

Addendum to Order Form ID Q-

Customer: Collin County Law Library

Account #: 1000645616

1. **Effect of Addendum.** The West Order Form, the underlying General Terms and Conditions, and other exhibits, schedules, addendums (collectively the “Agreement”) between you and West is amended as specifically set forth herein to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All terms used in this Addendum will have the meanings given to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.
2. **Modification to Order Form.** The following provision(s) are amended to this Order Form.
 - i. **Section 2. Charges, Payments & Taxes** are hereby amended as follows:

“You agree to pay all charges in accordance with Texas Government Code 2251.”
 - ii. The following provision is added to the Agreement:

“**Expenses for Enforcement.** In the event either Part hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney’s fees and court costs incurred in connection with such enforcement, including collection.”
 - iii. The following provision is added to the Agreement:

“**Modifications to the Agreement.** The following is added to or modified in the Agreement:

 - (a) **Severability:** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.”
 - (b) **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party’s reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a “Force Majeure Event”). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.”
3. All other terms and conditions of the Agreement will remain unchanged.

Please have this document signed by your authorized representative and returned to us along with the signed West Order Form.

**West Publishing Corporation,
d/b/a West, a Thomson Reuters business**

Accepted by: _____

Title: _____

Date: _____

Customer

Signed: _____

Name (please print): _____

Title: _____

Date: _____