**KATIE NIELSEN** Assistant District Attorney

**KEVIN JONES** Criminal Investigator

June 7, 2018



123rd JUDICIAL DISTRICT PANOLA COUNTY, TEXAS

COUNTY COURT AT LAW PANOLA COUNTY, TEXAS

DANNY BUCK DAVIDSON

Criminal District Attorney

Panola County Judge Lee Ann Jones Panola County Courthouse Carthage, Texas

RE: Thomson-Rueters Order ID #Q-00256148

Dear Judge Jones:

Please be advised that due to a mixup (not on our part) the contract that was entered into last December has been declared null and void. The product our salesman represented to us was what we needed was actually for use at one terminal like for use in the law library and overlapped our old contract,

The salesman who replaced Dan has been working to get our contract cleared up for about 2 months and the only way it can be done is to start over.

Here is the new contact we are asking you to approve at the next commissioner's meeting.

Sincerely,

Danny Buck Davidson

	Order Form	Order ID: Q-00256148	
THOMSON REUTERS	Contact your representative michael.boyd@thomsonreuters.com with any questions. Thank you.		
Account Address	Shipping Address	Billing Address	
Account #: 1000647966 PANOLA COUNTY DISTRICT ATTORNEY PATRON ACCESS 108 S SYCAMORE ST RM 301 CARTHAGE TX, 75633-2524 US	Account #: 1000647966 PANOLA COUNTY DISTRICT ATTORNEY PATRON ACCESS 108 S SYCAMORE ST RM 301 CARTHAGE TX, 75633-2524 US	Account #: 1000647966 PANOLA COUNTY DISTRICT ATTORNEY PATRON ACCESS 108 S SYCAMORE ST RM 301 CARTHAGE TX, 75633-2524 US	

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Products See Attachment for details						
Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term		
40757482	WEST PROFLEX	\$743.40	36	3%		

#### Minimum Terms

Online/ Practice Solution/Software/ProFlex Products : Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Minimum Terms

For Online/Practice Solutions/Software /ProFlex Products: Your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 60 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Window Products. Your subscription will change to a month-to-month status at the end of the Minimum Term and your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. The Monthly Window will remain unchanged. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. In addition to the Monthly Charges, you are responsible for transactional usage charges in excess of the Monthly Window. Transaction charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

### Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-case-notebook-hosted.pdf

located General Terms and Conditions, apply to all products ordered, except print and is at The http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf

The General Terms and Conditions for Federal Subscribers are located at http://static.legalsolutions.thomsonreuters.com/static/federal-generalterms-conditions.pdf. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- ·Westlaw Doc & Form Builder
- ·West km Software
- West LegalEdcenter
- ·Westlaw Paralegal
- ·Westlaw Patron Access
- ·Westlaw Public Records

### Additional Order Form Terms and Conditions

### Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-00256148

Signature of Authorized Representative for order

Unes

**Printed Name** 

County Judge the 6-76-18 Title

Date

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This Order Form will expire and will not be accepted after 8/5/2018.

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## Attachment

# Order ID: Q-00256148

Contact your representative michael.boyd@thomsonreuters.com<u>with</u> any questions. Thank you.

Order ID: Q-00256148

Payment, Shipping, and Contact Information and search and search and search and search and search and search and

Payment Method: Payment Method: Bill to Account Account Number: 1000647966 Order Confirmation Contact (#28) Contact Name: Janet Eaton Email: janet.eaton@co.panola.tx.us

Shipping Information: Shipping Method: Ground Shipping - U.S. Only

40757481

eBilling Contact Contact Name Email

	te construit de la construit de	ProFlex Multiple Location Details	
Account Number	Account Name	Account Address	Action
1000647966	PANOLA COUNTY DISTRICT ATTORNEY	108 S SYCAMORE ST RM 301 CARTHAGE TX, 75633-2524	New

		15 ProFlex ProFlex	duct Details	·····································	
Quantity	Unit	Service Material #	Description		
2	Attorneys	42077751	Gvt National Primary Core		
2	Attorneys	42077755	Gvt Analytical Plus for Government		
2	Attorneys	41984065	Gvt - Briefs For Government (Westlaw PROTM)		
Contact		Email Address	Contact Description		 >n
JANET	EATON	janet.eaton@co.panola.tx.	.us EML PSWD CONTACT		\CT
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
		Clarke Mapsed	Products		
	Iaterial		Active Subscription to be Lapsed		

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