



**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, or terminate this Agreement, 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**"). If Permitted Adjustments to the titles or quantities are made, then the following rules will apply:
- i. Any cancellation of a Digital Library eBook title shall be a cancellation of access to that Digital Library eBook title in its entirety.
  - ii. 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.
  - iii. Any new Publications added in Digital Library eBook format must be added in a quantity of at least 4 to get simultaneous use entitlement. Any new Publications added at a quantity of less than 4 will be given one user, one copy entitlement and are not entitled to the "Matching Discount" described above. A "new" Publication is one to which Subscriber has not subscribed in any form of media within the past twelve (12) months.
- 3.3. 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. **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.
5. 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:**

<b>"Subscriber": Hidalgo County Law Library</b>	
[MUST BE COMPLETED BY YOU]	
<b>Authorized Subscriber Signature:</b>	
<b>Printed Name:</b>	
<b>Job Title:</b>	
<b>"Signature Date":</b>	
<b>Number of Authorized Users for Digital Library:</b>	Public Law Library

Number of free  
print copies

Rider 1: Digital Library eBooks for Hidalgo County Law Library

rider created 7/12/2022 5:48

Pub	eBook ISBN	eBook Title	QTY_	Year1	Year 2	Year 3	Maximum Matching Print Qty
65985	9781632843920	Cross-Examination: Science and Techniques	UNL	\$517	\$533	\$548	1
00099	9781579111212	Prosecution and Defense of Forfeiture Cases	UNL	\$718	\$740	\$762	1
00334	9781579116514	Immigration Law and Procedure: Desk Edition	UNL	\$595	\$613	\$631	1
00370	9781579116903	Louisell & Williams, Medical Malpractice	UNL	\$1,973	\$2,032	\$2,093	1
00626	9781422480168	Larson's Employment Discrimination	UNL	\$2,499	\$2,574	\$2,651	1
00705	9781579118242	Texas Family Law Practice and Procedure	UNL	\$1,438	\$1,481	\$1,526	1
00706	9781579118259	Texas Torts and Remedies	UNL	\$1,739	\$1,791	\$1,845	1
00712	9781579118280	Texas Criminal Practice Guide	UNL	\$2,314	\$2,383	\$2,454	1
00719	9780327173267	Texas Litigation Guide	UNL	\$4,590	\$4,728	\$4,870	1
00727	9780327185543	Texas Transaction Guide: Legal Forms	UNL	\$4,059	\$4,181	\$4,306	1
01430	0009143012000	Texas Workers' Compensation Handbook	UNL	\$199	\$205	\$211	1
60210	0009602101306	Modern Child Custody Practice	UNL	\$458	\$472	\$486	1
63310	9780327183105	Corbin on Contracts Ebook	UNL	\$2,155	\$2,220	\$2,286	1
63350	0009633501205	Search and Seizure	UNL	\$188	\$194	\$199	1
82458	0009824581207	Criminal Trial Error and Misconduct	UNL	\$144	\$148	\$153	1
82533	9781663302441	Texas Courtroom Evidence	UNL	\$449	\$462	\$476	1
82551	9781663321589	LexisNexis Practice Guide: Texas Drunk Driving Law	UNL	\$342	\$352	\$363	1
82590	0009825901202	The Complete Guide to Mechanic's and Materialman's Lien Laws of Texas	UNL	\$329	\$339	\$349	1
Grand Total				\$24,707	\$25,448	\$26,211	

**Publications without Matching Discount SERVICE SUBSCRIPTIONS**

<i>City</i>	<i>Account #</i>	<i>ISBN</i>	<i>Pub Number</i>	<i>Title Description</i>	<i>Media Type</i>	<i>1st Year Renewal Price</i>
Edinburg	6462882001	9780769826776	04137	Shepard's Tx Citations All Inclusive Subscription 1x	Print	\$ 2,419
<b>First Year Service Subscription Total</b>						<b>\$ 2,419</b>

**Publications without Matching Discount NON-SERVICE SUBSCRIPTIONS**

<i>City</i>	<i>Account #</i>	<i>ISBN</i>	<i>Pub Number</i>	<i>Title Description</i>	<i>Media Type</i>	<i>Est. No. of Updates/Yr</i>	<i>Est. Y1 NS List Upkeep Cost Per</i>	<i>QTY</i>	<i>Est. Y1 NS Extended Cost</i>
Est. First Year Non-Service Subscription Total									\$ -



New Publication Incentive Addendum
For LexisNexis Multi-Year Publication Agreements

Table with 2 columns: 'Subscriber': Hidalgo County Law Library; 'LN': LexisNexis, a division of RELX Inc.

This Addendum ("Addendum") amends and supplements the terms of LexisNexis Digital Library And Multi-Year Print Agreement between LN and Subscriber, including any and all amendments thereto (collectively the "Agreement"), and the parties agree to the following:

If the Agreement includes a Digital Library, LN will provide Subscriber with a promotional discount of \$2,400 ("New Publication Incentive") to apply towards new Publications purchased in Digital Library eBook format.

The New Publication Incentive is only available for use during (check one, which period shall be the "New Publication Incentive Period"):

- Year 1 until December 25 or;
January 1 of the calendar year following the Year 1 Start Date to September 30 (only check if the Year 1 Start Date is between October 1 and December 31).

After the New Publication Incentive Period, any unused portion will be forfeited. To use Subscriber's New Publication Incentive, Subscriber must place orders with Subscriber's LN Account Representative and provide unique, Subscriber-specific promotional code ("Promotional Code") given by LN to Subscriber. The New Publication Incentive cannot be combined with any other promotions or discounts. A "new" Publication is one to which Subscriber has not subscribed in any form of media within the past twelve (12) months.

General Terms

This Addendum and the Agreement constitute the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotation on that subject matter. 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. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

Agreed to and accepted by:

Signature table with columns for Subscriber (Hidalgo County Law Library) and LexisNexis, a division of RELX Inc. Includes fields for Authorized Signature, Printed Name, Job Title, and Date.

THIS ADDENDUM DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. YOU MAY ACCEPT THIS ADDENDUM BY SIGNING ABOVE. LN MAY ACCEPT THIS ADDENDUM BY PROVIDING ACCESS TO THE PRODUCTS REFERENCED HEREIN OR OTHERWISE INITIATING ITS PERFORMANCE UNDER THIS ADDENDUM.



**LexisNexis Digital Library Additional Access Methods Addendum for State Government and Public Law Libraries**

<b>"Subscriber":</b> Hidalgo County Law Library	<b>"LN":</b> LexisNexis, a division of RELX Inc.
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This LexisNexis Digital Library Additional Access Methods Addendum ("Addendum") amends and supplements the terms of the LexisNexis Digital Library And Multi-Year Print Agreement between LN and Subscriber, including any and all amendments thereto (collectively the "Agreement"). The parties agree to the following:

**A. Definitions of Authorized Users and Restricted Access Users**

The definition of "Authorized Users" in DLMYP 2.1 is hereby revised to refer to Subscriber's (1) employees, (2) temporary employees, (3) contractors, (3) Guest Access Users, and (4) Restricted Access Users.

"Guest Access Users" is hereby defined as those users accessing the LexisNexis Digital Library on a terminal provided by Subscriber or on Guest Access Users' laptops or mobile devices.

"Restricted Access Users" is hereby defined as Subscriber's other legal professional library patrons that do not fall into another category mentioned in the definition of Authorized Users.

**B. Authentication Types and Lending Privileges Permitted**

The following authentication types and borrowing privileges are permitted for each Authorized User type below, and Subscriber shall enforce these permissions. In addition to other rights stated in the Agreement, LN shall have the right to suspend or terminate Subscriber's access to the Digital Library immediately if LN believes Subscriber is in violation of these terms.

Subscriber's Authorized User Type	Authentication Type	Borrowing Privileges
Employees, temporary employees and/or contractors	ID and Password or other LN-authorized, individually identifying authentication method	<ul style="list-style-type: none"> <li>Number of eBooks that can be checked out at one time and permitted checkout length are at Subscriber's discretion, subject to any system limitations</li> </ul>
Guest Access Users	IP address that is only accessible from within the library's physical building	<ul style="list-style-type: none"> <li>Lending periods of one (1) day maximum are permitted.</li> <li>Only one eBook at a time may be checked out by a Guest Access User.</li> </ul>
Restricted Access Users	ID and Password	<ul style="list-style-type: none"> <li>Lending periods shall be no shorter than seven (7) days.</li> <li>Only one eBook at a time may be checked out by a Restricted Access User.</li> </ul>

**C. General Terms**

This Addendum and the Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotation on that subject matter. Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

**Agreed to and accepted by:**

<b>"Subscriber": Hidalgo County Law Library</b>
[MUST BE COMPLETED BY SUBSCRIBER]
<b>Authorized Subscriber Signature:</b> _____ <b>Printed Name:</b> _____ <b>Job Title:</b> _____ <b>Date:</b> _____

THIS ADDENDUM DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER ACCEPTS THIS ADDENDUM BY SIGNING ABOVE. LN ACCEPTS THIS ADDENDUM BY PERFORMING ACCORDING TO THIS ADDENDUM.

This Agreement Addendum (this "Addendum") amends and supplements the terms of the Publication Service agreement between LexisNexis, a division of RELX Inc. ("LN") and Hidalgo County Law Library, 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

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:**

<b>Subscriber: Hidalgo County Law Library</b>
[MUST BE COMPLETED BY SUBSCRIBER]
<b>Authorized Subscriber Signature:</b>
<b>Printed Name:</b> _____
<b>Job Title:</b> _____
<b>Date:</b> _____

**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.**



ALLIANCE SUPPLEMENTAL  
TERMS ADDENDUM FOR  
LEXISNEXIS DIGITAL LIBRARY

"Subscriber": Hidalgo County Law Library	"LN": LexisNexis, a division of RELX Inc.
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This Alliance Supplemental Terms Addendum for LexisNexis Digital Library ("Addendum") amends and supplements the terms of LexisNexis Digital Library And Multi-Year Print Agreement between LN and Subscriber, including any and all amendments thereto (collectively the "Agreement"), and the parties agree to the following:

**A. American Bar Association ("ABA")**

ABA Publications are excluded from any incentives, discounts, and promotions, including the Matching Discount, other than any quantity discounts.

**B. American Lawyer Media ("ALM")**

ALM Publications are excluded from any incentives, discounts, and promotions, including the Matching Discount, and are not sold in print by LexisNexis.

**C. James Publishing ("James")**

James Publications are excluded from Matching Discounts and are not sold in print by LexisNexis.

**D. Carolina Academic Press ("CAP")**

CAP Publications are excluded from Matching Discounts and not sold in print by LexisNexis.

**E. American Health Lawyers Association ("AHLA")**

AHLA Publications are excluded from any incentives, discounts, and promotions, including the Matching Discount.

**F. Florida Bar ("FL Bar")**

FL Bar Publications are excluded from New Business Incentives.

**G. Washington State Bar Association ("WSBA")**

WSBA Publications are excluded from any incentives, discounts, and promotions, including the Matching Discount, other than any specific quantity discounts.

**H. General Terms**

This Addendum and the Agreement constitute the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotation on that subject matter. 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. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

**Agreed to and accepted by**

"Subscriber": Hidalgo County Law Library
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature:
Printed Name:
Job Title:
Date:

THIS ADDENDUM DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. YOU MAY ACCEPT THIS ADDENDUM BY SIGNING ABOVE. LN MAY ACCEPT THIS ADDENDUM BY PROVIDING ACCESS TO THE PRODUCTS REFERENCED HEREIN OR OTHERWISE INITIATING ITS PERFORMANCE UNDER THIS ADDENDUM.



April 1, 2023

Angie Chapa  
Hidalgo County Law Library  
100 N. Closner - Courthouse  
Edinburg, Texas 78539  
(956)318-2155

Dear Mrs. Chapa:

LexisNexis, the pioneer of the legal research industry, is the sole source provider of LexisNexis-published titles (in eBook format) on the LexisNexis Digital Library platform. We are pleased to provide you our unique publications which are not available through third parties or retailers. You may browse a listing of all titles and prices online at <http://bookstore.lexis.com/bookstore>.

LexisNexis is a leading provider of analytical legal information in print and electronic formats. LexisNexis® Digital Library provides convenient access to your eBooks, wherever work takes you. Our authoritative and comprehensive legal information covers every major practice area and is authored by the leading experts in the legal community.

LexisNexis has provided printed legal publications for over 100 years, and digital publications for over 45 years. We partner with a wide range of legal, business, government, and academic customers including:

- Thousands of state and local government agencies nationwide
- Virtually every federal agency
- Virtually every Fortune 500 company
- Top 100 largest law firms
- All American Bar Association accredited law schools
- Major accounting firms
- International customers
- Hundreds of universities and colleges

If you have any questions, please contact me at (949) 212-7655 or [Paige.Hren@lexisnexis.com](mailto:Paige.Hren@lexisnexis.com).

Sincerely,

Paige Hren, Esq.  
LexisNexis Digital Library Specialist