





**Order for
LexisNexis Digital Library and/or
Multi-Year Print Agreement (with Automatic Renewal)**

"Subscriber" (or "You" or "Your", in uppercase or lowercase): Collin County Law Library	"LN" (or "We" or "Us"): LexisNexis, a division of RELX Inc.
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You agree to purchase or license from Us, the LN products and services elected below (each a **"Publication Service"**). Your use of, and access to, the Publication Service is expressly subject to the terms and conditions set forth in this Order (including the Riders) and at <http://www.lexisnexis.com/en-us/terms/publications-services-agreement.page> (the "Pub. Svcs. Terms") which are incorporated herein by reference and which collectively with this Order (including the Riders) are referred to as this "Agreement". LN and Subscriber are also parties to an agreement having Contract Number DIR-LGL-CALIR-01A. All capitalized terms not otherwise defined in this Order have the meaning given to them in the Pub. Svcs. Terms. Those publications subscribed to by you from us prior to this Agreement on an auto-renewal basis or other auto-renewal terms shall continue in effect and shall not be affected by this Agreement unless expressly specified in this Agreement.

Closed Offer Date: The terms in this Agreement are subject to change if Subscriber has not submitted a signed Agreement by 10/31/23.

1. Term.

1.1 The term of this Agreement will commence on the date this Agreement has first been accepted by both parties and will continue for the following periods (each a **"Commitment Period"**) (check the appropriate one for each Year) :

"Year 1": <input type="checkbox"/> 12 months after Year 1 Start Date (only check this box if ordered Digital Library) or <input checked="" type="checkbox"/> 10/1/2023 to 9/30/2024:
"Year 2": <input type="checkbox"/> the 12 months immediately following Year 1 or <input checked="" type="checkbox"/> 10/1/2024 to 9/30/2025 or <input type="checkbox"/> N/A:
"Year 3": <input type="checkbox"/> the 12 months immediately following Year 2 or <input checked="" type="checkbox"/> 10/1/2025 to 9/30/2026 or <input type="checkbox"/> N/A:
"Year 4": <input type="checkbox"/> the 12 months immediately following Year 3 or <input checked="" type="checkbox"/> 10/1/2026 to 9/30/2027 or <input type="checkbox"/> N/A:

(collectively, the **"Term"**).

1.2 **"Start Date"** is a defined term that applies only if a Digital Library is ordered, and if so, is the earlier of the first day of the first calendar month: (i) during which you initially have access to the Development Site or (ii) which occurs (i.e., is current) 30 days after this Agreement is fully executed by both parties.

1.3 This Agreement may be terminated during the Term for a material breach that remains uncured for more than 30 days after the breaching party receives written notice from the non-breaching party identifying the specific breach. If this Agreement is properly terminated during a Commitment Period in which funds are due to LN, then LN will prorate annual commitment amounts for such Commitment Period. The basis of such proration shall be the number of full or partial months this Agreement is in effect during such Commitment Period divided by 12.

2. ELECTED SERVICES AND COMMITMENT

Subscriber elects the following products and services by checking all applicable boxes below:

DIGITAL LIBRARY AND MULTI-YEAR PRINT

DLMYP 2.1: These Clauses 2.1 through 2.6 amend the Pub. Svcs. Terms with respect to the Digital Library And Multi-Year Print product offering described below.

DLMYP 2.2: During the Term, LN grants you the right to access the Digital Library for use on your Authorized Users' computers and supported mobile devices. **"Authorized Users"** refers to your U.S.-based employees, temporary employees, contractors and (in case of academic institutions) faculty and currently enrolled students that you authorize (or permit) to access any Publication Service. You will also have the ability to acquire content directly from OverDrive (the **"OverDrive Content"**). Any access to or use of the OverDrive Content is subject to the separate financial arrangement between you and OverDrive and LN disclaims any and all liability for the OverDrive Content. You will be billed for the OverDrive Content directly by OverDrive.

DLMYP 2.3: LN will begin creating your Digital Library after this Agreement becomes binding on both parties. There will be a set-up period of approximately four weeks before you will have access to the Digital Library. You will be invoiced monthly for the commitment amounts for the Digital Library (Application Services Fee and Digital Library eBooks and (if applicable) the Law School Publishing eBooks).

DLMYP 2.4: For access to the Digital Library during the Initial Term, you will pay to LN the following Commitment Amounts:

Commitment Period	Digital Library eBooks (Rider No. 1) Commitment	Application Service Fee Commitment	Total Commitment (Digital Library)
Year 1			
Year 2			
Year 3			
Year 4			

The Digital Library eBooks Commitment Amounts may be adjusted over the Term as Permitted Adjustments (defined below) and permitted adjustments to the Preferred Customer Discount are made. All Digital Library eBooks are provided on a Service Subscription basis.

Subscriber elects the following entitlement model for the Digital Library eBooks:

Single Copy/Single User

Digital Library eBook titles licensed hereunder shall be subscribed to and entitled to on a per unit basis (e.g., subscriptions of 2 copies will entitle 2 copies), with the number of units as listed on Rider 1; provided however, that if Subscriber pays for 4 or more copies of the same title, then the copy entitlement shall be set to allow simultaneous access by Subscriber's Authorized Users.

 Simultaneous Access

Digital Library eBook titles shall be set to allow entitlement on a simultaneous access basis for use by Subscriber's Authorized Users as listed on Rider 1, provided however that if Permitted Adjustments (as defined below) to the titles or quantities are made, then the following rules will apply:

- (a) Any cancellation of a Digital Library eBook title shall be a cancellation of access to that Digital Library eBook title in its entirety.
- (b) You may purchase entitlements for cancelled Digital Library eBook titles in Year 1 or thereafter on a single user entitlement per copy basis. To restore simultaneous access for such re-purchased Digital Library eBook titles, you must repurchase a whole number quantity of such title at the then-current list price, such that the total spent on that Digital Library eBook title for all quantities now meets or exceeds the price paid when cancelled.
- (c) Any new Publications added in Digital Library eBook format must be added in a quantity of at least 4 to get simultaneous access entitlement. A "new" Publication is one to which Subscriber has not subscribed in any form of media within the past twelve (12) months.

Notwithstanding the copy entitlements described herein, Publications from The Florida Bar, CSC, ABA, AHLA, ALM, some state code titles, and certain other licensed publications may be excluded from one or both of these models. If you have selected Simultaneous Access above, some Publications may only be made available to you on a single copy/single user basis. For a complete list of Publications excluded, please ask your representative.

LN reserves the right to adjust your Year 1 quantities for Rider 1 (including those that may satisfy entitlement qualifications) based on actual quantities purchased at any time in the last 12 months (versus quantities subscribed to during the negotiation of this Agreement).

DLMYP 2.5: "Matching Print" is any Non-Digital Library Publication to which you subscribe when you have also subscribed to that Publication in a Digital Library eBook format and quantity during the same period.

Single Copy/Single User

If Single-Copy/Single User model is checked above, then your "Matching Discount" shall be in the percentage amounts that follow off of then-current LN list price: Year 1: %; Year 2: %; Year 3: %; Year 4: % which shall apply to up to the quantity of each Digital Library eBook title listed on Rider 1.

Simultaneous Access

If Simultaneous Access model is checked above, then your **Matching Discount** shall be 100%. You may apply this Matching Discount on no more than the number listed as **Maximum Matching Print Quantities** in the column on Rider 1. This number is calculated as 60% of the quantity of each Digital Library eBook title to which your Simultaneous Access is based, and any fractional quantities are rounded. Any additional copies you elect to purchase will be priced at then-current upkeep prices minus any discounts you may have been receiving in acknowledgement of your LN online contract on such titles immediately before this Agreement was signed.

The Matching Discount is provided for the Term of this Agreement in recognition of your adoption of the Digital Library. ABA, ALM, some state code titles, and certain other licensed publications are excluded from the Matching Discount. For a complete list of Publications excluded from the Matching Discount, please ask your representative.

DLMYP 2.6: LN will provide you with **Print without Matching Discount** as listed on the attached **Rider 2**. In exchange for the Publications listed on Rider 2, you will pay to LN the annual Commitment Amount of \$ _____ for **Service Subscriptions** and \$ _____ (Estimated) for **Non-Service Subscriptions** for such Publications for Year 1. In subsequent years of the Term, the Commitment Amounts for Service Subscriptions for Publications without Matching Discount are subject to a _____% fixed annual increase, and the Commitment Amounts for Non-Service Subscriptions without Matching Discount will receive an additional 5% discount on all Updates (defined below).

 MULTI-YEAR PRINT ONLY

MYP 2.1: These Clauses 2.1 through 2.3 amend the Pub. Svcs. Terms with respect to the Multi-Year Print product (without ordering a Digital Library) offering described below. You will be invoiced annually for the commitment amounts for your Multi-Year Print products under this Agreement.

MYP 2.2: Service Subscriptions. The Publications that you are renewing or ordering pursuant to this Agreement that are classified as "Service Subscriptions" are detailed in the attached **Rider No. 1**. The first year Service Subscription Total is \$45,183. The Service Subscription Total will be subject to an annual increase of 5%.

MYP 2.3: Non-Service Subscriptions. The Publications that you are ordering pursuant to this Agreement that are classified as "Non-Service Subscriptions" are detailed in the attached **Rider No. 1**. The estimated first year Non-Service Subscription Total is \$2337. During the Initial Term, LN will provide a 5% discount on all Updates for the non-service publications listed on Rider 1.

3. PREFERRED CUSTOMER STATUS, PUBLICATION CHANGES, AND THRESHOLD SPEND AMOUNT.

3.1 Due to your overall annual spending level on all Publications provided herein as well as the other products and services provided by LN (or its affiliate Matthew Bender & Company, Inc.) even if not mentioned herein ("**All LN Products**") as determined based on the 12 months prior to the date this Agreement is executed by you, you are considered a "**Preferred Customer**" of LN and will receive special

pricing for Publications included herein. If your overall annual spending level for All LN Products decreases significantly during the Term, you may no longer be considered a Preferred Customer and LN reserves the right to adjust the pricing to reduce or eliminate the Preferred Customer discount upon 30 days written notice to you.

3.2 During Year 1 of this Agreement, you will subscribe to the Publications listed on the attached Riders 1 and 2. After Year 1 of this Agreement and subject to Section 3.3 below, you may elect to substitute or change the Publications listed in the attached Riders 1 and 2 only once per Year upon 45 days prior written notice to LN to be effective as of the start of the next Commitment Period, as the case may be (“Permitted Adjustments”).

3.3 90% of your Year 1 Commitment Amounts as listed on the attached Riders 1 and 2 are collectively the “Threshold Spend” amount. Your substitutions for Publications of greater value or adding of Publications shall require you to pay the Threshold Spend amount plus the increased total amount over the Threshold Spend. Your substitutions for Publication of lesser value or removal of Publications shall require you to continue to pay the Threshold Spend.

4. Service Subscriptions and Non-Service Subscriptions

Publications that you are renewing or ordering pursuant to this Agreement are classified as Service Subscriptions or Non-Service Subscriptions as are detailed in the attached Riders, which are incorporated herein by reference. You will be invoiced for Non-Digital Library Publications as follows: Service Subscriptions will be billed at the start of each Commitment Period and each Renewal Term, and Non-Service Subscriptions will be shipped and billed as releases become available.

4.1 **“S” Service Subscription** -Price includes product and Updates published during the indicated service period (minimum 30 days) at no additional charge except tax, shipping and handling where applicable.

4.2 **“NS” Non-Service Subscription** - Price includes product only, plus any updates published within 30 days of purchase or as otherwise indicated. You will receive and be billed for future updates outside of the 30-day period without any action on your part. Estimated prior year prices and update frequency are shown with the description of each title. Non-Service Electronic Publications will be updated via automatic shipment to you, or by LN either pushing the Update to you electronically or notifying you that an Update is available for download.

4.2.1 Unless otherwise indicated, pricing (including any grand total, retail price, or other pricing) does not include tax or shipping and handling, which will be charged and due at the then current rates. Shipping and handling amounts will be invoiced separately or will be included in your final invoiced amount. If you have chosen a monthly billing option, shipping and handling charges will be prorated over the term of the subscription and billed accordingly.

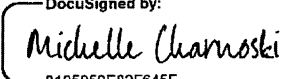
4.2.2 By placing an order, you agree you have been advised of the number of Updates and the cost related to the Updates that were made to the Publications last year. Renewal and Update price estimates are based on prior year costs and do not reflect actual costs associated with future renewal and Updates, which will likely include an increase over prior year’s subscription price. The number of Updates and the upkeep costs may vary due to developments in the law and other publishing issues, but you may use this as a rough estimate of future shipments. You may call for Support at 800-833-9844 for additional information on Update frequency and price.

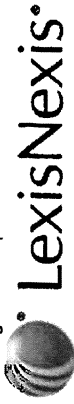
5. Confidential Information. This Agreement contains confidential information, including pricing information, of LN (the “Confidential Information”). You understand that disclosure of Confidential Information could cause competitive harm to LN. You agree to receive and maintain the Confidential Information in trust and confidence and to take reasonable precautions against its disclosure to any third person.

6. You grant to LN and its affiliates permission to identify you as a subscriber to the Digital Library (if ordered).

7. This Agreement is subject to acceptance by LN, which acceptance may be evidenced by signature or by providing access to the Publication Services or otherwise initiating its performance under this Agreement.

Agreed to and accepted by:

“Subscriber”: Collin County Law Library	
[MUST BE COMPLETED BY YOU]	
Authorized Subscriber Signature:	DocuSigned by:  8195959E82F645E...
Printed Name:	Michelle Charnoski
Job Title:	Purchasing Agent
CC# 2023-1007-10-09	“Signature Date”: 10/10/2023
Number of Authorized Users for Digital Library:	



**Rider No. 1 for
MultiYear Agreement for Print**
Between
LexisNexis, a division of Reed Elsevier, Inc.
and
Collin County Law Library

SERVICE SUBSCRIPTIONS

City	Account #	ISBN	Pub Number	Title Description	Media Type	1st Year Renewal Price
Mckinne	0085246120	9780820510996	00099	Prosecution & Defense of Forfeiture Cases Full Set W/Svc	Print	\$ 1,380
Mckinne	0085246120	9780820511047	00104	Defense of Speeding Reckless Driving Full Set W/Svc	Print	\$ 1,902
Mckinne	0085246120	9780820512495	00249	Defense of Narcotics Cases Full Set W/Svc	Print	\$ 1,258
Mckinne	0085246120	9780820512754	00275	Erwin, Defense of Drunk Driving Full Set W/Svc	Print	\$ 3,040
Mckinne	0085246120	9780820513348	00334	Immigration Law & Procedure:Desk Edition Set W/Service	Print	\$ 869
Mckinne	0085246120	9780820515625	00562	Prosecution & Defense of Sex Crimes Full Set W/Svc	Print	\$ 1,085
Mckinne	0085246120	9780820517056	00705	Tx Family Law Practice & Procedure Full Set W/Service	Print	\$ 2,778
Mckinne	0085246120	9780820517063	00706	Tx Torts and Remedies Full Set W/Svc	Print	\$ 3,666
Mckinne	0085246120	9780820517087	00708	Tx Probate Estate & Trust Administration Full Set W/Svc	Print	\$ 1,548
Mckinne	0085246120	9780820517124	00712	Tx Criminal Practice Guide Full Set W/Svc	Print	\$ 4,738
Mckinne	0085246120	9780820517193	00719	Texas Litigation Guide Full Set W/Service	Print	\$ 9,159
Mckinne	0085246120	9780820517278	00727	Tx Transaction Guide Full Set W/Svc	Print	\$ 7,962
Mckinne	0085246120	9780769826776	04137	Shepard's Tx Citations All Inclusive Subscription 1x	Print	\$ 5,798
First Year Service Subscription Total						\$ 45,183



**Rider No. 1 for
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and
Collin County Law Library

NON-SERVICE SUBSCRIPTIONS

City	Account #	ISBN	Pub Number	Title Description	Media Type	Est. No. of Updates/Yr	Est. Y1 NS List Upkeep Cost Per	QTY	Est. Y1 NS Extended Cost
Mckinne	0085246120	0005600350005	60035	Pretrial Motions in Criminal Prosecutions Standing Order	Print	2	\$ 396	1	\$ 376
Mckinne	0085246120	0005611750009	61175	Sexual Assault Trials Standing Order	Print	1	\$ 344	1	\$ 327
Mckinne	0085246120	0005623800006	62380	Scientific Evidence Standing Order	Print	1	\$ 237	1	\$ 225
Mckinne	0085246120	0005630500005	63050	Courtroom Crim Evidence Standing Order	Print	1	\$ 384	1	\$ 365
Mckinne	0085246120	0005642410002	64241	Prosecutorial Misconduct Standing Order	Print	1	\$ 137	1	\$ 130
Mckinne	0085246120	9781632846211	64330	Federal Habeas Corpus Practice & Procedure 7th Edition	Print	1	\$ 204	1	\$ 193
Mckinne	0085246120	0005668900006	66890	Tx Evidentiary Foundation Standing Order	Print	1	\$ 273	1	\$ 259
Mckinne	0085246120	0005825510000	82551	Tx Drunk Driving Law Standing Order	Print	1	\$ 486	1	\$ 462
Est. First Year Non-Service Subscription Total									\$ 2,337



**DIGITAL LIBRARY AND/OR MULTI-
YEAR PRINT AGREEMENT
ADDENDUM**

State & Local Government

This Agreement Addendum (this "Addendum") amends and supplements the terms of the Publication Service agreement between LexisNexis, a division of RELX Inc. ("LN") and Collin County, a city, state, county or other local government agency ("Subscriber"). The Agreement shall consist of the Order (including the Riders), the LexisNexis Publication Services Terms and Conditions viewable at <http://www.lexisnexis.com/en-us/terms/publications-services-agreement.page> (the "Pub. Svcs. Terms"), which are incorporated into the Agreement by reference and made a part thereof (collectively the "Agreement").

1. **Term.** The term of this Addendum shall be coterminous with the Agreement.
2. **Governing Law; Applicable Law.** Notwithstanding anything to the contrary in the Agreement, the Agreement shall be governed by the law of the U.S. State in which Subscriber is located. LN agrees to comply with all applicable laws of Subscriber's State in the performance of its obligations under the Agreement. For the avoidance of doubt, the law of the U.S. State shall not be construed to apply any tribal law.
3. **Section 2.4 of the Pub. Svcs. Terms.** If Subscriber declines to utilize the Subscriber Documents feature as stated in Section 2.4 of the Pub. Svcs. Terms, and Subscriber provides LN written notice of such intention, LN will disable the Subscriber Documents Feature and Section 2.4 of the Publ Svcs. Terms shall not be applicable to Subscriber once disabled.
4. **Non-Discrimination.** LN does not, in the hiring of employees for the performance of work under the contract or any subcontract, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, discriminate against any citizen of the state of Ohio in the employment of a person qualified and available to perform work which the Agreement relates. Further, LN does not discriminate against, intimidate or retaliate against any employee hired for the performance of work under the Agreement on account of race, color, religion, sex, age, disability or military status as defined in 4112.01 of the Revised Code, national origin or ancestry.
5. **Non-Appropriation of Funds.** If funds are not appropriated or allocated for payment for the type(s) of services contemplated under the Agreement for any current or immediately subsequent fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any year of the Term upon no less than 30 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, in order to exercise this option, Subscriber shall certify and warrant in writing to LN, under penalty of perjury, that funds for the type(s) of services contemplated have not been appropriated to continue the Agreement for the current or immediately subsequent fiscal year. For a point of clarification, substituting the services provided by LN to another service provider under any circumstances is not grounds to exercise this option.
6. **Data Ownership.** Notwithstanding anything to the contrary in the Agreement, LN reserves all right, title and interest in and to the Digital Library Publications and any and all Materials made available through the Pub. Svcs. Terms. LN grants Subscriber only a limited, non-exclusive, non-transferable license to access and use the Digital Library Publications as set forth in the Pub. Svcs. Terms.
7. **Late Payments.** Any late payment provision is modified to state that Subscriber will pay late charges to the maximum legal rate under the applicable State Prompt Payment Act. All other references to interest or late charges are deemed struck.
8. **Limitation of Liability.** Subscriber, as a State entity, does not agree to assume the potential liability of LN. Accordingly, any limitation is null and void to the extent it precludes any action for injury to persons or for damages to personal property.
9. **Indemnity; Liquidated Damages.** Any provision in the Agreement requiring Subscriber to indemnify and hold LN harmless is deleted and replaced with a provision that requires Subscriber to be responsible for a breach of this Agreement solely to the extent permissible under State law. Any provision in the Agreement requiring LN to indemnify Subscriber is deleted and replaced with the



**DIGITAL LIBRARY AND/OR MULTI-
YEAR PRINT AGREEMENT
ADDENDUM**
State & Local Government

indemnification provision in the Pub. Svcs. Terms. Any provision providing for the payment of liquidated or cover damages is deleted.

10. **Warranties.** LN's warranties for the Publication Services are set forth in the Pub. Svcs. Terms. Any Subscriber provided provisions in the Agreement which sets forth additional warranties is deleted.
11. **Assignment and Subcontracting.** Notwithstanding anything to the contrary in the Agreement, LN shall have the right to assign the Agreement to an affiliate or to a successor by merger or to the transferee of substantially all of its stock or assets without Subscriber's prior written consent. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns. LN may also subcontract the performance of this Agreement so long as LN remains primarily liable to the State for the performance of its obligations hereunder. Any provision which attempts to prohibit LN from offshoring or outsourcing the services to be performed is deemed struck unless expressly accepted by LN in a separate writing.
12. **Confidential Information.** Notwithstanding anything in the Agreement to the contrary, this Agreement contains confidential information including pricing information, of LN (the "Confidential Information"). Subscriber understands that disclosure of Confidential Information could cause competitive harm to LN. Subscriber agrees to receive and maintain Confidential Information in trust and confidence and shall not disclose Confidential Information except in accordance with and only to the extent required by State Law.
13. **Miscellaneous.**
- 13.1 Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum.
- 13.2 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 Publication Service.
- 13.3 In the event of a conflict between the terms of the Agreement 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 Subscriber with access to the Publication Service.

AGREED TO AND ACCEPTED BY:

Subscriber: Collin County	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	DocuSigned by: <i>Michelle Charnoski</i> <small>0195250E02F645E...</small>
Printed Name:	Michelle Charnoski
Job Title:	Purchasing Agent
Date:	10/10/2023
CC# 2023-1007-10-09	

This Addendum is subject to acceptance by LN, which acceptance will be evidenced by providing access to the Publication Services or otherwise initiating its performance under this Agreement.

Price Estimates for Collin County Print Subscription

Y1 Service	\$45,183
Y1 Non-Service Estimate	\$2,337
Y1 Estimated Total*	\$47,520
Y2 Service	\$47,443
Y2 Non-Service Estimate	\$2,571
Y2 Estimated Total*	\$50,014
Y3 Service	\$49,816
Y3 Non-Service Estimate	\$2,828
Y3 Estimated Total*	\$52,644
Y4 Service	\$52,307
Y4 Non-Service Estimate	\$3,111
Y4 Estimated Total*	\$55,418

*Please note the prices provided above are estimates and don't include S&H. S&H will be added when invoiced.
This estimate spreadsheet is for budget planning purposes only and won't be incorporated into the executed MYA contract.

Grand Total **\$205,596**