charges.** Print and CD-ROM/DVD products are shipped FOB origin. Transportation charges will only be added to expedited shipments at Subscriber's request and for international products or shipments at then-current carrier rates.

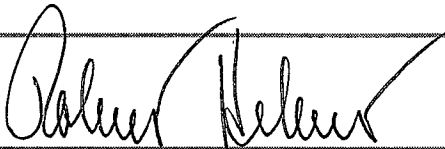
**Other Terms and Conditions.** Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all of Subscriber's authorized users. Subscriber's Westlaw Doc and Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc and Form Builder subscription, West will provide Subscriber with access to and the ability to export related Westlaw Doc and Form Builder Data for 180 days at no charge. Thereafter, West will delete such Westlaw Doc Form Builder Data. West may share Subscriber information and Subscriber Content with its business partners as may be necessary to provide Time and Billing Services to Subscriber and Subscriber must remove all Time and Billing content prior to termination of this Order Form and Subscriber Agreement.

**General Provisions for Non-Government Subscribers Only.** This Order Form is subject to approval by West, a Thomson Reuters business (West) in St. Paul, Minnesota and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. All payments are due 30 days from date of invoice. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue charges. If any charges remain unpaid 30 days after becoming due, all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form may not be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

**General Provisions for Government Subscribers Only.** This Order Form is subject to approval by West, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form may not be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent.

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

**Signature for Order ID: 695326**



Signature of Authorized Representative for order

Fort Bend County Judge

Title

Robert E. Hebert

Printed Name

July 14, 2015

Date