

**Fixed Price Agreement for State/Local Government Pricing**  
 You ("Customer") have requested a subscription from LexisNexis, ("LN" or "LexisNexis") to the LexisNexis® online research services (the "Online Services") listed below. In addition to the terms set forth below, access to the Online Services shall be subject to the terms and conditions set forth at [www.lexisnexis.com/terms/government](http://www.lexisnexis.com/terms/government), which includes the General Terms & Conditions for Use of the Online Services and the applicable Price Schedule (the "Subscription Agreement"). The Subscription Agreement shall be incorporated by reference into this Agreement.

All use of LN Products and Services ordered herein must comply fully with this Agreement.

**1 Commitment Term and Monthly Commitment.** In exchange for access to the LN Products and Services set forth below, Customer will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below. The term of this Agreement shall begin on the first date set forth below and shall end on the last date set forth in the chart below (the "Commitment Term").

County of San Benito  
 CUSTOMER

BY: \_\_\_\_\_  
 (AUTHORIZED CUSTOMER SIGNATURE)  
 NAME: Matthew Granger  
 TITLE: County Counsel  
 DATE: 9/11/12

This Agreement is subject to acceptance by LN. Acceptance by LN shall be evidenced by the granting of access to the LN Products and Services set forth herein.

[MUST BE COMPLETED BY CUSTOMER]

NUMBER OF JUDGES: 0 NUMBER OF ATTORNEYS: 4  
 NUMBER OF GOVERNMENT PROFESSIONALS: 0  
 Total number of above in Customer's agency as of signature date above. (see Section 5):  
4 MWG  
 Reference Number Initials

Commitment Term				Monthly Commitment
Beginning	10/3/12	To	11/30/12	\$0.00
Beginning	12/1/12	To	5/31/13	\$50.00
Beginning	6/1/13	To	5/31/14	\$563.00
Beginning	6/1/14	To	5/31/15	\$563.00
Beginning	6/1/15	To	5/31/16	\$563.00
Beginning		To		\$

**2 Preferred Services.** Customer's subscription shall include the LN Products and Services indicated in the table below which shall be referred to collectively as the "Preferred Services":

PREFERRED SERVICES		
I. ONLINE SERVICES		
ONLINE SERVICES/MENU DESCRIPTION	SOURCE/MENU NO.	SHEPARD'S
(a) California Enhanced	CDENCA	Full
(b) National Primary Law	SBTN00	Full
(c) SmartInx	JLSPR1+RK00SL+SPR001	
(d) CA Legal Forms + Pleading & Prac	MTCAD1	
(e) National Briefs Motions Pleading	SLCTFL	
(f) MB Practice Guides Combined	MBCA34	
(g) CA Mathew Bender Employment	MTCAD8	
(h)		

See attached Rider No. 1 for additional Preferred Services

APPROVED AS TO LEGAL FORM  
 SAN BENITO COUNTY COUNSEL

Barbara Thompson 9/11/12  
 ASSISTANT COUNTY COUNSEL DATE

**3 Charges, Renewal Terms, and Payment Terms.**

3.1 In exchange for access to the Preferred Services, Customer will pay to LN the Monthly Commitments set forth in Section 1. The Monthly Commitments include all charges for use of the Preferred Services. The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions. In addition to the Monthly Commitments, Customer may elect to have access to and use of materials and features outside of the Preferred Services, by initialing below, or by notifying LN at a later date. If elected, Customer will also pay to LN charges for such use in accordance with the Price Schedule ("Alternate Access Charges").

Subscriber elects access to the Alternate Pricing Materials

(Initials)

3.2 Customer may not terminate this Agreement under Section 5.2 of the General Terms during the Commitment Term. This Agreement may be terminated by Customer after the second Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Agreement may also be terminated by Customer on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

3.3 Each Monthly Commitment and Alternate Access Charges are due and payable within 30 days from receipt of invoice. If a Monthly Commitment or Alternate Access Charges not the subject of a legitimate dispute should remain unpaid for more than 75 days after becoming due, then LN reserves the right to require each remaining unpaid Monthly Commitment for the Commitment Term to immediately be paid in full to LN. LN may temporarily suspend access to any or all of the LN Products and Services provided under this Agreement until all unpaid amounts are paid in full. Amounts which have not been paid within 30 days after the invoice date may thereafter, until paid, be subject to interest charges at a rate not to exceed that permitted under New York law, at the sole discretion of LN. Customer shall pay LN the then-current non-sufficient funds fee for all returned checks. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Customer more than 24 months after such amounts were first billed to Customer.

3.4 Included in Customer's *lexis.com*® subscription, Customer will be granted access to the Lexis® Advance ("Lexis Advance") product offering when it becomes generally available to Customer's market and price plan. Upon release, the Lexis Advance offering may be designed primarily for specific types of users within Customer's organization whom LN may recommend as the target user group, but IDs will be progressively released throughout the organization as additional functionality and content is made available. To the extent available in Lexis Advance, Customer will have access to the same content in Lexis Advance as it currently has access to under this Agreement, including Customer's access to materials outside its subscription (e.g., if Customer currently has access to out-of-plan usage, Customer will have access to content on a transactional basis in Lexis Advance). If Customer has access to out-of-plan content in Lexis Advance, Customer agrees to pay the then-current transactional charges for such content as such charges are available to Customer in the Lexis Advance user interface at the time the document is accessed. Although Customer will be entitled to access the Lexis Advance product offering as part of its subscription, LN may also release premium functionality or enhanced content for an additional charge. Customer will be given the option to purchase these upgrades at its discretion.

**4 AUTHORIZED USERS FOR ONLINE SERVICES.** This Agreement relates only to the Customer's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized Users" shall have the meaning set forth in the General Terms & Conditions for Use of the Online Services.

PARTICIPATING BILLGROUP	LOCATION (CITY AND STATE)
TBD	Hollister, CA

**5 CERTIFICATION.** Customer certifies to the number of judges, attorneys and government professionals on page 1 of this Agreement ("Reference Number"). Throughout the Term, Customer will notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Customer will recertify to the Reference Number.

**6 SUPPORT AND TRAINING**

During the Term, Customer, with the support of LN, agrees to encourage the effective use of the LN Online Services through:

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

**7 MISCELLANEOUS**

7.1 LN makes certain terms and other information applicable to this Agreement available online on the World Wide Web at one or more sites identified by LN. Customer acknowledges that it has access to the World Wide Web.

7.2 To the extent any terms and conditions of this Section are in conflict with other applicable terms, such terms and conditions shall be resolved in the following order of precedence: this Agreement, then the applicable online terms referenced above.

7.3 The prices and other terms in this Agreement are subject to change if Customer has not submitted a signed original or copy on or before 8/30/12, which will be the closed offer date.

**CUSTOMER INFORMATION (Please type or print)**

1. Organization Name (Full Legal Name): SAN BENITO COUNTY COUNSEL

2. Physical Address: 482 4<sup>TH</sup> ST. 2<sup>ND</sup> FLOOR  
City: HOLLISTER State: CA Zip: 95023-3840

3. County: \_\_\_\_\_ 4. Country: \_\_\_\_\_

5. Telephone Number: 8316364040 6. Telecopier Number: \_\_\_\_\_

7. Invoice Address (if different than 2) \_\_\_\_\_

8. Name of Contact, Telephone Number and Email Address for the following:  
Installation: MATT GRANGER " "  
Billing: " " "  
Policy/Legal Notification: " " "  
Scheduling/Training: " " "

9. Parent Company (if applicable): \_\_\_\_\_

10. Type of Organization (Check/complete all that apply):  
 Publicly Traded Company: Ticker Symbol: \_\_\_\_\_ Exchange: \_\_\_\_\_  
 Private Corporation:  Sole Proprietor  Partnership/LLC  
 Law Firm: No. of Attorneys: \_\_\_\_\_ Practicing Area of Law: \_\_\_\_\_  
No. of Employees: \_\_\_\_\_ No. of years in business: \_\_\_\_\_ No. of years at address: \_\_\_\_\_  
If less than 8 months at an address, provide previous address: \_\_\_\_\_

11. Business/Professional License No: \_\_\_\_\_ 12. Employer Identification Number: \_\_\_\_\_

13. Date Issued/Expiration Date: \_\_\_\_\_ 14. Issuing State: \_\_\_\_\_

15. Dun & Bradstreet No. or Martindale-Hubbell Rating: \_\_\_\_\_

16. Tax Exempt  Yes (attach Sales Tax Exemption Certificate)  No

17. Organization Web Address: \_\_\_\_\_

Customer I.D. Information (Please type or print)		
ID Holders' Names (additional sheet attached <input type="checkbox"/> )	ID Holders' Titles/Positions	ID No. (LN to fill in)
Matthew Granger	County Counsel	
Barbara Thompson	Assistant County Counsel	
Irma Valencia	Deputy County Counsel	
Shirley Murphy	Deputy County Counsel	

**BANKING INFORMATION** (Please type or print)

1. Organization Name: San Benito County - County Counsel
2.  Automatic Payment Method - Yes, I want to utilize the automatic payment method (select MasterCard, Visa, Amex or Checking Account). I authorize my bank to make payment by the method indicated below and post it to my account. I understand that I am in full control of my payment. If at any time I decide to discontinue the automatic payment method, I will give ten days written notice to the Billing Department of LexisNexis at 9443 Springboro Pike, Miamisburg OH 45342.

Authorized Signature for Automatic: \_\_\_\_\_

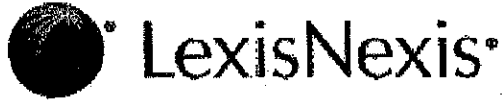
<input type="checkbox"/> Select method of credit card payment VISA <input type="checkbox"/> AMEX	<input type="checkbox"/> MasterCard <input type="checkbox"/>	← OR →	<input type="checkbox"/> Automatic Debit to Checking Account (attach copy of voided check)
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Credit Card #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Exp Date: \_\_\_\_\_

3.  No, I do not want to utilize the Automatic Payment Method, I prefer to be invoiced monthly, and provide the following credit reference to process my account:

Bank Name & Address: \_\_\_\_\_

Bank #: \_\_\_\_\_ Account #: \_\_\_\_\_



This Contract Addendum ("Addendum") amends and supplements the terms of the Subscription Agreement between LexisNexis, a division of Reed Elsevier Inc. ("LN") and San Benito County Counsel ("Subscriber") for access to and use of the Online Services, including any and all amendments thereto (collectively the "Agreement").

**1. Term.**

The term of this Addendum (the "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 State in which Subscriber is located ("Subscriber's State"). LN agrees to comply with all applicable laws of Subscriber's State in the performance of its obligations under the Agreement. Furthermore, any provision of the Agreement which is contrary to the law of Subscriber's State shall be deemed to be modified to the extent necessary to be permissible under Subscriber's State 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 next fiscal year.

**4. Miscellaneous.**

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.

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:**

San Benito County Counsel  
SUBSCRIBER

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

BY: \_\_\_\_\_  
NAME: Matthew Grant  
TITLE: County Counsel  
DATE: 9/11/12

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL  
Barbara Thompson 9/4/12  
ASSISTANT COUNTY COUNSEL DATE

(4)