

LE
10/31/23



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

"Subscriber" Name: Muskogee County, OK - Court Clerk Office
Account Number: 4256HG6MN
"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:	2
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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:	2
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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.



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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
OK National Government Package	1537056	2
Lexis+™ Practical Guidance - State & Local Government	1534660	2
Core Public Records with Smartlinx Person, Business and Location Reports	1004801	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
11/1/2023 - 11/30/2023	\$0
12/1/2023 - 11/30/2024	\$380

3.3 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ Content described above at an additional charge ("Out of Plan Materials"). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User's search.

To have Out of Plan Materials available for your Authorized Users, initial here _____
(Initial)

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 11/10/2023.

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.



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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: Muskogee County, OK - Court Clerk Office
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature: <u>Robyn Boswell</u> Printed Name: <u>Robyn Boswell</u> Job Title: <u>Court Clerk</u> Date: <u>10/31/23</u>

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	_____
Name:	_____
Job Title:	_____
Date:	_____



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CUSTOMER INFORMATION (Please type or print):	
Organization Name: (Full Legal Name)	Muskogee County, OK - Court Clerk Office
Billing Frequency:	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Annually
	Physical Address Invoice Address
Street Address:	220 State Street P.O. Box 1350
City:	Muskogee Muskogee
State:	Oklahoma Oklahoma
Zip:	74401 74402
County:	Muskogee
Telephone:	918.682.7873
Fax:	918.684.1696
Parent Company: (if applicable)	

Type of Organization:

Legislative

Judicial

Executive

Professional User: N/A

Practicing Area of Law: N/A

Support Staff: N/A

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)

PO No:
(If applicable)

Contacts:

	Name	Telephone	Email
Installation:	Meagan Coates	918.682.7873	meagan.coates@oscn.net
Billing:	Donna Derrick	918.682.7873	cbnna.murray@oscn.net
Policy/Legal Notification:	Meagan Coates	918.682.7873	meagan.coates@oscn.net
Scheduling/Training:	Meagan Coates	918.682.7873	meagan.coates@oscn.net



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Super Admin: _____ Name Robyn Boswell Telephone 918-682-7873
_____ Email robyn.boswell@oscn.net IP Address 10.51.1.31/24

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
Robyn Boswell	Court Clerk	robyn.boswell@oscn.net	10.51.1.31/24
Melody Davis	Chief Deputy	melody.davis@oscn.net	10.51.1.48
Meagan Coates	2 nd Deputy	meagan.coates@oscn.net	10.51.1.32/24
Kathy Bruner	Deputy Clerk	kathy.bruner@oscn.net	10.51.1.27

LE
11/7/23




AGREEMENT ADDENDUM
State & Local Government

This Agreement Addendum (this "Addendum") amends and supplements the terms of the Online Services Agreement between LexisNexis, a division of RELX Inc. ("LN") and Muskogee County, OK – Court Clerk Office, a city, state, county or other local government agency ("Subscriber"). The Agreement shall consist of Subscriber's agreement (the "Subscriber Contract"), if applicable, the LexisNexis General Terms and Conditions viewable at www.lexisnexis.com/terms/general (the "General Terms"), together with any other LexisNexis contract proposals or other contract documents, all of which are incorporated into the Agreement by reference and made a part hereof (collectively the "Agreement").

1. **Term.** The term of this Addendum shall be coterminous with the Agreement.
2. **Non-Appropriation of Funds.** If funds are not appropriated or allocated for payment for the type(s) of services contemplated under the Agreement for any current or immediately subsequent fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any calendar month upon 60 days' prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts dues up to the time of termination. In addition, in order to exercise this option, Subscriber shall certify and warrant in writing to LN, under penalty of perjury, that funds for the type(s) of services contemplated have not been appropriated to continue the Agreement for the current or immediately subsequent fiscal year. For a point of clarification, substituting the services provided by LN to another service provider under any circumstances is not grounds to exercise this option.
3. **Contract Amendment.** All amendments, modifications, alterations or changes to the Agreement (excluding the General Terms which may be revised as set forth therein), shall be in writing and signed by both parties.
4. **Miscellaneous.**
 - 4.1 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.
 - 4.2 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.
 - 4.3 In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum will control. In the event of a conflict between the various contract documents that comprise the Agreement, such conflicts shall be resolved in the following order: the General Terms shall control with regard to access and use of the Online Services, for all other purposes, the order of precedence shall be this Addendum, the Subscriber Contract, and then any other LN contract documents.

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:

Subscriber: Muskogee County, OK – Court Clerk Office	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	Robyn Boswell
Job Title:	Court Clerk
Date:	11/7/23

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	_____
Name:	_____
Job Title:	_____
Date:	_____



13th day of Nov 2023
Chairman Kenny Payne
Member [Signature]
Member [Signature]
Attest [Signature]
County Clerk