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SUBSCRIPTION PLAN AMENDMENT FOR PATRON ACCESS (Electronic Consent)

"**Subscriber**": Wise County Law Library	"**LN**": LexisNexis, a division of Reed Elsevier Inc.

This Subscription Plan Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Subscriber (the "Agreement"). This Amendment shall also serve as Subscriber's acceptance of the new General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

1. TERM

The term of this Amendment will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 5, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 4.1 (the "Term").

2. AUTHORIZED USERS; LOCATION

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" shall have the meaning set forth in the Agreement. In addition, the librarian will provide patrons access to the Preferred Pricing Materials (defined below). All access shall be limited to patrons using terminals (up to the specified number) at the location(s) listed below. Non-patrons of the library and inmates are prohibited from receiving access to and use of the Online Services under this Amendment. Remote access (e.g., via dial-up or other remote connection) is strictly prohibited.

PARTICIPATING BILLGROUP #	LOCATION (ADDRESS, CITY AND STATE)	# OF TERMINALS
159GTR	Decatur, TX	1

3. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

4. PREFERRED PRICING MATERIALS AND CHARGES

4.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), and subject to Section 4.3 below, the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*SM service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). At no additional charge, the Participating Billgroups may do offline printing and online printing of the Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

	PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a)	Texas Enhanced with Full Fed	CDENTX	Full
(b)			
(c)			
(d)			
(e)			

COMMITMENT PERIOD(S)				MONTHLY COMMITMENT
Beginning	4/1/2015	to	3/31/2016	$ $401
Beginning		to		$
Beginning		to		$
Beginning		to		$
Beginning		to		$

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4.2 The Monthly Commitment may include a multi-media discount based on Subscriber's current print and/or CD-ROM subscriptions. In the event Subscriber discontinues any of its existing print or CD-ROM subscriptions, LN reserves the right to eliminate the multi-media discount and increase the Monthly Commitment.

4.3 During the Term, LN will review Subscriber's actual monthly use of the Preferred Pricing Materials calculated in accordance with the Price Schedule ("Actual Use"). In the event the Actual Use exceeds 15 times the Monthly Commitment for three consecutive months, LN reserves the right to increase the Monthly Commitment upon 30 days prior written notice to Subscriber. In the event of an increase pursuant to this Section 4.3, Subscriber's sole and exclusive remedy shall be termination of this Amendment upon 10 days prior written notice to LN. Subscriber must exercise the foregoing right of termination within 90 days of receipt of such notice of increase.

4.4 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials.

4.5 In exchange for the favorable pricing set forth in this Amendment, during the Term Subscriber agrees to maintain print, CD-ROM or similar products currently licensed to or provided to Subscriber by LN or its affiliated companies, or Subscriber must maintain an equivalent spending level for those products. If Subscriber's print, CD-ROM or similar products are not maintained or the spending level for those products declines, LN reserves the right to adjust the amounts payable under this Amendment upon at least 30 days prior written notice to Subscriber.

4.6 Subscriber shall permit LN to set-up its system to require each patron to scroll through screens as designated by LN from time to time, which screens shall include the "Terms and Conditions of use for the LexisNexis Services". Each patron must activate an "Accept" button following the terms and conditions before having access to the Preferred Pricing Materials. If the patron clicks on "Do Not Accept", "Cancel" or otherwise fails to click "Accept", then the patron shall not have access to the Preferred Pricing Materials.

5. CLOSED OFFER

The offer of LN contained herein is valid until March 26, 2015. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

6. 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 6 will survive the termination or expiration of this Amendment.

7. MISCELLANEOUS

7.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

7.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the first Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 4.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

7.3 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

7.4 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

7.5 Subscriber's contact and technical information is set forth in the attached Schedule I.

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7.6 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

AGREED TO AND ACCEPTED BY:

WISE COUNTY LAW LIBRARY SUBSCRIBER	**LexisNexis, a division of Reed Elsevier Inc.**
BY: _____	**BY:** _____
NAME: _____	**NAME:** _____
TITLE: _____	**TITLE:** _____
DATE: _____	**DATE:** _____

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SCHEDULE I

LN requires accurate IP information from the library to establish a connection to the Patron Access site (www.lexisnexis.com/patronaccess.). The technical contact at the library will need to set up static IP addresses on the patron access machines. Remember, there is a **6 terminal limit** for Patron Access.

Information needed to set up Patron Access:

1. **Law Library Name**:
Wise County Law Library

2. **Name of Technical Contact** at Law Library
_____

3. **Phone Number, email and availability** of Technical Contact at Library
_____

Number of terminals in contract: 1

For **each** Patron Access terminal:
1. Static IP address
2. LexisNexis at www.lexis.com ID
3. LexisNexis at www.lexis.com password

Terminal 1 Static IP Address: _____ ID: _____ Password: _____	**Terminal 5** Static IP Address: _____ ID: _____ Password: _____
Terminal 2 Static IP Address: _____ ID: _____ Password: _____	**Terminal 6** Static IP Address: _____ ID: _____ Password: _____
Terminal 3 Static IP Address: _____ ID: _____ Password: _____	**Terminal 7** Static IP Address: _____ ID: _____ Password: _____
Terminal 4 Static IP Address: _____ ID: _____ Password: _____	**Terminal 8** Static IP Address: _____ ID: _____ Password: _____

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