

(EXISTING SUBSCRIBER VERSION - TERM)

"Subscriber" Name: Mendocino County Counsel

Account Number: 10001Y4JZ

"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: <a href="https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page">https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page</a>.

### 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:	11	
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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 3.3 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				
Lexis Create for US Markets (Incl. Transactional &				
Litigation)	1545335	11		
CA Verdicts & Settlements	1010070	11		
All Briefs, Pleadings & Motions	1010612	11		



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1010630	11	
1010655	11	
1011402	11	
1011517	11	
1011566	11	
1534660	11	
	1010655 1011402 1011517 1011566	1010655 11 1011402 11 1011517 11 1011566 11

3.2. 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
9/1/2025 - 8/31/2026	\$1,926
9/1/2026 - 8/31/2027	\$2,023
9/1/2027 - 8/31/2028	\$2,125
9/1/2028 - 8/31/2029	\$2,232
9/1/2029 - 8/31/2030	\$2,344

3.3. 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)

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

### 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 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:

- 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



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(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:	Mendocino County Counsel
[MUST BE	COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature:	Charlotte Scott
Printed Name:	Charlotte Scott
Job Title:	County Counsel
Date:	04/07/2025

LexisNexis, a division of RELX Inc.

Authorized Signature:

Name:

Zachary
Thurston
Date: 2025.03.31 14:36:35-04'00'

Vachary Thurston
Date: 2025.03.31 14:36:35-04'00'

Pricing Analyst
Date: 3/31/2025



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Customer Information (please print or type)				
Organization Name (full legal name)		Mendocino County Counsel		
Billing Frequency		☐ Monthly	☐ Annually	
Tax Exempt (if yes ple exemption certificate)	ease provide	)	☐ Yes	□ No
New Invoice Contact Person	☐ Yes	☐ No	First & Last Name	Email Address
PO Required?	☐ Yes	☐ No	PO#	
MSA # if applicable				



## LEXIS® CREATE ADDENDUM

"Subscriber": Mendocino County Counsel	"LN": LexisNexis, a division of RELX Inc.
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This Lexis Create Addendum (the "Addendum") between LN and Subscriber is intended to revise the LN subscription agreement (the "Agreement") previously or simultaneously executed between the parties by adding to the Agreement the terms and conditions listed below. It is expressly understood by Subscriber that Lexis Create cannot be accessed unless the Subscriber has an existing subscription to Lexis®, Lexis+® or Lexis+ Al™. This Addendum therefore serves to supplement and is hereby appended to the Agreement to provide Lexis Create features and content.

LN and Subscriber agree to supplement the Agreement as follows:

#### 1. TECHNICAL REQUIREMENTS

Lexis Create is proprietary software developed by LN to integrate LN content directly within the Microsoft Corporation software applications Microsoft® Word. In order to use Lexis Create, Subscriber must (a) have a paid-up license to the requisite Microsoft® Office software; and (b) meet the technical requirements specified on the Lexis Create download site (<a href="https://appsource.microsoft.com/en-gb/product/office/WA200004714">https://appsource.microsoft.com/en-gb/product/office/WA200004714</a>) or the proper operation of the Software (collectively, the "System Requirements").

### 2. LICENSE

LN grants Subscriber a personal, limited, non-exclusive, non-transferable, right to access and use the Lexis Create. LN retains all right, title, and interest in and to Lexis Create, and any intellectual property embodied therein. All access to and use of LN content via Lexis Create shall be subject to the terms set forth in the Subscription Agreement.

#### 3. INSTALLATION

In order to access Lexis Create, Lexis Create must be installed on Subscriber's system. LN does not perform any installation services and LN's proprietary technology which allows enrichment of Subscriber's content is not installed behind Subscriber's firewall. Subscriber will not receive any transfer of tangible personal property. All installations will be implemented through electronic retrieval by Subscriber of the software that is hosted on the Microsoft AppSource website. Subscriber will download the software at an individual desktop level by individual users or on a network level by an IT administrator. There are no installation charges and no separate integration services agreement.

## 4. FUNCTIONS

Subscriber acknowledges and agrees that, for certain functions, the Microsoft® Word documents ("Subscriber's Work") that it selects to be analyzed by Lexis Create will momentarily leave its environment and will be sent to LN to be marked/tagged/indexed. LN represents and warrants that all such processing of Subscriber's Work will happen machine-to-machine, without human intervention. LN does not automatically save, or store Subscriber's Work unless an Authorized User utilizes Snippets.

## 5. SNIPPETS

Lexis Create contains a feature that allows Authorized Users to save Materials made available by LN and user generated content ("Snippets") that are associated solely with their respective LN IDs. Snippets shall be considered Folders, as defined in the LN General Terms and Conditions ("General Terms") and subject to the General Terms.

## 6. MISCELLANEOUS

Except as expressly revised in this Addendum, all other terms and conditions of the Agreement will remain in full force and effect. If there are any conflicts or inconsistencies between this Addendum and the Agreement, this Addendum will control.

LN's acceptance of this Addendum may be evidence by LN's fulfillment of this Addendum and the Agreement to which this Addendum supplements.

## AGREED TO AND ACCEPTED BY:

Subscriber:	Mendocino County Counsel		
7]	[MUST BE COMPLETED BY SUBSCRIBER]		
Authorized Subscriber Signature:	Charlotte Scott		
Name:	Charlotte Scott		
Job Title:	County Counsel		
Date:	04/07/2025		

## **IN WITNESS WHEREOF**

DEPARTMENT FISCAL REVIEW:	CONTRACTOR/COMPANY NAME		
Charlotte Stott	By: SEE PAGE 3		
DEPARTMENT HEAD DATE	Date:		
Budgeted: ⊠ Yes □ No	NAME AND ADDRESS OF CONTRACTOR:		
Budget Unit: 1210			
Line Item: 862227	Relx Inc. DBA LexisNexis		
	28544 Network Place		
Grant: ☐ Yes ☐ No	Chicago, IL 60673-1285		
Grant No.:			
By:  JOHN HASCHAK, Chair BOARD OF SUPERVISORS  Date: 04/22/2025	By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.		
ATTEST: DARCIE ANTLE, Clerk of said Board  By: Deputy 04/22/2025	APPROVED AS TO FORM: Blanton		
I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.	COUNTY COUNSEL  Date: 04/07/2025		
DARCIE ANTLE, Clerk of said Board	Date:		
By: Amap			
Deputy 04/22/2025			
INSURANCE REVIEW:	EXECUTIVE OFFICE/FISCAL REVIEW:		
By: Dancie antle Risk Management	By: Deputy CEO or Designee		
Date: <b>04/0</b> 7 <b>/2025</b>	Date: 04/07/2025		
Signatory Authority: \$0-25,000 Department; \$25,001-50,0 Exception to Bid Process Required/Completed  Mendocino County Business License: Valid  Exempt Pursuant to MCC Section:	00 Purchasing Agent; \$50,001+ Board of Supervisors		