



**LEXISNEXIS® PRISON SOLUTIONS  
MASTER AGREEMENT**

|   |  |  |
|---|--|--|
| <b>Full Legal Name "Customer":</b> Collin County Sheriff's Office |  |  |
| <b>Financial Account Number:</b> 10000JN1C                        | <b>Organization Customer Number:</b> 10000JN1C |  |
| <b>"LN": LexisNexis, a division of RELX Inc.</b>                  |  |  |

Customer agrees to purchase or license the LN products and services (each a "Product") set forth in this LexisNexis Master Agreement (this "Master Agreement").

**1. TERM**

This Master Agreement will begin upon the earliest date indicated in the Master Agreement Period table below ("Effective Date") and will continue in full force and effect for the period(s) set forth below ("Term").

**2. SUBSCRIBED PRODUCTS AND COMMITMENT**

Customer elects to subscribe to the Products identified in the table(s) below during the Term. In exchange for access to the Products, Customer will pay to LN the Monthly or Annual Commitment amounts and, if applicable, one-time charges set forth in the Product Riders. Customer shall also be responsible for any such other transactional charges as are set forth in the Product Riders to this Master Agreement.

**3. PRODUCTS AND PRICING**

**Online Service Product**

**3.1. ONLINE SERVICE PRODUCTS**

| Product(s) & Pricing for 'ONLINE SERVICE' - STAFF ONLY <input type="checkbox"/> N/A <input type="checkbox"/> |               |           |
|--|---------------|-----------|
| Total # Government Professionals:  | Billgroup #:  |           |
| Preferred Pricing Materials  | Source/Menu # | Shepards® |
|  |               |           |
|  |               |           |
|  |               |           |
|  |               |           |
|  |               |           |
|  |               |           |
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|  |               |           |

  

| Product(s) & Pricing for 'ONLINE SERVICE'<br>Staff on Behalf of Inmate <input checked="" type="checkbox"/> Inmate Access <input checked="" type="checkbox"/> N/A <input type="checkbox"/> |                        |           |
|---|------------------------|-----------|
| Total # Terminals: 1200   | Billgroup #: 10000JN1C |           |
| Preferred Pricing Materials   | Source/Menu #          | Shepards® |
| National Primary Plus   | 1011510                | Full      |
| Corrections Library   | 1521290                |           |
| Texas Practice Library  | 1010629                |           |
|   |                        |           |
|   |                        |           |
|   |                        |           |
|   |                        |           |
|   |                        |           |
|   |                        |           |
|   |                        |           |

| Customer IP Address |            |
|---------------------|------------|
| Location            | IP Address |
|                     |            |
|                     |            |
|                     |            |
|                     |            |



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| ONLINE ACCESS Staff User Name(s) List |                         |
|---------------------------------------|-------------------------|
| ID Holder Name                        | ID Holder Email address |
|                                       |                         |
|                                       |                         |
|                                       |                         |
|                                       |                         |
|                                       |                         |

| ONLINE ACCESS Order Periods |           |    |            | Monthly Commitment <input checked="" type="checkbox"/> | Annual Commitment <input type="checkbox"/> |
|-----------------------------|-----------|----|------------|--|--|
| Beginning                   | 11/1/2022 | to | 10/31/2023 | \$ 1000  |  |
| Beginning                   | 11/1/2023 | to | 10/31/2024 | \$ 1000  |  |
| Beginning                   |           | to |            | \$   |  |
| Beginning                   |           | to |            | \$   |  |
| Beginning                   |           | to |            | \$   |  |

\*\*per email string, department would rather pay annually



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**4. INCORPORATED TERMS**

The Product Riders and Master Agreement Terms attached hereto are material terms of this Master Agreement and are incorporated herein and made a part hereof. In addition, the Online Products are subject to the Terms & Conditions of use for the LexisNexis Services which may be viewed and printed at: <https://www.lexisnexis.com/en-us/terms/LACommercial/terms.page> (the "General Terms").

**AGREED TO AND ACCEPTED BY:**

|                                       |   |
|---------------------------------------|---|
| <b>Customer:</b>                      | <b>Collin County Sheriff's Office</b>   |
| [MUST BE COMPLETED BY CUSTOMER]       |   |
| <b>Authorized Customer Signature:</b> | DocuSigned by:<br><br><small>8195959E82F645E...</small> |
| <b>Printed Name:</b>                  | Michelle Charnoski  |
| <b>Job Title:</b>                     | Purchasing Agent  |
| <b>Date:</b>                          | 10/4/2022   |
| <b>Customer Notice Address:</b>       |   |
| <b>Attn:</b>                          |   |

|                                 |  |
|---------------------------------|--|
| <b>LN:</b>                      |  |
| [MUST BE COMPLETED BY LN]       |  |
| <b>Authorized LN Signature:</b> |  |
| <b>Printed Name:</b>            |  |
| <b>Job Title:</b>               |  |
| <b>Date:</b>                    |  |



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| <b>CUSTOMER INFORMATION (Please type or print):</b>  |                       |                        |                              |
|--|-----------------------|------------------------|------------------------------|
| 1. Organization Name (Full Legal Name): <b>Collin County Sheriff's Office</b>  |                       |                        |                              |
| 2. Physical Address: <b>4300 COMMUNITY BOULEVARD COUNTY JUSTICE CENTER</b>   |                       |                        |                              |
| City: <b>MCKINNEY</b>  |                       | State: <b>TX</b>       | Zip: <b>75071</b>            |
| 3. County: <b>COLLIN</b>   |                       | 4. Country: <b>USA</b> |                              |
| 5. Telephone Number: _____   |                       | 6. Fax Number: _____   |                              |
| 7. Invoice Address (email and physical address): _____   |                       |                        |                              |
| 8. Name of Contact, Telephone Number and Email Address for the following:  |                       |                        |                              |
| Overall Installation:  | <b>Lt. Chris Gann</b> | <b>972-547-5210</b>    | <b>cgann@co.collin.tx.us</b> |
| Billing:   | _____                 | _____                  | _____                        |
| Policy/Legal   | _____                 | _____                  | _____                        |
| Notification:  | _____                 | _____                  | _____                        |
| Scheduling/Training:   | _____                 | _____                  | _____                        |
| 9. Tax Exempt: <input checked="" type="checkbox"/> Yes (attach Sales Tax Exemption Certificate) <input type="checkbox"/> No                    |                       |                        |                              |
| 10. Organization Address: _____ Web _____  |                       |                        |                              |
| 11. <input type="checkbox"/> If this box is checked, then Customer has requested to be billed and will pay for a whole Order Period at a time. |                       |                        |                              |



## LEXISNEXIS® PRISON SOLUTIONS MASTER AGREEMENT

### MASTER AGREEMENT TERMS

The following terms (the “**Master Agreement Terms**”) apply to all Products included in this Master Agreement.

#### 1. Pricing; Payment

- 1.1. Pricing listed in this Master Agreement does not include any applicable taxes, which shall also be due from Customer (if applicable).
- 1.2. 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 legal rate permitted under applicable state or local law or regulation). Additionally, LN shall have the right to terminate this Master Agreement and retain all sums paid by Customer. Customer shall be responsible for collection costs including, but not limited to, collection agency fees, reasonable attorneys’ fees and court costs.
- 1.3. If Customer is a government agency or body, if sufficient funds are not appropriated to Customer for any current or future fiscal period, then Customer may terminate this Master Agreement on the last day of the next full calendar month upon ten (10) days prior written notice to LN. Customer shall be responsible for all amounts due up to the date of termination. In addition, for Customer to exercise this option, they must certify and warrant in writing to LN, under penalty of perjury, that sufficient funds have not been appropriated for these particular prison services for the current or next fiscal year.

#### 2. Term and Termination

- 2.1. The Term of this Master Agreement is specified above and will end on the last day of the last Order Period, defined above as the Term.
- 2.2. Notwithstanding anything to contrary set forth in Section 5.2 of the General Terms, Customer may not terminate this Master Agreement during the Term; provided however, either party may terminate this Master Agreement during the Term for a material breach by the other. 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. If such breach remains uncured 30 days after the aforementioned breach notice is given, the non-breaching party may terminate immediately upon written notice. If Customer terminates this Master Agreement pursuant to this Section, then Customer will pay all charges incurred up to the date of termination.
- 2.3. LN may terminate this Master Agreement immediately upon written notice to Customer in the event: (i) any subcontracting agreement between LN and its third party suppliers expires or is terminated, (ii) any LN supplier becomes insolvent or makes an assignment for the benefit of creditors, or (iii) any LN supplier is unable or fails to perform the services that are required in order for LN to perform their obligations hereunder. Notwithstanding anything to the contrary in this Master Agreement, LN may suspend or discontinue providing the Product to Customer or its Authorized Users (in whole or part) without notice and pursue any other remedy legally available to it if Customer fails to comply with any of Customer’s obligations hereunder.
- 2.4. Notwithstanding the above, if the Customer is not a government entity, then the Customer may terminate this Master Agreement upon written notice to LN if (i) the governmental body for whom the Customer is operating the prison (“Government Entity”) stops using the facilities attributable to this Master Agreement, or (ii) Government Entity determines, in an official certified statement, supplied to Customer, that the LN services covered in this

Master Agreement do not meet the requirements of the Agreement or applicable law or regulation.

3. **Order of Precedence.** If there is a conflict between terms of different parts of this Master Agreement, the conflicting terms will be interpreted as narrowly as possible in the area of the conflict and the conflict will be resolved by giving precedence to the documents in the following descending order: (1) the Master Agreement Terms unless an exception is specifically identified in a Product Rider and (2) specific Product Terms in the applicable Product Rider for each included Product (applied separately to the applicable Product) and (3) the General Terms

#### 4. Miscellaneous

- 4.1. Subject to any state and/or local open records or freedom of information statutes or rules, this Master Agreement contains confidential pricing information of LN. However, if Customer receives a legitimate freedom of information request, then it shall provide LN with immediate written notice of such request and give LN the ability to challenge the request prior to any such disclosure by Customer. This Section will survive the termination or expiration of this Master Agreement.
- 4.2. If LN accepts an order for a Product 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 Master Agreement.
- 4.3. 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 Product. Furthermore, this Master Agreement may not be supplemented, modified or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated. 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.
- 4.4. Customer, excluding inmate/prisoner users, are neither identified on, nor shall it provide access to the Product(s) to any individuals or entities identified on, (a) OFAC’s list of Specially Designated Nationals (“SDN List”), (b) the UK’s HM Treasury’s Consolidated List of Sanctions Targets, (c) the EU’s Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, (d) any other applicable sanctions lists, or (e) any person 50 percent or more owned, directly or indirectly, individually or in the aggregate by a person(s) identified in (a) through (d).
- 4.5. This Master Agreement contains the entire agreement between the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations on that subject matter. This Master Agreement may be amended only by a writing signed by both parties. Notwithstanding the foregoing, LN may change the license terms immediately upon written notice to Customer. If any changes are made to this Master Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against Customer or its Authorized Users but will apply to all similarly situated LN customers using the Product or the Materials therein (as



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- applicable). Customer may terminate this Master Agreement upon written notice to LN if any such change to terms and conditions is unacceptable to Customer. For termination to be effective under this Section, written notice of termination must be provided to LN within 90 days of the effective date of the change. Continued use of the Product following notice of the change shall constitute its acceptance of the change.
- 4.6. The failure of LN or any third party supplier 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.
  - 4.7. Each third party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.
  - 4.8. This Master Agreement shall be governed by and construed in accordance with the laws of the State of Texas regardless of the law that might otherwise apply under applicable principles of conflicts of law.
  - 4.9. This Master Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Master Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this Master Agreement.
  - 4.10. Neither Customer nor any Authorized User may assign rights or delegate duties under this Master Agreement without the prior written consent of LN, which consent shall not be unreasonably withheld. This Master Agreement and pricing herein is preferred pricing that is based on the overall characteristics that the listed customer has represented and the Products subscribed to hereunder. This Master Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
  - 4.11. All legal notices required under this Master Agreement must be delivered via written communication delivered to Customer at the notice address set forth in Customer's signature block and to LN to the following address: LexisNexis, a division of RELX Inc., Attn: Chief Legal Officer, 9443 Springboro Pike, Miamisburg, OH 45342. For purposes of this Section 4.11, legal notices include (i) an allegation of breach or failure to perform any obligation under this Master Agreement, (ii) any threat to initiate litigation, arbitration, or other legal or administrative proceedings, (iii) a request for a waiver or modification of terms of this Master Agreement, or (iv) a request for indemnification. A party may update its notice address by delivering written notice of the change to the other party in accordance with this section. All legal notices must be delivered by a method providing for proof of delivery. Any such notice or request will be deemed to have been given on the date of receipt. Notwithstanding the foregoing, LN may give routine Product notices (e.g., information regarding a Product's features, content, or other enhancements or changes) via regular U.S. mail, email, as noted in the General Terms or other delivery means reasonably aimed at providing effective delivery. LN may also provide updates to the "Additional Terms" as defined in the General Terms, by displaying the changes electronically in the Online Services.

**LEXISNEXIS® PRISON SOLUTIONS  
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RIDER TO LEXISNEXIS® PRISON SOLUTIONS**

The following additional terms apply to Customers Use of the Online Service Product:

- OS. 1.** Access; LN IDs and Authorized Users
- OS 1.1. Staff Access
- OS. 1.1.1. This Section relates to the Customer's Billgroups and locations (the "Staff on Behalf of Inmates Participating Billgroups," the "Staff Only Participating Billgroups," collectively, the "Staff Participating Billgroups") set forth in this Master Agreement and the Authorized Users under the Staff Participating Billgroups.
- OS. 1.1.2. For Staff Participating Billgroups, an "Authorized User" is restricted to mean only individuals to whom Customer assigns an LN identification number under a Staff Participating Billgroup ("LN ID"). Such Authorized Users may only be Customer's employees, temporary employees, and authorized contractors.
- OS. 1.1.3. Customer agrees that each LN ID may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. Customer will manage its roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User no longer works for Customer or Customer otherwise wishes to terminate the Authorized User's access to the Online Services. Customer is responsible for all use of the Online Services accessed with LN IDs, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Subscriber's employees. Customer will implement policies and procedures to prevent unauthorized use of LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.
- OS. 1.1.4. Customer certifies that on the date this Master Agreement is signed by Customer there are the number of staff professionals specified in this Master Agreement (the "Reference Number") in Customer's organization. Upon the request of LN, Customer will recertify to the Reference Number.
- OS 1.2. Inmate Access
- OS. 1.2.1. This Section relates only to the Customer's Billgroups and locations (the "Inmate Participating Billgroups") set forth in this Master Agreement and the Authorized Terminals under the Inmate Participating Billgroups.
- OS. 1.2.2. "Authorized Terminals" means an individual computer (e.g., individual laptop, individual tablet, workstation, etc.) kiosk or dumb terminal for which there is embedded an LN identification number to access the LN Online Services under an Inmate Participating Billgroup ("LN ID"). For Inmate access, "Authorized Users" are restricted only to Customer's employees and inmates under Customer's control and supervision accessing and using the Online Services via the Authorized Terminals.
- OS. 1.2.3. Customer is responsible for all use of the Online Services accessed via the Authorized Terminals, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Customer's employees and inmates. Customer will implement policies and procedures to ensure compliance with the General Terms, prevent unauthorized use of the Authorized Terminals and LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

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- OS. 1.2.4. Customer certifies there are only up to the number of Authorized Terminals listed in the Master Agreement that are available for inmates to access and use the LN Online Services. Customer agrees that pricing provided to Customer depends in part on the number of Authorized Terminals. At the request of LN from time to time, Customer will re-certify in writing the then-current number of Authorized Terminals. If there is a change in the number of Authorized Terminals during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Customer, increase or decrease the commitment listed above by an amount that does not exceed, on a percentage basis, the change in the number of Authorized Terminals. In this Master Agreement, Customer will list the total number of facilities (unique locations) and total inmate population for all facilities. Customer hereby certifies that each LN ID may only be used by the Customer facility and Authorized Terminal to which it is assigned and may not be shared with or used by any other facility or on any other Authorized Terminal.
- OS. 1.2.5. Access to the Product will not include any email, fax, external or internal communication options or download capabilities to address security concerns inherent in allowing inmates to access and use online services via the Internet.
- OS. 1.2.6. The parties acknowledge certain security concerns inherent in allowing prisoners to access and use the LN online services via the Internet. Accordingly, during the Term, Customer shall implement and maintain certain online security standards such as using equipment and system settings that block an inmate's use of: (i) navigation Universal Resource Locators ("URLs") outside of intended product scope; (ii) manipulation of URL strings through the product browser; and (iii) web email links. Customer is responsible for limiting access to servers and URLs defined by LN and such servers and URLs may be changed from time to time by LN. Customer will make changes as needed or requested, but will maintain the responsibility of an inmate's access through its system. Customer shall maintain industry standard online security procedures and in the event such standards vastly improve, then Customer will use reasonable commercial efforts to meet or exceed such standards with respect to use of the LN services. LN may require a third party facility security assessment before service is started or re-instatement of service after a security issue. LN may require a first party security questionnaire be completed before service is started as stated in this Master Agreement.
- OS. 1.2.7. Customer will provide to LN the Internet Protocol address(es) ("IP Address(es)") available for each facility location that will be accessing the LN services in the table on the Configuration and Pricing Sheet. LN may periodically and at request of Customer review failed authentication reports of these IP Address(es) or monitor them to assure that correct materials of the Online Services are being accessed by only those locations authorized or any access to unauthorized websites or email services.
- OS. 1.2.8. Customer agrees that they are providing access specifically for inmates only and that no other LN service(s) may be used by, or on, behalf of an inmate. If Customer has normal accounts outside of inmate access, Customer must maintain a separation of accounts. It is also agreed that Customer shall not provide any inmate the authentications credential(s) (this includes just the product ID without a password) or access to any electronic or paper records that provide LN billing information.