

Full Legal Name "Customer": Webb County Sheriff's Department	
Financial Account Number: TBD	Organization Customer Number: TBD
"LN": LexisNexis, a division of RELX Inc.	

Customer agrees to purchase or license the LN products and services (each a "Product") set forth in this LexisNexis Master Agreement (this "Master Agreement").

1. TERM

This Master Agreement will begin upon the earliest date indicated in the Master Agreement Period table below ("Effective Date") and will continue in full force and effect for the period(s) set forth below ("Term").

2. SUBSCRIBED PRODUCTS AND COMMITMENT

Customer elects to subscribe to the Products identified in the table(s) below during the Term. In exchange for access to the Products, Customer will pay to LN the Monthly or Annual Commitment amounts and, if applicable, one-time charges set forth in the Product Riders. Customer shall also be responsible for any such other transactional charges as are set forth in the Product Riders to this Master Agreement.

3. PRODUCTS AND PRICING

All

3.1. DISTRIBUTED MEDIA PRODUCTS

Product(s) and Pricing for 'DISTRIBUTED MEDIA' - EHD <input type="checkbox"/> DVD <input type="checkbox"/> N/A <input checked="" type="checkbox"/>		
Acct Number: TBD	Qty of each of those checked above:	# of Terminals of each of those checked above:
Distributed Media Prison Solution	ISBN#	Library #

Check Box if Delivery Address and or Contact Name is same as below <input type="checkbox"/>
Delivery Address:
Contact Name:

PRISON SOLUTIONS Order Periods			Monthly Commitment <input type="checkbox"/>
			Annual Commitment <input type="checkbox"/>
	to		\$
	to		\$
	to		\$
	to		\$
	to		\$

Kiosks*					
Quantity	Vendor	One-time charge per each	Shipping & Handling per each	Taxes (or N/A) per each	TOTAL FEES for Kiosks
		\$	\$	\$	\$

*NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER UNDERSTANDS AND AGREES THAT LN/MB MAY, AT TIMES, ACT ONLY AS A BILLING AGENT FOR THE KIOSK VENDOR AND HAVE NO LIABILITY OR OBLIGATIONS (IN CONTRACT, WARRANTY OR OTHERWISE) FOR THE KIOSKS.

3.2. ONLINE SERVICE PRODUCTS

Product(s) & Pricing for 'ONLINE SERVICE' - STAFF ONLY <input type="checkbox"/> N/A <input type="checkbox"/>		
Total # Government Professionals:	Billgroup #:	
Preferred Pricing Materials	Source/Menu #	Shepards®
Product(s) & Pricing for 'ONLINE SERVICE' Staff on Behalf of Inmate <input checked="" type="checkbox"/> Inmate Access <input checked="" type="checkbox"/> N/A <input type="checkbox"/>		
Total # Terminals: 400	Billgroup #: TBD	
Preferred Pricing Materials	Source/Menu #	Shepards®
Texas Enhanced with Full Federal	1010629	
Corrections Library	1521290	
Texas Practice Library	1010629	

Customer IP Address	
Location	IP Address

ONLINE ACCESS Staff User Name(s) List	
ID Holder Name	ID Holder Email address

ONLINE ACCESS Order Periods				Monthly Commitment <input type="checkbox"/>	Annual Commitment <input checked="" type="checkbox"/>
Beginning	3/1/2023	to	2/29/2024	\$ 4200	
Beginning	3/1/2024	to	2/28/2025	\$ 4200	
Beginning		to		\$	
Beginning		to		\$	
Beginning		to		\$	

4. INCORPORATED TERMS

The Product Riders and Master Agreement Terms attached hereto are material terms of this Master Agreement and are incorporated herein and made a part hereof. In addition, the Online Products are subject to the Terms & Conditions of use for the LexisNexis Services which may be viewed and printed at: <https://www.lexisnexis.com/en-us/terms/LACommercial/terms.page> (the “**General Terms**”).

AGREED TO AND ACCEPTED BY:

Customer:	Webb County Sheriff's Department
[MUST BE COMPLETED BY CUSTOMER]	
Authorized Customer Signature:	
Printed Name:	
Job Title:	
Date:	
Customer Notice Address:	

Attn: _____	

LN:	
[MUST BE COMPLETED BY LN]	
Authorized LN Signature:	
Printed Name:	
Job Title:	
Date:	

CUSTOMER INFORMATION (Please type or print):	
1.	Organization Name (Full Legal Name): Webb County Sheriff's Department
2.	Physical Address: _____ City: _____ State: _____ Zip: _____
3.	County: _____
4.	Country: _____
5.	Telephone Number: _____
6.	Fax Number: _____
7.	Invoice Address (email and physical address): _____
8.	Name of Contact, Telephone Number and Email Address for the following: Overall Installation: _____ Billing: _____ Policy/Legal Notification: _____ Scheduling/Training: _____
9.	Tax Exempt: <input type="checkbox"/> Yes (attach Sales Tax Exemption Certificate) <input type="checkbox"/> No
10.	Organization Address: _____ Web Address: _____
11.	<input type="checkbox"/> If this box is checked, then Customer has requested to be billed and will pay for a whole Order Period at a time.

MASTER AGREEMENT TERMS

The following terms (the “**Master Agreement Terms**”) apply to all Products included in this Master Agreement.

1. Pricing; Payment

- 1.1. Pricing listed in this Master Agreement does not include any applicable taxes, which shall also be due from Customer (if applicable).
- 1.2. Customer will have 30 days to pay each invoice. Amounts which have not been paid within 30 days after the invoice date are thereafter until paid subject to a late payment charge at a rate equal to 15% per annum (or, if less, the maximum legal rate permitted under applicable state or local law or regulation). Additionally, LN shall have the right to terminate this Master Agreement and retain all sums paid by Customer. Customer shall be responsible for collection costs including, but not limited to, collection agency fees, reasonable attorneys’ fees and court costs.
- 1.3. If Customer is a government agency or body, if sufficient funds are not appropriated to Customer for any current or future fiscal period, then Customer may terminate this Master Agreement on the last day of the next full calendar month upon ten (10) days prior written notice to LN. Customer shall be responsible for all amounts due up to the date of termination. In addition, for Customer to exercise this option, they must certify and warrant in writing to LN, under penalty of perjury, that sufficient funds have not been appropriated for these particular prison services for the current or next fiscal year.

2. Term and Termination

- 2.1. The Term of this Master Agreement is specified above and will end on the last day of the last Order Period, defined above as the Term.
- 2.2. Notwithstanding anything to contrary set forth in Section 5.2 of the General Terms, Customer may not terminate this Master Agreement during the Term; provided however, either party may terminate this Master Agreement during the Term for a material breach by the other. Prior to exercising such right of termination, the non-breaching party must first provide the breaching party with 30 days prior written notice setting forth with specificity the nature of the breach. If such breach remains uncured 30 days after the aforementioned breach notice is given, the non-breaching party may terminate immediately upon written notice. If Customer terminates this Master Agreement pursuant to this Section, then Customer will pay all charges incurred up to the date of termination.
- 2.3. LN may terminate this Master Agreement immediately upon written notice to Customer in the event: (i) any subcontracting agreement between LN and its third party suppliers expires or is terminated, (ii) any LN supplier becomes insolvent or makes an assignment for the benefit of creditors, or (iii) any LN supplier is unable or fails to perform the services that are required in order for LN to perform their obligations hereunder. Notwithstanding anything to the contrary in this Master Agreement, LN may suspend or discontinue providing the Product to Customer or its Authorized Users (in whole or part) without notice and pursue any other remedy legally available to it if Customer fails to comply with any of Customer’s obligations hereunder.
- 2.4. Notwithstanding the above, if the Customer is not a government entity, then the Customer may terminate this Master Agreement upon written notice to LN if (i) the governmental body for whom the Customer is operating the prison (“Government Entity”) stops using the facilities attributable to this Master Agreement, or (ii) Government Entity determines, in an official certified statement, supplied to Customer, that the LN services covered in this

Master Agreement do not meet the requirements of the Agreement or applicable law or regulation.

3. **Order of Precedence.** If there is a conflict between terms of different parts of this Master Agreement, the conflicting terms will be interpreted as narrowly as possible in the area of the conflict and the conflict will be resolved by giving precedence to the documents in the following descending order: (1) the Master Agreement Terms unless an exception is specifically identified in a Product Rider and (2) specific Product Terms in the applicable Product Rider for each included Product (applied separately to the applicable Product) and (3) the General Terms

4. Miscellaneous

- 4.1. Subject to any state and/or local open records or freedom of information statutes or rules, this Master Agreement contains confidential pricing information of LN. However, if Customer receives a legitimate freedom of information request, then it shall provide LN with immediate written notice of such request and give LN the ability to challenge the request prior to any such disclosure by Customer. This Section will survive the termination or expiration of this Master Agreement.
- 4.2. If LN accepts an order for a Product on a purchase order issued by Customer (“PO”), the terms and conditions of the PO are for Customer’s internal purposes only and shall in no way modify or affect the terms of this Master Agreement.
- 4.3. Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed physically on or near, or electronically in, the Product. Furthermore, this Master Agreement may not be supplemented, modified or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner.
- 4.4. Customer, excluding inmate/prisoner users, are neither identified on, nor shall it provide access to the Product(s) to any individuals or entities identified on, (a) OFAC’s list of Specially Designated Nationals (“SDN List”), (b) the UK’s HM Treasury’s Consolidated List of Sanctions Targets, (c) the EU’s Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, (d) any other applicable sanctions lists, or (e) any person 50 percent or more owned, directly or indirectly, individually or in the aggregate by a person(s) identified in (a) through (d).
- 4.5. This Master Agreement contains the entire agreement between the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations on that subject matter. This Master Agreement may be amended only by a writing signed by both parties. Notwithstanding the foregoing, LN may change the license terms immediately upon written notice to Customer. If any changes are made to this Master Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against Customer or its Authorized Users but will apply to all similarly situated LN customers using the Product or the Materials therein (as

- applicable). Customer may terminate this Master Agreement upon written notice to LN if any such change to terms and conditions is unacceptable to Customer. For termination to be effective under this Section, written notice of termination must be provided to LN within 90 days of the effective date of the change. Continued use of the Product following notice of the change shall constitute its acceptance of the change.
- 4.6. The failure of LN or any third party supplier to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
 - 4.7. Each third party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.
 - 4.8. This Master Agreement shall be governed by and construed in accordance with the laws of the State of _____ regardless of the law that might otherwise apply under applicable principles of conflicts of law.
 - 4.9. This Master Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Master Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this Master Agreement.
 - 4.10. Neither Customer nor any Authorized User may assign rights or delegate duties under this Master Agreement without the prior written consent of LN, which consent shall not be unreasonably withheld. This Master Agreement and pricing herein is preferred pricing that is based on the overall characteristics that the listed customer has represented and the Products subscribed to hereunder. This Master Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
 - 4.11. All legal notices required under this Master Agreement must be delivered via written communication delivered to Customer at the notice address set forth in Customer's signature block and to LN to the following address: LexisNexis, a division of RELX Inc., Attn: Chief Legal Officer, 9443 Springboro Pike, Miamisburg, OH 45342. For purposes of this Section 4.11, legal notices include (i) an allegation of breach or failure to perform any obligation under this Master Agreement, (ii) any threat to initiate litigation, arbitration, or other legal or administrative proceedings, (iii) a request for a waiver or modification of terms of this Master Agreement, or (iv) a request for indemnification. A party may update its notice address by delivering written notice of the change to the other party in accordance with this section. All legal notices must be delivered by a method providing for proof of delivery. Any such notice or request will be deemed to have been given on the date of receipt. Notwithstanding the foregoing, LN may give routine Product notices (e.g., information regarding a Product's features, content, or other enhancements or changes) via regular U.S. mail, email, as noted in the General Terms or other delivery means reasonably aimed at providing effective delivery. LN may also provide updates to the "Additional Terms" as defined in the General Terms, by displaying the changes electronically in the Online Services.

DISTRIBUTED MEDIA PRODUCT
RIDER TO LEXISNEXIS® PRISON SOLUTIONS

The following additional terms apply to Customers Use of the Distributed Media Product:

DM. 1. LN and Matthew Bender & Company, Inc. (“MB”) provide the Distributed Media-type Products.

DM. 2. Definitions

DM. 2.1. “Authorized User(s)” means each of the Customer’s employees and inmates under Customer’s control and supervision at Customer’s facility and who are authorized by Customer to access and use the Materials, unless a more specific restriction is applied to a certain Product.

DM. 2.2. “Distributed Media” means the set of one or more DVDs and/or External Hard Drives provided by LN/MB to Customer that contains the Materials.

DM. 2.3. “Material(s)” means the materials available in or through the Product.

DM. 2.4. “Product” includes the Distributed Media Product that includes the Materials and the Distributed Media on or through which the Materials are provided to the Customer by LN/MB.

DM. 3. Distributed Media -Type Service

DM. 3.1. During the Term, LN/MB will provide Customer and its Authorized Users with access to and use of the Product. The number of copies of the Product and the delivery locations for such Product are set forth above. LN/MB will use reasonable efforts to update the Distributed Media on monthly or quarterly basis (depending upon the materials). Customer understands and acknowledges that LN/MB may use one or more of its approved subcontractors to install any Kiosk Prison Solution ordered.

DM. 4. License; Restrictions on Use; Products

DM. 4.1. Customer and its Authorized Users are granted a non-exclusive, non-transferable, limited right to access and use the Product made available under this Master Agreement for legal research purposes. The rights granted to each Authorized User are as follows:

DM. 4.1.1. The right to electronically display Materials retrieved through the Product for the Authorized User’s individual use to no more than one person at a time;

DM. 4.1.2. The right to download or make printouts of Materials using the commands of the Product and to create a single printout of Materials accessed via commands of the Product (“Authorized Printouts”);

DM. 4.1.3. To the extent permitted by applicable copyright law, the right to make copies of Authorized Printouts and distribute Authorized Printouts and copies.

DM. 4.2. Except as specifically provided in Section DM 4.1, Customer and its Authorized Users are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Product, and may not print or download Materials without using the commands of the Product.

DM. 4.3. Customer and its Authorized Users are not permitted to:

DM. 4.3.1. Remove or obscure any copyright notice or other notice or terms of use contained in the Product or Materials;

- DM. 4.3.2. Use the Product or Materials in any fashion that may infringe any copyright, intellectual property right, or proprietary or property right or interest of LN or its contractors or content suppliers;
- DM. 4.3.3. Use the Product or Materials to develop a database, infobase, online or similar database service, or other information resource in any media (print, electronic or otherwise, now existing or developed in the future) for sale to or use by others; or
- DM. 4.3.4. Copy, reverse engineer, decompile, disassemble, derive source code, modify or prepare derivative works of the Product or Materials; or
- DM. 4.3.5. Use the Product or Materials in a manner that is non-compliant with any applicable laws, rules or regulations.
- DM. 4.4. The Products, Materials, and feature functionality within the Products may be enhanced, added to, withdrawn, or otherwise changed by LN without notice.
- DM. 5. Proprietary Rights**
- DM. 5.1. The Product and Materials and any copyrights, trademarks, patents, trade secrets, intellectual property rights and other proprietary rights in and to the Product and Materials are owned by LN and its contractors and content suppliers. Customer acquires no proprietary interest in the Product, Materials, or copies thereof.
- DM. 6. Pricing; Payment**
- DM. 6.1. In exchange for access to and use of the Distributed Media, Customer will pay LN/MB the charges set forth above, which includes all charges for shipping and handling.
- DM. 6.2. MB will serve as LN's billing agent during the Term. MB will provide Customer with one consolidated invoice for the Distributed Media which shall be provided to Customer as set forth above. Customer will pay the commitments to MB and MB will remit to LN that portion of the commitments that is due to LN under this Master Agreement.
- DM. 7. Termination**
- DM. 7.1. Upon termination of this Master Agreement, at the direction of LN/MB, Customer will either cease all use of and destroy the Distributed Media, or return the Distributed Media to LN/MB.
- DM. 8. Warranties; Liabilities/Remedies**
- DM. 8.1. LN represents and warrants that it has the right and authority to make the Products available to Customer and its Authorized Users as authorized expressly by this Master Agreement.
- DM. 8.2. EXCEPT AS OTHERWISE PROVIDED ABOVE IN SECTION DM 8.1, THE PRODUCTS AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING. LN DOES NOT WARRANT THE ACCURACY, RELIABILITY OR CURRENTNESS OF THE MATERIALS.
- NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS MASTER AGREEMENT, CUSTOMER'S EXCLUSIVE REMEDY AND LN/MB'S SOLE OBLIGATION WITH RESPECT TO

DEFECTIVE DISTRIBUTED MEDIA WILL BE THE RIGHT TO RETURN THE DEFECTIVE DISTRIBUTED MEDIA FOR A REPLACEMENT COPY AT NO ADDITIONAL CHARGE.

- DM. 8.3. A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, expense or damage of any kind resulting in any way from (a) any errors in or omissions from the Products or any Materials available or not included therein, (b) the unavailability or interruption of the Products or any features thereof or any Materials, (c) Customer's or an Authorized User's use of the Product or Materials regardless of whether Customer received any assistance from a Covered Party in using the Product or Materials, (d) the loss or corruption of any data or equipment in connection with the Product, (e) the content, accuracy, or completeness of Materials, regardless of whether Customer or an Authorized User received assistance in the use of the Product or Materials from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content referred to in the Materials.
- DM. 8.4. "Covered Party" means (a) LN, its affiliates including Matthew Bender, and any officer, director, employee, subcontractor, agent, successor, or assign of LN or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.
- DM. 8.5. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF OR RELATING TO THE PRODUCTS OR MATERIALS OR THIS MASTER AGREEMENT, REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, WHETHER IN ONE CLAIM OR IN MULTIPLE CLAIMS, EXCEED THE LESSER OF CUSTOMER'S ACTUAL DIRECT DAMAGES OR THE AMOUNT CUSTOMER PAID FOR THE PRODUCT IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. CUSTOMER'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH CUSTOMER OR ITS AUTHORIZED USERS MAY HAVE AGAINST ANY COVERED PARTY.
- DM. 8.6. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COVERED PARTIES SHALL NOT BE LIABLE (WHETHER RELATED TO STATUTE, TORT, STRICT LIABILITY, CONTRACT, BREACH OF WARRANTY OR OTHERWISE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, EVEN IF A COVERED PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE PRODUCT, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO INDEMNITY OBLIGATIONS OR CUSTOMER'S (AND ITS AUTHORIZED USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO LN OR ITS THIRD PARTY SUPPLIERS.
- DM. 8.7. LN SHALL NOT ALSO BE LIABLE FOR, AND SHALL BE EXCUSED FROM, ANY FAILURE TO PERFORM OR DELAY IN PERFORMANCE DUE TO CAUSES BEYOND THEIR REASONABLE CONTROL, INTERRUPTIONS OF POWER OR TELECOMMUNICATIONS SERVICES, ACT OF WAR, TERRORISM OR NATURE, GOVERNMENTAL ACTIONS, FIRE, FLOOD, NATURAL DISASTERS OR SIMILAR EVENTS.
- DM. 8.8. If there is a breach of the warranty in Section DM 8.1 above, then LN at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Products or Materials, asserted against Customer by such third party (excluding any decisions or advice made or given as a result of the use of or reliance upon the Materials) provided: (i) all use of the Products and Materials was in

- accordance with this Master Agreement; (ii) the claim, cause of action or infringement was not caused by Customer or its Authorized Users; (iii) Customer gives LN prompt notice of any such claim and stops using the services if requested by LN; and (iv) Customer gives LN the right to solely control and direct the investigation, defense and settlement of each such claim. Customer, at LN's expense, shall reasonably cooperate with LN in connection with the foregoing.
- DM. 8.9. Should the Product or the operation thereof or Materials become, or in the opinion of LN be likely to become, the subject of a claim of set forth above, Customer shall permit LN, at its sole option and expense, either (i) to procure for Customer the right to continue using the Product or Materials, (ii) to replace or modify the same so that it becomes non-infringing; or (iii) terminate Customer's use of the Product (thus, terminating the portion of this Master Agreement related to the related Product) upon notice to Customer and grant Customer a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- DM. 8.10. The provisions of Sections 8.8 and 8.9 shall constitute Customer and its Authorized Users sole and exclusive remedy for the respective matters specified therein.
- DM. 8.11. LN shall have no responsibility to Customer under this Section 8 with respect to any use of the Products or Materials (as defined in the appropriate Rider or the General Terms) in a manner not authorized by this Master Agreement; or for any abuse or modification of the Products or Materials by Customer or its Authorized Users.
- DM. 8.12. Customer, at its expense, shall defend, or at its option, settle and hold LN harmless for any action or proceeding of any kind or description based upon a third party's claim arising from or related to employees or inmate's use or misuse of the Product or any other online service the employees or inmates are able to access via the Product provided (i) the claim or cause of action was not caused by LN; (ii) Customer is given prompt notice of any such claim; and (iii) Customer is given the right to control and direct the investigation, defense and settlement of each such claim to the fullest extent permitted by law. LN, at the expense of Customer, shall reasonably cooperate with Customer in connection with the foregoing. If notified promptly in writing of any claim, demand or a judicial action brought against LN based on an allegation the employees or inmate's use or misuse of the Product or any other online services accessed via the Product constituted the claim, injury or cause of action, then Customer will pay all costs, including reasonable attorneys' fees, associated with resolving such claim and will pay the judgment or settlement amount (if any).
- DM. 8.13. On an annual basis, and upon 10 days written notice from LN, Customer will reasonably cooperate with LN to audit to ensure that the Customer's and its Authorized User's requirements under this Master Agreement are being fulfilled. Any audit will be during Customer's normal business hours and at a mutually agreeable date and time and will be conducted in a manner such that it shall not unreasonably impact Customer's business operations.

ONLINE SERVICE PRODUCT
RIDER TO LEXISNEXIS® PRISON SOLUTIONS

The following additional terms apply to Customers Use of the Online Service Product:

- OS. 1.** Access; LN IDs and Authorized Users
- OS 1.1. Staff Access
- OS. 1.1.1. This Section relates to the Customer's Billgroups and locations (the "Staff on Behalf of Inmates Participating Billgroups," the "Staff Only Participating Billgroups," collectively, the "Staff Participating Billgroups") set forth in this Master Agreement and the Authorized Users under the Staff Participating Billgroups.
- OS. 1.1.2. For Staff Participating Billgroups, an "Authorized User" is restricted to mean only individuals to whom Customer assigns an LN identification number under a Staff Participating Billgroup ("LN ID"). Such Authorized Users may only be Customer's employees, temporary employees, and authorized contractors.
- OS. 1.1.3. Customer agrees that each LN ID may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. Customer will manage its roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User no longer works for Customer or Customer otherwise wishes to terminate the Authorized User's access to the Online Services. Customer is responsible for all use of the Online Services accessed with LN IDs, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Subscriber's employees. Customer will implement policies and procedures to prevent unauthorized use of LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.
- OS. 1.1.4. Customer certifies that on the date this Master Agreement is signed by Customer there are the number of staff professionals specified in this Master Agreement (the "Reference Number") in Customer's organization. Upon the request of LN, Customer will recertify to the Reference Number.
- OS 1.2. Inmate Access
- OS. 1.2.1. This Section relates only to the Customer's Billgroups and locations (the "Inmate Participating Billgroups") set forth in this Master Agreement and the Authorized Terminals under the Inmate Participating Billgroups.
- OS. 1.2.2. "Authorized Terminals" means an individual computer (e.g., individual laptop, individual tablet, workstation, etc.) kiosk or dumb terminal for which there is embedded an LN identification number to access the LN Online Services under an Inmate Participating Billgroup ("LN ID"). For Inmate access, "Authorized Users" are restricted only to Customer's employees and inmates under Customer's control and supervision accessing and using the Online Services via the Authorized Terminals.
- OS. 1.2.3. Customer is responsible for all use of the Online Services accessed via the Authorized Terminals, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Customer's employees and inmates. Customer will implement policies and procedures to ensure compliance with the General Terms, prevent unauthorized use of the Authorized Terminals and LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

- OS. 1.2.4. Customer certifies there are only up to the number of Authorized Terminals listed in the Master Agreement that are available for inmates to access and use the LN Online Services. Customer agrees that pricing provided to Customer depends in part on the number of Authorized Terminals. At the request of LN from time to time, Customer will re-certify in writing the then-current number of Authorized Terminals. If there is a change in the number of Authorized Terminals during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Customer, increase or decrease the commitment listed above by an amount that does not exceed, on a percentage basis, the change in the number of Authorized Terminals. In this Master Agreement, Customer will list the total number of facilities (unique locations) and total inmate population for all facilities. Customer hereby certifies that each LN ID may only be used by the Customer facility and Authorized Terminal to which it is assigned and may not be shared with or used by any other facility or on any other Authorized Terminal.
- OS. 1.2.5. Access to the Product will not include any email, fax, external or internal communication options or download capabilities to address security concerns inherent in allowing inmates to access and use online services via the Internet.
- OS. 1.2.6. The parties acknowledge certain security concerns inherent in allowing prisoners to access and use the LN online services via the Internet. Accordingly, during the Term, Customer shall implement and maintain certain online security standards such as using equipment and system settings that block an inmate's use of: (i) navigation Universal Resource Locators ("URLs") outside of intended product scope; (ii) manipulation of URL strings through the product browser; and (iii) web email links. Customer is responsible for limiting access to servers and URLs defined by LN and such servers and URLs may be changed from time to time by LN. Customer will make changes as needed or requested, but will maintain the responsibility of an inmate's access through its system. Customer shall maintain industry standard online security procedures and in the event such standards vastly improve, then Customer will use reasonable commercial efforts to meet or exceed such standards with respect to use of the LN services. LN may require a third party facility security assessment before service is started or re-instatement of service after a security issue. LN may require a first party security questionnaire be completed before service is started as stated in this Master Agreement.
- OS. 1.2.7. Customer will provide to LN the Internet Protocol address(es) ("IP Address(es)") available for each facility location that will be accessing the LN services in the table on the Configuration and Pricing Sheet. LN may periodically and at request of Customer review failed authentication reports of these IP Address(es) or monitor them to assure that correct materials of the Online Services are being accessed by only those locations authorized or any access to unauthorized websites or email services.
- OS. 1.2.8. Customer agrees that they are providing access specifically for inmates only and that no other LN service(s) may be used by, or on, behalf of an inmate. If Customer has normal accounts outside of inmate access, Customer must maintain a separation of accounts. It is also agreed that Customer shall not provide any inmate the authentications credential(s) (this includes just the product ID without a password) or access to any electronic or paper records that provide LN billing information.