



SLG  
**SUBSCRIPTION PLAN AMENDMENT  
 FOR PATRON ACCESS  
 (Electronic Consent)**

<b>"Subscriber"</b> : Hidalgo County Law Library	<b>"LN"</b> : LexisNexis, a division of Reed Elsevier Inc.
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This Subscription Plan Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Subscriber (the "Agreement"). This Amendment shall also serve as Subscriber's acceptance of the new General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at [www.lexisnexis.com/terms/general](http://www.lexisnexis.com/terms/general).

**1. TERM**

The term of this Amendment will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 5, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 4.1 (the "Term").

**2. AUTHORIZED USERS; LOCATION**

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" shall have the meaning set forth in the Agreement. In addition, the librarian will provide patrons access to the Preferred Pricing Materials (defined below). All access shall be limited to patrons using terminals (up to the specified number) at the location(s) listed below. Non-patrons of the library and inmates are prohibited from receiving access to and use of the Online Services under this Amendment. Remote access (e.g., via dial-up or other remote connection) is strictly prohibited.

PARTICIPATING BILLGROUP #	LOCATION (ADDRESS, CITY AND STATE)	# OF TERMINALS
TBD	100 N. Closner, Edinburg, TX	1

**3. MONTHLY SUBSCRIPTION CHARGE**

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

**4. PREFERRED PRICING MATERIALS AND CHARGES**

4.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), and subject to Section 4.3 below, the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*<sup>SM</sup> service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). At no additional charge, the Participating Billgroups may do offline printing and online printing of the Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a) National Primary	CDP000	Full
(b) TX MB	MBTX00	
(c)		
(d)		
(e)		

	COMMITMENT PERIOD(S)	MONTHLY COMMITMENT
Beginning	11/3/14 to 12/31/14	\$ 0
Beginning	1/1/15 to 12/31/15	\$ 1176
Beginning	1/1/16 to 12/31/16	\$ 1235
Beginning	1/1/17 to 12/31/17	\$ 1297
Beginning	to	\$

4.2 The Monthly Commitment may include a multi-media discount based on Subscriber's current print and/or CD-ROM subscriptions. In the event Subscriber discontinues any of its existing print or CD-ROM subscriptions, LN reserves the right to eliminate the multi-media discount and increase the Monthly Commitment.

4.3 During the Term, LN will review Subscriber's actual monthly use of the Preferred Pricing Materials calculated in accordance with the Price Schedule ("Actual Use"). In the event the Actual Use exceeds 15 times the Monthly Commitment for three consecutive months, LN reserves the right to increase the Monthly Commitment upon 30 days prior written notice to Subscriber. In the event of an increase pursuant to this Section 4.3, Subscriber's sole and exclusive remedy shall be termination of this Amendment upon 10 days prior written notice to LN. Subscriber must exercise the foregoing right of termination within 90 days of receipt of such notice of increase.

4.4 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials.

4.5 In exchange for the favorable pricing set forth in this Amendment, during the Term Subscriber agrees to maintain print, CD-ROM or similar products currently licensed to or provided to Subscriber by LN or its affiliated companies, or Subscriber must maintain an equivalent spending level for those products. If Subscriber's print, CD-ROM or similar products are not maintained or the spending level for those products declines, LN reserves the right to adjust the amounts payable under this Amendment upon at least 30 days prior written notice to Subscriber.

4.6 Subscriber shall permit LN to set-up its system to require each patron to scroll through screens as designated by LN from time to time, which screens shall include the "Terms and Conditions of use for the LexisNexis Services". Each patron must activate an "Accept" button following the terms and conditions before having access to the Preferred Pricing Materials. If the patron clicks on "Do Not Accept", "Cancel" or otherwise fails to click "Accept", then the patron shall not have access to the Preferred Pricing Materials.

#### **5. CLOSED OFFER**

The offer of LN contained herein is valid until 9/29/14. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

#### **6. CONFIDENTIAL INFORMATION**

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 6 will survive the termination or expiration of this Amendment.

#### **7. MISCELLANEOUS**

7.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

7.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the fourth Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 4.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

7.3 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

7.4 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

7.5 Subscriber's contact and technical information is set forth in the attached Schedule I.

7.6 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

**AGREED TO AND ACCEPTED BY:**

**HIDALGO COUNTY LAW LIBRARY**

SUBSCRIBER

**LexisNexis, a division of Reed Elsevier Inc.**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SCHEDULE I**

LN requires accurate IP information from the library to establish a connection to the Patron Access site ([www.lexisnexis.com/patronaccess](http://www.lexisnexis.com/patronaccess)). The technical contact at the library will need to set up static IP addresses on the patron access machines. Remember, there is a **6 terminal limit** for Patron Access.

Information needed to set up Patron Access:

**1. Law Library Name:**

Hidalgo County Law Library

**2. Name of Technical Contact at Law Library**

Angie Chapa

**3. Phone Number, email and availability of Technical Contact at Library**

956-318-2155

**Number of terminals in contract:** 1

For each Patron Access terminal:

1. Static IP address
2. LexisNexis at [www.lexis.com](http://www.lexis.com) ID
3. LexisNexis at [www.lexis.com](http://www.lexis.com) password

<b>Terminal 1</b> Static IP Address: _____ ID: _____ Password: _____	<b>Terminal 5</b> Static IP Address: _____ ID: _____ Password: _____
<b>Terminal 2</b> Static IP Address: _____ ID: _____ Password: _____	<b>Terminal 6</b> Static IP Address: _____ ID: _____ Password: _____
<b>Terminal 3</b> Static IP Address: _____ ID: _____ Password: _____	<b>Terminal 7</b> Static IP Address: _____ ID: _____ Password: _____
<b>Terminal 4</b> Static IP Address: _____ ID: _____ Password: _____	<b>Terminal 8</b> Static IP Address: _____ ID: _____ Password: _____



This Agreement Addendum (this "Addendum") amends and supplements the terms of the Online Services Agreement between LexisNexis, a division of Reed Elsevier Inc. ("LN") and Hidalgo County Law Library, a state or local government agency ("Subscriber"). The Agreement shall consist of Subscriber's agreement (the "State Contract"), if applicable, the LexisNexis General Terms and Conditions viewable at [www.lexisnexis.com/terms/general](http://www.lexisnexis.com/terms/general) (the "General Terms"), together with any other LexisNexis contract proposals or other contract documents, all of which are incorporated into the Agreement by reference and made a part hereof (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. **Non-Appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under the Agreement for any current or future fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any calendar month upon ten (10) 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, Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the current or next fiscal year.
4. **Data Ownership.** Notwithstanding anything to the contrary in the Agreement, LN reserves all right, title and interest in and to the Online Services and the Materials made available therein. LN grants Subscriber only a limited, non-exclusive, non-transferable license to access and use the Online Services as set forth in the General Terms.
5. **Right to Terminate; Termination for Cause.** Subscriber shall have the right to terminate the Agreement upon thirty (30) days' prior written notice to LN. In the event that Subscriber wishes to terminate the Agreement for cause, Subscriber will provide LN with written notice and a thirty (30) days period to cure the breach. The written notice shall state the nature of the breach with specificity.
6. **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.
7. **Limitation of Liability.** Subscriber, as a State entity, may 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.
8. **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 to the extent permissible under State law. Any provision in the Agreement requiring LN to indemnify Subscriber is deleted and replaced with the indemnification provision in the General Terms. Any provision providing for the payment of liquidated or cover damages is deleted.
9. **Warranties.** LN's warranties for the Online Services are set forth in the General Terms. Any provision in the Agreement which sets forth additional warranties is deleted.
10. **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.
11. **Audit Rights.** Subscriber shall have the right to audit the billing records of LN with respect to the provision of the Online Services under the Agreement as permitted by applicable State law. Subscriber shall provide LN with not less than ten (10) business days advanced written notice of any such audit.

12. **Confidential Information.** Notwithstanding anything in the Agreement to the contrary, the Agreement does not protect information that: (a) was in the recipient's ("Recipient") possession before receipt from the discloser ("Discloser"); (b) is independently developed or acquired by or for Recipient without use of Discloser's proprietary information; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; (d) was disclosed by Discloser to a third party not under an obligation of confidentiality; or (e) is or becomes available to the public through no fault of Recipient. LN agrees to employ industry standard security practices designed to minimize the introduction of malware or viruses and the threat of intrusion or hacking incidents. LN shall also comply with applicable data protection and breach laws in the performance of the Agreement. Accordingly, any provision in the Agreement which imposes specific security or encryption standards, or requires LN to provide notice of the release of confidential information within a set period of time is deleted.

13. **Contract Amendment.** All amendments, modifications, alterations or changes to the Agreement (excluding the General Terms which may be revised in accordance with Section 5.1 thereof), shall be in writing and signed by both parties.

14. **Miscellaneous.**

14.1 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.

14.2 In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum will control. In the event of a conflict between the various contract documents that comprise the Agreement, such conflicts shall be resolved in the following order: the General Terms shall control with regard to access and use of the Online Services, for all other purposes, the order of precedence shall be this Addendum, the State Contract, and then any other LN contract documents.

LN's acceptance of the terms of this Addendum shall be evidenced by its signature below or by providing Subscriber with access to the Online Services.

**AGREED TO AND ACCEPTED BY:**

**HIDALGO COUNTY LAW LIBRARY**

SUBSCRIBER

**LexisNexis, a division of Reed Elsevier Inc.**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



September 26, 2014

Angie Chapa  
Hidalgo County Law Library  
100 N. Closner Blvd.  
Edinburg, TX 78539

Ms. Chapa:

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Please contact me with any questions at 937-247-8083. Thank you.

Sincerely,

Sean Kardux

LexisNexis State & Local Government