COUNTY OF WILLIAMSON

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COUNTY ADDENDUM No. 1 WITH LEXIS NEXIS A DIVISION OF RELX, INC. (Account Number: 100004Y9B)

The underlying Lexis Subscription Agreement and its Amendments (Collectively the "Agreement") regarding account number: 100004Y9B (the "Amendment"), between Lexis Nexis a division of RELX, INC. ("LN") and Williamson County, Texas ("Subscriber") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

- 1. Termination for Convenience. Subscriber may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to LN. In the event of such termination, it is understood and agreed that only the amounts due to LN for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Subscriber's termination of this Agreement for convenience.
- 2. No Indemnification by Subscriber. LN acknowledges and agrees that under the Constitution and the laws of the State of Texas, Subscriber cannot enter into an agreement whereby Subscriber agrees to indemnify or hold harmless any other party, including but not limited to LN; therefore, all references of any in this Agreement to Subscriber indemnifying, holding or saving harmless any other party, including but not limited to LN, for any reason whatsoever are hereby deemed void and deleted.
- 3. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

- 4. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Subscriber, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Subscriber does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- 5. The County's Right to Audit. LN agrees that Subscriber or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of LN which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. LN agrees that Subscriber shall have access during normal working hours to all necessary LN facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Subscriber shall give LN reasonable advance notice of intended audits.
- 6. Non-Appropriation and Fiscal Funding. The obligations of Subscriber under this Agreement do not constitute a general obligation or indebtedness of Subscriber for which Subscriber is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that The County shall have the right to terminate this Agreement at the end of any Subscriber's fiscal year if the governing body of Subscriber does not appropriate sufficient funds as determined by Subscriber's budget for the fiscal year in question. Subscriber may effect such termination by giving written notice of termination to LN at the end of its then-current fiscal year to be effective as of the last day of Subscriber's fiscal year. For purposes of this Agreement, the Subscriber 's fiscal year shall be October 1st to September 30th.
- 7. Payment, Interest and Late Payments. Subscriber's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Subscriber receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Subscriber in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Subscriber's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by LN, Subscriber shall notify LN of the error not later than the twenty first (21st) day after the date Subscriber receives the invoice. If the error is resolved in favor of LN, LN shall be entitled to receive interest on the unpaid balance of the invoice submitted by LN beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Subscriber, LN shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance

accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

- 8. General Insurance Requirements. This provision shall apply in the event insurance is required under the Agreement. "Williamson County, Texas" and its directors, officers and employees shall be added as additional insureds under the general liability and auto liability coverages of required policies, and on those policies where Subscriber, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by Subscriber shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of Subscriber. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. LN shall furnish Subscriber with a certification of coverage issued by the insurer. LN shall not cause any insurance to be canceled nor permit any insurance to lapse. In addition to any other notification requirements set forth hereunder, LN shall also notify Subscriber, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.
- **9. Relationships of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- 10. Sales and Use Tax Exemption. Subscriber is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Subscriber. Exemption certificates will be provided to contractors and suppliers upon request.
- 11. Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Subscriber, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Subscriber as to whether or not the same are available to the public. It is further understood that Subscriber's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Subscriber, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Subscriber by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

- **12. Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.
- **13. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

Lexis Nexis a division of RELX, INC.	Williamson County, Texas
By: Korinne Pace Digitally signed by Korinne Pace Date: 2025.06.24 14.02:34-04'00'	By:
Printed Name: Korinne Pace	Printed Name:
Title: Contract Analyst	Title: <u>As Presiding Officer, Williamson</u> <u>Commissioners Court</u>
Date: June 24 , 20 25	Date:, 20

General Counsel, Commissioners Court

Date: Jun 25 2025 Time: 9:24 am

Date: Jun 24 2025 Time: 2:08 pm



AMENDMENT LEXIS®/LEXIS®+/LEXIS®+AI FOR STATE/LOCAL GOVERNMENT

(EXISTING SUBSCRIBER VERSION - AAR)

"Subscriber" Name: Williamson County-Sheriff's Office

Account Number: 100004Y9B

"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

2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	1
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- 2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.
- 2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.
- 2.4. 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.
- 2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.
 - (a) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
 - (b) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis+ Product and Charges

3.1. This Section 3 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 3.4 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, 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			
Product	SKU Number	Number of Users	
TX Briefs, Pleadings & Motions	1010495	1	
TX Practice Library	1010629	1	
TX Enhanced with Full Federal	1011587	1	
Lexis+™ Practical Guidance - State & Local Government	1534660	1	



AMENDMENT LEXIS®/LEXIS®+/LEXIS®+AI FOR STATE/LOCAL GOVERNMENT

(EXISTING SUBSCRIBER VERSION - AAR)

- 3.2. This Agreement commences on the Effective Date and continues for the Committed Term designated in Section 3.4; provided, that, after the Committed Term, this Agreement shall automatically renew for successive one-year renewal terms (each, a "Renewal Term"), unless either Party provides written notice of non-renewal at least thirty (30) days' prior to the expiration of the then-current Committed Term or Renewal Term, as the case may be. "Term" means, collectively, the Initial Term, Committed Term and all Renewal Terms.
- 3.3. Commencing at the Renewal Term (defined in Section 3.2), at each anniversary of the Effective Date, LN shall increase all recurring fees by seven point five per cent (7.5%) per Contract Year.
- 3.4. In exchange for access to the Lexis+ Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
10/1/2025 - 9/30/2026	\$462
10/1/2026 - 9/30/2027	\$486
10/1/2027 - 9/30/2028	\$510

Some of the Online Services may allow Authorized Users to upload documents within the LN Online Services, known as the Vault ("Vault"). Subscriber may elect to disable the Vault for its Authorized Users by initialing below.

To have the Vault disabled for your Authorized Users, initial here	
	(Initial)

3.5. 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)

- 3.6. Use of Lexis+ under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).
- 3.7. 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.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 7/20/2025.

5. 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



AMENDMENT LEXIS®/LEXIS®+/LEXIS®+AI FOR STATE/LOCAL GOVERNMENT

(EXISTING SUBSCRIBER VERSION - AAR)

precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. 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 Amendment.

7. Miscellaneous

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.

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:	Williamson County-Sheriff's Office		
[MUST BE COMPLETED BY SUBSCRIBER]			
Authorized Subscriber Signature:			
Printed Name:			
Job Title:			
Date:			

LexisNexis, a division of RELX Inc.

Authorized Signature:	Korinne Pace	Digitally signed by Korinne Pace Date: 2025.06.24 10:31:03 -04'00'
Name:	Korinne Pace	
Job Title:	Contract Analyst	
Date:	6/24/2025	



AMENDMENT LEXIS®/LEXIS®+/LEXIS®+AI FOR STATE/LOCAL GOVERNMENT

(EXISTING SUBSCRIBER VERSION - AAR)

Customer Information (please print or type)					
Organization Name (full legal name)		Williamson County-Sheriff's Office			
Billing Frequency			☐ Monthly		
Tax Exempt (if yes pleat exemption certificate)	ase provide	1	⊠ Yes	□ No	
New Invoice Contact Person	□Yes	⊠ No	First & Last Name	Email Address	
1 613011					
PO Required?	☐ Yes	⊠ No	PO #		
MSA # if applicable					