

**SPECIAL CONDITIONS**  
**(Purchase of Services - Long Form)**

- I. Standard Contract (L-1), Section 3, **Term**, is modified as follows:

**Term.** The effective date of this Contract is January 1, 2025. It terminates on December 31, 2028 unless sooner terminated as provided herein. Following the initial four-year term, County may elect to renew this Contract for up to two, 12-month periods by providing 30 days' advance written notice to Contractor prior to the end of the Initial Term or then-current Renewal Term, unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the initial four-year term or renewal term.

- II. General Conditions, Section 5, **Termination and Cancellation**, subparagraph b. is deleted in its entirety and replaced with the following paragraph:

b. **Failure to Perform.** Either party may terminate at any time for any reason. County Shall compensate Contractor for work performed while the contract was in effect in accordance with the Payment Provisions (P-1)

- II. General Conditions, Section 18, **Indemnification**, is deleted in its entirety and replaced with the following paragraph:

18. **Indemnification.** County shall protect, indemnify, defend, and hold harmless Contractor from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to any third-party claim based upon (a) use of information received by County furnished by or through Contractor, unless disclosure of such information was required by law (b) breach by the County of any terms, conditions, representations or certifications in these Master Terms & Conditions - Government (No. 5-23-70-40-01) & Non-FCRA Addendum to LexisNexis Master Terms and Conditions (collectively, "Master Terms & Conditions"); and (c) any Security Event, as defined in the Master Terms & Conditions. Contractor hereby agrees to protect, indemnify, defend, and hold harmless County from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the Contractor Services, when used in accordance with these Master Terms & Conditions, infringe a United States patent or United States registered copyright, subject to the following: (i) County must promptly give written notice of any claim to Contractor; (ii) County must provide any assistance which Contractor may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by Contractor); and (iii) Contractor has

the right to control the defense or settlement of the claim; provided, however, that the County shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. Notwithstanding the foregoing, Contractor will not have any duty to indemnify, defend or hold harmless County with respect to any claim of infringement resulting from (1) County's misuse of the Contractor Services; (2) County's failure to use any corrections made available by Contractor, written notice of which was provided to County (3) County's use of the Contractor Services in combination with any product or information not provided or authorized in writing by Contractor; or (4) any information, direction, specification or materials provided by County or any third-party alone, with no involvement by Contractor. If an injunction or order is issued restricting the use or distribution of any part of the Contractor Services, or if Contractor determines that any part of the Contractor Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, Contractor may in its sole discretion and at its option (A) procure for County the right to continue using the Contractor Services; (B) replace or modify the Contractor Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the Contractor Services; or (C) terminate these Master Terms & Conditions and refund any fees relating to the future use of the Contractor Services. The foregoing remedies constitute County's sole and exclusive remedies and Contractor entire liability with respect to infringement claims or actions. This indemnification provision may be in conflict with the indemnification provisions in the Master Terms & Conditions and any conflicting provisions within the Master Terms & Conditions shall be stricken from the agreement.

- III. General Conditions, Section 25, **Copyrights, Rights in Data, and Works Made for hire.** is deleted in its entirety and replaced with the following paragraph:

County agrees that County shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the Contractor's Services, unless required by law.

- IV. General Conditions, Section 27, **Required Audit**, the following paragraph is added:

County understands and agrees that, in order to ensure compliance with applicable law, Contractor may conduct periodic reviews and/or audits of County's use of the Services. County agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days unless an expedited response is required and a timeframe is agreed upon by County. Violations discovered in any review and/or audit by Contractor will be subject to immediate action including, but not limited to, suspension or termination of the license to use the Contractor's

Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

V. Confidentiality. County agrees to the confidentiality provisions within this agreement and Master Terms & Conditions but is not subject to such provisions to the extent any disclosure is required by the law.

VI. Payment Provisions. Payment is solely governed by the provisions in form P-1. Paragraph 7 in the Master Terms & Conditions is deleted in its entirety. If Contractor increases any fees listed on Schedule A for the length of the agreement, then the Contractor must provide notice to County and County must agree to the price change before incurring any increased charges.

VII. Conflicting Provisions. Any provisions within Forms L-1, L-3, L-4, L-5 and P-1, which are in conflict with the provisions in the Master Terms & Conditions, shall govern this agreement. The conflicting provisions within the Master Terms & Conditions shall be considered stricken from the agreement.