

**WEST ORDER FORM – SPECIAL OFFER**

610 Opperman Drive, P.O. Box 64833  
St. Paul, MN 55164-1803  
Tel: 651-687-8000

**THOMSON REUTERS™**

August 12, 2020

**Agreement No.00076221.0**

1000647103  
El Paso County Law Library  
500 E SAN ANTONIO AVE  
El Paso, TX 79901

To Whom It May Concern:

This letter of understanding amends the West Order Form – Special Offer, dated 9/1/2017, between El Paso County Law Library ("Subscriber", "you" or "your") and West Publishing Corporation ("West", "we", or "our"). If the terms of the order form conflict, this letter of understanding will have priority.

Effective October 1, 2020, the Order Form will be amended as follows.

The Subscribed Products & Services, Subscription Periods and Monthly Charges shall be as follows:

Material ID	Subscribed Products	Authorized Users	Subscription Periods	Monthly Charges
40284615	Library Maintenance Agreement	Enterprise	10/01/2020 - 9/30/2021	\$ 8,027
			10/01/2021 - 9/30/2022	\$ 8,027
			10/01/2022 - 9/30/2023	\$ 8,027

The following sections will be replaced into the Order Form:

- 6. Library Maintenance Agreement.** You currently subscribe to our print products. You desire to maintain your subscription to those titles at predictable monthly pricing through this library maintenance agreement ("LMA") and you will receive updates as well. After the last Subscription Period and if the parties are not able to enter into a superseding LMA, you will continue to receive the print products described in the attached LMA Products grid; all of which will be billed separately at then-current rates. You will provide 60 days advance written notice if you will not be entering into a superseding LMA. Either party may cancel these products at any time after the last Subscription Period upon written request. Information regarding the frequency and updates of our print products is available from your West sales representative. The LMA is not subject to the General Terms and Conditions reference in section 1.
- 7. LMA Swap.** At the end of any complete Subscription Period you may swap print titles listed within the Subscriber Information Exhibit for the following Subscription Period with 30 days prior written notice. The title changes will be memorialized in a document that is signed by both parties. The value of the swapped titles may not exceed 5% of the annualized Monthly Charges for that Subscription Period. The Monthly Charges are fixed and will not decrease should a deficit occur because of the swap. If the value of the replacement titles is greater than the value of the titles removed, Monthly Charges will be increased based on the net difference.

All other terms and conditions of the Order Form and/or Terms and Conditions will remain unchanged.

**ACKNOWLEDGMENT**

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

**El Paso County Law Library****WEST PUBLISHING CORPORATION**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (please print) \_\_\_\_\_

Name (please print) \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

This offer expires September 25, 2020 at 7:00 p.m. CT.

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Sensitivity: Confidential

STATE OF TEXAS                    )  
  )  
COUNTY OF EL PASO            )

**ADDENDUM TO WEST  
AGREEMENT TERMS**

This Addendum is entered into by and between the County of El Paso, a political subdivision of the State of Texas, on behalf of its Law Library, (collectively "Subscriber") and West Publishing Corporation ("West"), to modify the West Order Form, and any other applicable terms, all fully incorporated herein by this reference (collectively "Terms"). To the extent that any provisions in the main body of the Terms conflict with the provisions of this addendum, this addendum shall control.

The parties wish to modify and supersede the Terms in the following respects:

1. This Addendum is effective as of the date executed by both parties and together with the Terms comprises the entire agreement between the parties.
2. Subscriber is a tax exempt political subdivision of the State of Texas that will not be liable for any taxes from which it is exempt.
3. Nothing referenced herein modifies or waives any sovereign immunity, lien or indemnity prohibition, defense, or limitation of liability enjoyed by Subscriber, its elected officials, or employees at common law or under other Texas law. Any indemnity provisions imposed on Subscriber in the Terms are deleted.
4. West acknowledges that funding to pay for support and services referenced herein is subject to annual appropriations by Subscriber's governing body, and any termination, liability, indemnity, other provision to the contrary does not apply to Subscriber. In the event such funds are not appropriated in any fiscal year for support and services, Subscriber may terminate the Terms between the parties upon no less than 30 days prior written notice without incurring any termination liability or penalty. Such termination will not affect Subscriber's obligation with respect to payment for satisfactory service or support received through the termination date.
5. Subscriber is not liable under any circumstance for special, indirect, incidental, consequential, liquidated, or punitive damages of any kind, under any theory of recovery even if Subscriber is advised of the potential for any such damages.
6. Subscriber is subject to the Texas Open Meetings Act and Public Information Act, Chapters 551 and 552 of the Texas Government Code, respectively, which may require the disclosure of information despite any confidentiality, proprietary, or other provisions to the contrary in the Terms between the parties.

7. As concerns any payments and interest, the Texas Prompt Payment Act at Texas Government Code Sec. 2251.001 et seq. applies to Subscriber and the Terms between the parties. Subscriber shall not be liable for any West collection costs and attorney's fees.
8. The laws and remedies of the State of Texas apply to the Terms between the parties, Texas choice of law or conflicts of law provisions notwithstanding. Venue is in El Paso County, Texas.

COUNTY OF EL PASO, TX

By: \_\_\_\_\_

Ricardo Samaniego, County Judge

Date: \_\_\_\_\_

West Publishing Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

~~§~~ Signor must have legal authority to bind entity)