




**LEXIS+® AMENDMENT FOR
 STATE/LOCAL GOVERNMENT WITH
 LIBRARY PATRON ACCESS**

"Subscriber" Name: Hidalgo County Law Library
Account Number: 1000VEXQX
"LN": LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis+ Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

2. Certification of Use of Lexis+ by Librarians/Library Staff

2.1. Subscriber certifies that the number of government professionals in Subscriber's organization who will have access to Lexis+ is as set forth below. A "Government Professional User" is defined as a librarian or researcher who is employed by the Subscriber.

Number of Government Professional Users:	10
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2.2. Each LN ID is issued for the individual use of the Government Professional User to whom it is assigned. A Government Professional User may not (i) share their LN ID(s) or (ii) perform research for a library patron or any other individual using their LN ID(s).

2.3. If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

3. Use of Lexis+ by Library Patrons

3.1. In addition to use of Lexis+ by Subscriber's Government Professional Users, Subscriber's "Authorized Users" may also include Subscriber's library patrons who are accessing Lexis+ through the use of on-site library terminals (up to the specified number on Schedule I) at Subscriber's location(s) listed below (each a "Patron"). Non-Patrons of the library or any other persons who are not Government Professional Users are prohibited from receiving access to or use of Lexis+ under this Amendment. Remote access to Lexis+ (e.g., via dial-up or other remote connection) is strictly prohibited.

LOCATION (ADDRESS, CITY AND STATE)	# OF TERMINALS
100 N. Closner Blvd. Edinburg, TX	8
100 N. Closner Blvd. Edinburg, TX	2

3.2. Subscriber acknowledges and agrees that each Patron may access Lexis+ only from a library terminal that includes an acceptance screen (as the same is provided by LN) which requires the Patron to accept the LexisNexis General Terms and Conditions of Use. Each Patron must activate an "I Accept" button following the terms and conditions




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before the Patron will be permitted to access Lexis+ . If the Patron clicks on "Do Not Accept", "Cancel" or otherwise fails to click "I Accept", then the Patron will not have access to Lexis+.

3.3. Subscriber's contact and technical information for its library terminals is set forth in the attached Schedule I.

4. Lexis+ Product and Charges

4.1. This Section 4 amends the Subscription Agreement with respect to the Lexis+ product offering described below. The term of Subscriber's commitment for the Lexis+ product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 4.2 below (the "Committed Term"). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis+ Content & Features for Use by Government Professional Users		
Product	SKU Number	Number of Users
mirror patron content	mirror patron content	10

Lexis+ Content & Features for Use by Library Patrons		
Product	SKU Number	Number of Users
National Primary Enhanced	1011511	10
Texas Practice Library	1010629	10
All Trial Court Orders	1512258	10
All Verdicts and Settlements	1010609	10
All Briefs, Pleadings and Motions	1010612	10
Lexis+™ Practical Guidance - State & Local Government	1534660	10
All National Matthew Bender	1012260	10
All Premier Agency	1012379	10
All Law Reviews	1010857	10
All Jury Instructions	1011675	10
ALI / ABA Course Study Materials	1011363	10
Social Security Analytical	1011321	10
Tax Law Analytical	1534543	10
Veterans Analytical	1502293	10
Labor and Employment	1534545	10
Real Estate	1010636	10
All LexisNexis Forms	1011954	10

4.2. In exchange for access to the Lexis+ Content, Feature and/or Service set forth in Section 4.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
5/1/23 - 5/31/23	\$2,350
6/1/23 - 5/31/24	\$8,700
6/1/24 - 5/31/25	\$9,135

6/1/25 - 5/31/26	\$9,592
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4.3. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ Content described above at an additional charge ("Out of Plan Materials"). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User's search.

To have Out of Plan Materials available for your Authorized Users, initial here _____
(Initial)

To have Out of Plan Materials available for your Authorized Users,
initial here _____
(Initial)

4.4. LN may temporarily suspend access to Lexis+ until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

5. Offline Retention

In exchange for the favorable pricing set forth in this agreement, Subscriber agrees to maintain during the Term at least 100% of the spend on Offline Products provided to Subscriber by LN or its affiliated companies over the 12-month period prior to the date of contract signature (the "Offline Spend Amount".) For purposes of this Section, "Offline Products" means print and eBook publications (including Digital Library) and electronic distributed media. In the event Subscriber's spend on Offline Products decrease below the percentage set forth above (an "Offline Spend Shortfall"), LN shall have the right to invoice Subscriber for the amount of the Offline Spend Shortfall, either (a) at the end of each year or commitment period in the Term that there is such an Offline Spend Shortfall, or (b) in the case of an Offline Spend Shortfall in the last year or commitment period in the Term, at the termination of this Agreement.

6. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 4/27/23.

7. 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 5 will survive the termination or expiration of this Amendment.

8. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

9. Miscellaneous

9.1. This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis+ or by signing below.

9.2. 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 Online Services.

[SIGNATURE PAGE FOLLOWS]




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LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Hidalgo County Law Library
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature: _____
Printed Name: <u>Richard F. Cortez</u>
Job Title: <u>County Judge</u>
Date: _____

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature: _____
Name: _____
Job Title: _____
Date: _____

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON November 28, 2023.

Agenda Item No. _____

Executive Office: _____

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:

, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk




**LEXIS+® AMENDMENT FOR
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Name Telephone

Super Admin: _____

Email IP Address

CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached <input type="checkbox"/>)	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS

SCHEDULE I

LN requires accurate IP information from the library. The technical contact at the library will need to set up static IP addresses on the patron access machines.

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 or Jaime Ayala](#)

3. **Phone Number, email and availability** of Technical Contact at Library
_____ angie.chapa@co.hidalgo.tx.us / jaime.ayala@co.hidalgo.tx.us

Number of terminals in contract: 10

Terminal 1 Static IP Address: _____	Terminal 6 Static IP Address: _____
Terminal 2 Static IP Address: _____	Terminal 7 Static IP Address: _____
Terminal 3 Static IP Address: _____	Terminal 8 Static IP Address: _____
Terminal 4 Static IP Address: _____	Terminal 9 Static IP Address: _____
Terminal 5 Static IP Address: _____	Terminal 10 Static IP Address: _____
For additional terminal locations check here <input type="checkbox"/>	




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Customer Information (please print or type)			
Hidalgo County Law Library			
Organization Name (full legal name)			
Billing Frequency		<input type="checkbox"/> Monthly	<input type="checkbox"/> Annually
Tax Exempt (if yes please provide exemption certificate)		<input type="checkbox"/> Yes	<input type="checkbox"/> No
New Invoice Contact Person	<input type="checkbox"/> Yes <input type="checkbox"/> No	First & Last Name	Email Address
		angie.chapa@co.hidalgo.tx.us	
PO Required?	<input type="checkbox"/> Yes <input type="checkbox"/> No	PO #	
MSA # if applicable			