



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

<b>"Subscriber" Name: San Mateo County District Attorney</b>
<b>Account Number: 100000I3O</b>
<b>"LN": LexisNexis, a division of RELX Inc.</b>

### 1. Subscription Agreement

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis+ AI 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.

<b>Number of Government Professional Users:</b>	<b>67</b>
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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 may be issued to support staff for each Government Professional User accounted for above.

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+ AI Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis+ AI product offering described below. The term of Subscriber's commitment for the Lexis+ AI 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+ AI Content & Features		
Product	SKU Number	Number of Users
CA Criminal Practice Analytical	1534492	67
CA Jury Instructions	1011402	67
National Primary Enhanced	1011511	67
All Witkin Library	1011517	67
Prosecutor Premium Library	1011969	67
CA National Government Package	1537088	67
Lexis+™ Practical Guidance - State & Local Government	1534660	67
Lexis+ AI™ Access Ask & Summarize	1547529	67
Lexis+ AI™ Access Drafting	1547532	67
Lexis Create for US Markets (Incl. Transactional & Litigation)	1545335	67
		67

3.2 In exchange for access to the Lexis+ AI 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
6/1/2025 to 12/31/2025	\$2366
1/1/2026 to 12/31/2026	\$5694
1/1/2027 to 12/31/2027	\$5979
1/1/2028 to 12/31/2028	\$6278

3.3 Some of the Online Services may allow Authorized Users to upload documents within the LN Online Services, known as the Vault (“Vault”). Subscriber may elect to disable the Vault for its Authorized Users by initialing below.

**To have the Vault disabled for your Authorized Users, initial here**

\_\_\_\_\_  
(Initial)

3.4 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ AI 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)

3.5 Use of Lexis+ AI under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6 LN may temporarily suspend access to Lexis+ AI 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.



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**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+ AI 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+ AI 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:**

<b>Subscriber: San Mateo County District Attorney</b>	
[MUST BE COMPLETED BY SUBSCRIBER]	
<b>Authorized Subscriber Signature:</b>	_____
<b>Printed Name:</b>	_____
<b>Job Title:</b>	_____
<b>Date:</b>	_____



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**LexisNexis, a division of RELX Inc.**

[COMPLETED BY LEXISNEXIS]

<b>Authorized Signature:</b>	<b>Korinne Pace</b>	Digitally signed by Korinne Pace
<b>Name:</b>		Date: 2025.05.20 09:32:16 -04'00'
<b>Job Title:</b>	Contract Analyst	
<b>Date:</b>		



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CUSTOMER INFORMATION (Please type or print):		
Organization Name: (Full Legal Name)	San Mateo County District Attorney	
Billing Frequency:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Annually
Physical Address		Invoice Address
Street Address:	ON FILE	ON FILE
City:		
State:		
Zip:		
County:		
Telephone:		
Fax:		
Parent Company: (if applicable)		

**Type of Organization:**

☐ Legislative

☐ Judicial

☐ Executive

Professional User: \_\_\_\_\_

Practicing Area of Law: \_\_\_\_\_

Support Staff: \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

Bar No: \_\_\_\_\_

Issuing State: \_\_\_\_\_

Date Issued/Expiration Date: \_\_\_\_\_

Organization Web Address: \_\_\_\_\_

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:	ON FILE		
Billing:	ON FILE		
Policy/Legal Notification:	ON FILE		
Scheduling/Training:	ON FILE		



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	<b>Name</b>	<b>Telephone</b>
Super Admin:	ON FILE	
	<b>Email</b>	<b>IP Address</b>

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
ON FILE			

**"Subscriber":** San Mateo County District Attorney

**"LN":** LexisNexis, a division of RELX Inc.

This Lexis Create Addendum (the **"Addendum"**) between LN and Subscriber is intended to revise the LN subscription agreement (the **"Agreement"**) previously or simultaneously executed between the parties by adding to the Agreement the terms and conditions listed below. It is expressly understood by Subscriber that Lexis Create cannot be accessed unless the Subscriber has an existing subscription to Lexis®, Lexis+® or Lexis+ AI™. This Addendum therefore serves to supplement and is hereby appended to the Agreement to provide Lexis Create features and content.

LN and Subscriber agree to supplement the Agreement as follows:

#### 1. TECHNICAL REQUIREMENTS

Lexis Create is proprietary software developed by LN to integrate LN content directly within the Microsoft Corporation software applications Microsoft® Word. In order to use Lexis Create, Subscriber must (a) have a paid-up license to the requisite Microsoft® Office software; and (b) meet the technical requirements specified on the Lexis Create download site (<https://appsource.microsoft.com/en-gb/product/office/WA200004714>) or the proper operation of the Software (collectively, the **"System Requirements"**).

#### 2. LICENSE

LN grants Subscriber a personal, limited, non-exclusive, non-transferable, right to access and use the Lexis Create. LN retains all right, title, and interest in and to Lexis Create, and any intellectual property embodied therein. All access to and use of LN content via Lexis Create shall be subject to the terms set forth in the Subscription Agreement.

#### 3. INSTALLATION

In order to access Lexis Create, Lexis Create must be installed on Subscriber's system. LN does not perform any installation services and LN's proprietary technology which allows enrichment of Subscriber's content is not installed behind Subscriber's firewall. Subscriber will not receive any transfer of tangible personal property. All installations will be implemented through electronic retrieval by Subscriber of the software that is hosted on the Microsoft AppSource website. Subscriber will download the software at an individual desktop level by individual users or on a network level by an IT administrator. There are no installation charges and no separate integration services agreement.

#### 4. FUNCTIONS

Subscriber acknowledges and agrees that, for certain functions, the Microsoft® Word documents (**"Subscriber's Work"**) that it selects to be analyzed by Lexis Create will momentarily leave its environment and will be sent to LN to be marked/tagged/indexed. LN represents and warrants that all such processing of Subscriber's Work will happen machine-to-machine, without human intervention. LN does not automatically save, or store Subscriber's Work unless an Authorized User utilizes Snippets.

#### 5. SNIPPETS

Lexis Create contains a feature that allows Authorized Users to save Materials made available by LN and user generated content (**"Snippets"**) that are associated solely with their respective LN IDs. Snippets shall be considered Folders, as defined in the LN General Terms and Conditions (**"General Terms"**) and subject to the General Terms.

#### 6. MISCELLANEOUS

Except as expressly revised in this Addendum, all other terms and conditions of the Agreement will remain in full force and effect. If there are any conflicts or inconsistencies between this Addendum and the Agreement, this Addendum will control.

LN's acceptance of this Addendum may be evidence by LN's fulfillment of this Addendum and the Agreement to which this Addendum supplements.

#### AGREED TO AND ACCEPTED BY:

<b>Subscriber:</b>	<b>San Mateo County District Attorney</b>
[MUST BE COMPLETED BY SUBSCRIBER]	
<b>Authorized Subscriber Signature:</b>	
<b>Name:</b>	
<b>Job Title:</b>	
<b>Date:</b>	

**ATTACHMENT SP**  
Service Provider Supplemental Attachment

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This attachment is part of the agreement between LexisNexis and the County of San Mateo.

**I. Contract Dollar Amount**

In no event shall total payment for services under this Agreement exceed two hundred thirty-one thousand nine hundred seventy-four dollars, \$231,974.00.

**II. AVAILABILITY OF FUNDS**

County may immediately terminate this Agreement based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of funding.

**III. EQUAL BENEFITS (check one or more boxes)**

- a. Contractor complies with the County's Equal Benefits Ordinance by:
  - ☒ Offering equal benefits to employees with spouses and employees with domestic partners.
  - ☐ Offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- b. ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- c. Contractor is exempt from this requirement because:
  - ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
  - ☐ Contractor is a party to a collective bargaining agreement that began on type date here and expires on type date here, and intends to offer equal benefits when said agreement expires.

**IV. EMPLOYEE JURY SERVICE (check one or more boxes)**

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- a. ☒ Contractor complies with the County's Employee Jury Service Ordinance.
- b. ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- c. ☐ Contractor is exempt from this requirement because (check all that apply):
  - ☐ The contract is for \$100,000 or less.
  - ☐ Contractor is a party to a collective bargaining agreement that began on type date here and expires on type date here, and intends to comply when the bargaining agreement expires.
  - ☐ Contractor has no employees.
  - ☐ Contractor has no employees who live in San Mateo County.

**V. NON-DISCRIMINATION (check appropriate boxes)**

- a. ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- b. ☒ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**VI. HOLD HARMLESS**

Contractor agrees to indemnify and defend County and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.

Contractor shall be responsible for a breach of the agreement solely to the extent permissible under State law. Please see the Indemnification section in the LexisNexis general terms.

**VII. ELECTRONIC SIGNATURE**

Electronic Signature. If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing written notice to the other party.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.