


**Government Accounts Only**
**Addendum to West Order Notification**
**Subscriber:** Fort Bend County Law Library, Patron Access, 301 Jackson St., RM 101, Richmond, TX 77469

**Account #:** 1003101974

**Date of Order Form:** 05/10/2016

The parties agree to modify the Order Notification and the underlying General Terms and Conditions (collectively "the Agreement"), as follows:

**Non-Availability of Funds.** You may cancel a product or service with 30 days written notice if you do not receive sufficient appropriation of funds, you do not receive the authorization to spend the funds or if the previously appropriated funds are significantly reduced through no fault of your own. You will include a detailed written statement documenting the reason for cancellation. Your 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). You will pay all charges incurred for any products and services received up to the effective date of the cancellation. If the Order Notification includes WestPack print or CD-ROM products, you will immediately return all unpaid WestPack print or CD-ROM products and updates.

All terms used in this Addendum have the same meanings as in the Agreement. If there is a conflict between the Agreement and this Addendum, this Addendum controls. All other terms and conditions of the Agreement remain unchanged.

**West, a Thomson Reuters business**
**Accepted by:** Linda Banta

**Title:** SSCMC

**Date:** 7-5-14

**Subscriber**

*I warrant that I am authorized to accept the terms of this Addendum on behalf of Subscriber.*

**Signed:**
**Name (please print):** Robert E. Hebert

**Title:** Fort Bend County Judge

**Date:** July 26, 2014



THOMSON REUTERS

## Order Form

Contact your representative [Doug.Stone@thomsonreuters.com](mailto:Doug.Stone@thomsonreuters.com) with any questions. Thank you.Order ID: **790198**

### Subscriber Information

**Account Address:**

Account #: [REDACTED]  
FORT BEND COUNTY LAW  
LIBRARY  
PATRON ACCESS  
301 JACKSON ST RM 101  
RICHMOND, TX 77469  
US  
281-341-3718

**Shipping Address:**

Account #: [REDACTED]  
FORT BEND COUNTY LAW  
LIBRARY  
PATRON ACCESS  
301 JACKSON ST RM 101  
RICHMOND, TX 77469  
US  
281-341-3718

**Billing Address:**

Account #: [REDACTED]  
FORT BEND COUNTY LAW  
LIBRARY  
PATRON ACCESS  
301 JACKSON ST RM 101  
RICHMOND, TX 77469  
US  
281-341-3718

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", "my" or "I".

### Online/Practice Solutions/Software and Print/ProView eBooks Programs

#### Online/Practice Solutions/Software

Svc Mat #	Product	Qty	Unit	Minimum Term (Months)	Term Increases
40988742	Government Select Level 1 States (WestlawNext™) (Banded) Number of Terminal Users: 4 See Attachment for Select Product details	4	Terminals	36	Year2-5% Year3-5%

### Minimum Terms

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes your order and continue for the number of complete calendar months listed in the Minimum Term column above. Based on above terms listed you agree to the length and year over year increases.

During my subscription terms, I am also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after 30 days written or online notice.

### Post Minimum Terms

**For Online/Practice Solutions/Software:** Your subscription will change to a month-to-month status at the end of the Minimum Term, and your applicable Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after 30 days notice. Either of us may cancel the month-to-month subscription by sending 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Order charges for print/eBook products not on subscription: N/A

Initial order charges for print/eBooks products with updates billed upon shipment: N/A

Initial Monthly Charges for Products under 36 month Minimum Term: \$6,535.44

Estimated total Monthly Charges for the initial 12 months: \$6,535.44

Totals above do not reflect applicable taxes and transportation charges or updates billed upon shipment. Please see the Miscellaneous section below for details.

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.

## Miscellaneous

**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.

**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.

**Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card or debit and 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.

**Returns and Refunds.** You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Different policies apply to print products you receive as part of a program such as Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack and WestPack. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti 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.

**Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. 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 United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

**Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then-current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf>. Excluded Charges may change after 30 days written or online notice.

**The General Terms and Conditions,** located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf> apply to all products ordered, purchased or licensed on this Order Form except print. In the event of a conflict between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Banded Products Subscriptions** The number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students for the banded products you ordered appear in the Quantity column above. Our pricing for banded products is made in reliance upon that number. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable. Law firm and government subscribers of banded products will receive one (1) password for each attorney and an equal number of passwords for non-attorneys.

**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 <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.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.

- CD-ROM Products/DVD Products /li>
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Campus Research
- ProView eBooks

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

Signature for Order ID: 790198

ACKNOWLEDGMENT

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of Subscriber.

Signature of Authorized Representative for order

Title

Printed Name

Date

AUTHORIZED WEST REPRESENTATIVE

Signature: [Handwritten Signature]

Printed Name: Wanda Burton

Title: ESCM

Date: 7-5-16

© 2016 West, a Thomson Reuters business. All rights reserved.

Attachment

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

Order ID: 790198

Payment and Shipping Information

Payment Method:

Payment Method: **WestAccount**

Account Number: 1003101974

Shipping Information:

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

Additional Information

Created By: 6033239

Order Source: 27

Revenue Channel: 01

Order Date: 5/10/2016 9:55:22 PM

P.O. Number:

Additional Data B: 20

CustomPro Product Details

Material ID	Description
40982568	Primary Law with KeyCite®: All — Texas (WestlawNext™)
40980419	All Analytical Library (WestlawNext™)
40981520	All Primary Law (WestlawNext™)
40982173	Analytical Library Texas (WestlawNext™)
40980923	Business Law Practitioner Core — Texas (WestlawNext™)
40982251	Civil Pleadings, Motions & Memoranda Plus — Texas (WestlawNext™)
40983363	Couch on Insurance (WestlawNext™)
40981145	Family Law Practitioner Core — Texas (WestlawNext™)
40983472	Graphical Statutes, PastStat Locator™, State Legislative History Bundle — Texas (WestlawNext™)
40982934	Jury Verdicts Combined (WestlawNext™)
40983387	Legislative History — Texas (WestlawNext™)
41178057	National Criminal Secondary for Patron Access (WestlawNext™)
40981270	PastStat Locator (WestlawNext™)
41685712	Practical Law Patron Access
40980989	Real Property Practitioner Core — Texas (WestlawNext™)
41024657	Related Documents (WestlawNext™)
40980512	State Briefs Plus — Texas (WestlawNext™)

40992447 Texas Form Finder (WestlawNext™)  
40982176 Texas Practice Guide® (WestlawNext™)  
40982220 Texas Practice Series (WestlawNext™)

#### Order Contact Information

First Name	Last Name	Email Address	Contact Description	Contact Number
Andrew	Bennett	abennett@fortbend.lib.tx.us	Order Confirmation Contact	28
Andrew	Bennett	abennett@fortbend.lib.tx.us	Primary Password Contact	24
Andrew	Bennett	abennett@fortbend.lib.tx.us	Quickview Contact	Quickview

#### Office Use Only

OF Ver:[https://ordermation.west.thomson.com/esigs/ofversion.aspx?  
pfv=true&ordergroupid=8c30b06cf9bd4b5587a8ea9e07ab3171&isofview=yes](https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=8c30b06cf9bd4b5587a8ea9e07ab3171&isofview=yes)

Worksheet Custom Pro:[https://ordermation.west.thomson.com/esigs/of.aspx?  
pordergroupid=7c942bd2fead4f8894b3353b50bf1bfe&pfv=true](https://ordermation.west.thomson.com/esigs/of.aspx?pordergroupid=7c942bd2fead4f8894b3353b50bf1bfe&pfv=true)

Patron Access Select

TechContactInfo:Andrew Bennet; abennett@fortbend.lib.tx.us; (281) 341-3718

TechIpRange:1.1.1.1 To 1.1.1.1

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

West Publishing Corporation  
EAGAN, MN United States

Certificate Number:  
2016-81039

Date Filed:  
07/07/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

11086  
WestlawNext Database

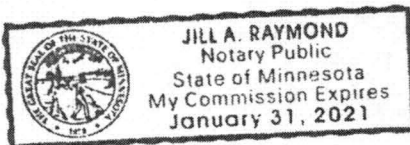
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*John S. Nelson*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said John S. Nelson, this the 7<sup>th</sup> day of July, 2016, to certify which, witness my hand and seal of office.

*Jill A. Raymond*  
Signature of officer administering oath

Jill A Raymond  
Printed name of officer administering oath

*S. Contract Advisor + Compl. Specialist*  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

West Publishing Corporation  
EAGAN, MN United States

Certificate Number:  
2016-81039

Date Filed:  
07/07/2016

Date Acknowledged:  
07/26/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

11086  
WestlawNext Database

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath