

RICK McPHERSON
Assistant District Attorney

KEVIN JONES
Criminal Investigator



123rd JUDICIAL DISTRICT
PANOLA COUNTY, TEXAS

COUNTY COURT AT LAW
PANOLA COUNTY, TEXAS

DANNY BUCK DAVIDSON
Criminal District Attorney

March 24, 2021

Lee Ann Jones
Panola County Judge
Panola County Courthouse
Carthage, Texas 75633

RE Lexis Nexis

Dear Judge Jones:

We are opting not to renew the contract with Thomson Reuters that expires on June 30, 2021 and entering a new contract with Lexis-Nexis effective July 1, 2021 for our law book materials

Our contact with Lexis-Nexis will run \$400.00 per month for the first years and \$412.00 per month for the second years. This contract is for two years rather than the three year period we were bound to with Thomson-Reuters.

I am submitting this new contact for the Commissioner's Court to approve

Should you need further information please do not hesitate to contact me

Sincerely,

A handwritten signature in black ink, appearing to read "Danny Buck Davidson". The signature is stylized and fluid.

Danny Buck Davidson

cc: Jennifer Stacy
Panola County Auditor



"Subscriber" Name: Panola County District Attorney's Office, TX
Account Number:
"LN": LexisNexis, a division of RELX Inc.

1. Subscription Agreement

LexisNexis, a division of RELX Inc ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis+™ and the materials available therein ("Materials") pursuant to terms set forth in the LexisNexis General Terms and Conditions ("General Terms") and the pricing set forth in the Price Schedule ("Price Schedule") (the General Terms together with the Price Schedule is collectively referred to as the "Subscription Agreement"), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement 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:	<u>2</u>
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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's may be issued to support staff for each Government Professional User accounted for above.

Number of Support Staff Users:	<u>6</u>
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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 Agreement 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 Agreement depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) 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 3.2 below (the "Committed Term"). Subscriber may not terminate this Agreement for convenience under General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement 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.



**LEXIS+™ SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT
(NEW SUBSCRIBER VERSION)**

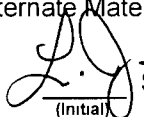
If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination

Lexis+ Content & Features		
Product	SKU Number	Number of Users
Texas Enhanced with Full Federal	1011587	2
Texas Briefs, Pleadings, and Motions	1010495	2
Texas Legislative Bill History	1011329	2
Criminal Law Library	1010626	2
Prosecutor Premium Library	1011969	2
Texas Practice Library	1010629	2
Smartlinx Core Public Records with Person, Business, and Location Reports	1004801	2
Lexis+ Practical Guidance - State and Local Government	1534660	2

3.2 In exchange for access to the Lexis+ Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below

Committed Term	Monthly Commitment
7/1/2021 to 6/30/2022	\$400
7/1/2022 to 6/30/2023	\$412

3.3 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.


(Initial)

Subscriber elects access to the Alternate Materials

3.4 Use of Lexis+ under this Agreement 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 Agreement with respect to amounts billed or payments made under this Agreement 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 Agreement 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 Agreement 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 Agreement.

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 Agreement

7. Miscellaneous

7.1 This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis+ or by signing below.

7.2 If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Panola County District Attorney's Office, TX	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	<i>Lee Ann Jones</i>
Printed Name:	Lee Ann Jones
Job Title:	County Judge
Date:	3-30-21
Number of Professional Users:	2

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	
Name:	Roslan, Digitally signed by Roslan, Joshua
Job Title:	Joshua (LNG-DAY)
Date:	(LNG-DAY) Date: 2021-07-14 18:30:06 -04'00'



**LEXIS+™ SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT
(NEW SUBSCRIBER VERSION)**

CUSTOMER INFORMATION (Please type or print):		
Organization Name: (Full Legal Name)	Panola County District Attorney's Office, TX	
Billing Frequency:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Annually
Physical Address		Invoice Address
Street Address:	108 S Sycamore, Room 301	Same
City:	Carthage	
State:	TX	
Zip:	75633	
County:	Panola	
Telephone:	903-693-0310	
Fax:		
Parent Company: (if applicable)		

Type of Organization:

Legislative Judicial Executive

Professional User	2	Practicing Area of Law	n/a
Support Staff	6	Employer Identification Number	n/a
Bar No	n/a	Issuing State	n/a
Date Issued/Expiration Date	n/a	Organization Web Address	n/a

Tax Exempt Yes (attach Sales Tax Exemption Certificate) MSA Yes No
 No

Tax ID No State Contract No (If applicable) n/a
 PO No (If applicable)

Contacts:

	<u>Name</u>	<u>Telephone</u>	<u>Email</u>
Installation:	Janet Eaton	903-693-0310	jeaton@co.panola.tx.us
Billing:	Janet Eaton	903-693-0310	jeaton@co.panola.tx.us
Policy/Legal Notification:	Janet Eaton	903-693-0310	jeaton@co.panola.tx.us
Scheduling/Training:	Janet Eaton	903-693-0310	jeaton@co.panola.tx.us



**LEXIS+™ SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT**
(NEW SUBSCRIBER VERSION)

Name **Telephone**

Super Admin: Janet Eaton 903-693-0310

Email **IP Address**

jeaton@co.panola.tx.us n/a

CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached <input type="checkbox"/>)	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS
Danny Buck Davidson	Criminal District Attorney	danny davison@co panola tx us	108 S Sycamore, Room 301 Carthage, TX 75633