

**SUBSCRIPTION PLAN AMENDMENT  
FOR STATE/LOCAL GOVERNMENT**

<b>"Subscriber":</b> San Mateo County District Attorney	<b>"LN":</b> LexisNexis, a division of Reed Elsevier Inc.
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This Subscription Plan Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Subscriber (the "Agreement"). This Amendment shall also serve as Subscriber's acceptance of the new General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at [www.lexisnexis.com/terms/general](http://www.lexisnexis.com/terms/general).

**1. TERM**

The term of this Amendment will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 6, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 4.1 (the "Term").

**2. AUTHORIZED USERS**

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" shall have the meaning set forth in the Agreement.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
1114W5	Redwood City, CA

**3. CERTIFICATION**

Subscriber certifies that on the date this Amendment is signed by Subscriber there are 60 judges and attorneys, and 4 government professionals for a total of 64 users (the "Reference Number") in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will recertify to the Reference Number.

**4. PREFERRED PRICING MATERIALS AND CHARGES**

4.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*<sup>SM</sup> service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a) Full Federal	SBFFU2	Full
(b) California Content	SBOECA	
(c)		
(d)		
(e)		
<input type="checkbox"/> See attached Rider No. 1 for additional Preferred Pricing Materials		

	COMMITMENT PERIOD(S)	MONTHLY COMMITMENT
Beginning	<u>7/1/2010</u> to <u>6/30/2011</u>	\$ 1691
Beginning	<u>7/1/2011</u> to <u>6/30/2012</u>	\$ 1691
Beginning	<u>7/1/2012</u> to <u>6/30/2013</u>	\$ 1691
Beginning	<u>7/1/2013</u> to <u>6/30/2014</u>	\$ 1691
Beginning	<u>7/1/2014</u> to <u>6/30/2015</u>	\$ 1691

4.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 4.3 and Section 5 (if elected) below.

4.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.



**5. ADDITIONAL CHARGES**

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

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(Initial) Subscriber elects access to the Alternate Pricing Materials

**6. CLOSED OFFER**

The offer of LN contained herein is valid until November 20, 2010. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

**7. CONFIDENTIAL INFORMATION**

Subject to any state open records or freedom of information statutes, this Amendment 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 Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 7 will survive the termination or expiration of this Amendment.

**8. MISCELLANEOUS**

8.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

8.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the fifth Commitment Period on the last day of any calendar month upon at least 30 day's' prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days' prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 4.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

8.3 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

8.4 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

8.5 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

**AGREED TO AND ACCEPTED BY:**

San Mateo County District Attorney

SUBSCRIBER

LexisNexis, a division of Reed Elsevier Inc.

BY: \_\_\_\_\_

BY: D M F

NAME: James P. Fox

NAME: Derek M. Francis

TITLE: District Attorney

TITLE: Pricing Analyst

DATE: \_\_\_\_\_

DATE: 10-13-10

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.