

Addendum to Order Form Q-0026996

Subscriber: City of San Antonio City Attorney's Office

Account #: 1000063768

1. <u>Effect of Addendum</u>. The Order Form with ID #Q-00269996, the underlying General Terms and Conditions, and applicable Schedule A (collectively the "Agreement"), between you and West is amended to incorporate the terms of this Addendum. This addendum and Order Form with ID #Q-00269996 shall constitute Exhibit 1(a) of RFO 6100006741, and be attached thereto and incorporated therein for all purposes, pursuant to Section 005-Supplemental Terms and Conditions of the RFO. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All terms used in this Addendum will have the meanings given to them in the Agreement. This Addendum supersedes all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.

2. Modification to Agreement.

- 1. Order Form for West Proflex. As of the effective date of Order ID Q-00269996, the parties agree that the WestlawNext agreement between the City of San Antonio, a Texas Municipal Corporation ("City") and West Publishing Corporation d/b/a West, a Thomson Reuters Business ("West"), dated March 3, 2016, is terminated. Unpaid Monthly Charges for services provided under the terminated agreement through the date of termination, if any, shall be due within 30 days of invoice.
- 2. Term of Agreement. The term of Order Form Order ID Q-00269996 for West Proflex shall be thirty-six (36) full calendar months, following the bridge term reflected in the Order Form. The Order Form shall not automatically renew. The Parties may mutually agree to renew the Order Form for one additional one year period on the same terms and conditions, including the 2% price increase. Renewals shall be in writing and signed by the Parties. The City Attorney or the City Attorney's designee may execute renewals on behalf of the City without additional action by the San Antonio City Council, subject to and contingent upon appropriation of funds therefore.
- 3. Number of Licensed Users. The fees stated for West Proflex are for 100 users, including 50 attorney users, and approximately 50 non-attorney users such as paralegals and other non-attorney administrative personnel.
- 4. **Print Products.** Parties acknowledge and agree that the West Complete Library subscription that was included in the March 3, 2016 Agreement was canceled July 31, 2018.
- 5. CLEAR Investigations Advanced and CLEAR Government Fraud. Parties acknowledge and agree that the Order Forms for CLEAR Investigations Advanced and CLEAR Government Fraud, dated March 8, 2016, are not included in the termination described in paragraph 1, above, and shall remain in effect according to their respective provisions, as amended by Addendum 1 to Exhibit 1 of RFO 6100006741.
- 6. Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

(1) Does not boycott Israel; and

(2) Will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

By submitting an offer to or executing contract documents with the City of San Antonio, West hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on West's verification. If found to be false, City may terminate the contract for material breach.

All other terms and conditions of the Agreement will remain unchanged.

Please have this document signed by your authorized representative and returned to us along with the signed West Order Form.

City of San Antonio
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Signed:
Printed Name: Eizarth Provening
Title: First Asca. at Atlanti
Date: 10/24/5