

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

25-928

SAP Number

4400029060

Probation Department

Department Contract Representative	<u>Brent Martin</u>
Telephone Number	<u>909-387-5874</u>
Contractor	<u>RELX (UK) Limited, trading as</u>
	<u>LexisNexis</u>
Contractor Representative	<u>Veronica Harris</u>
Telephone Number	<u>(937) 247-0209</u>
Contract Term	<u>September 1, 2025 to August 31,</u>
	<u>2030</u>
Original Contract Amount	<u>\$0</u>
Amendment Amount	<u>\$0</u>
Total Contract Amount	<u>\$0</u>
Cost Center	<u>4810001000</u>
Grant Number (if applicable)	<u>N/A</u>

Briefly describe the general nature of the contract: Non-financial Software End User License Agreement with RELX (UK) Limited, trading as LexisNexis, including non-standard terms, for Lexis Create software feature, effective for the period of September 1, 2025 through August 31, 2030.

FOR COUNTY USE ONLY

<p>Approved by Legal Form</p> <p><u>Maria Insixiengmay</u></p> <p>Maria Insixiengmay, Deputy County Counsel</p> <p>Date <u>11/14/2025</u></p>	<p>Reviewed for Contract Compliance</p> <p>_____</p> <p>Date _____</p>	<p>Reviewed/Approved by Department</p> <p><u>Tracy Reece</u></p> <p>Tracy Reece, Chief Probation Officer</p> <p>Date <u>11/14/2025</u></p>
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END USER LICENCE AGREEMENT FOR LEXIS CREATE

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IMPORTANT READ CAREFULLY: THIS END USER LICENCE AGREEMENT (THE "END USER AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE LEGAL ENTITY) ("YOU") AND RELX (UK) LIMITED, TRADING AS LEXISNEXIS ("LN", "WE" OR "US") AND ACCOMPANIES THE LEXISNEXIS LEXIS CREATE SOFTWARE. YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY INSTALLING, COPYING, OR USING OR OTHERWISE DEALING END USER LICENCE AGREEMENT FOR LEXIS CREATE SOFTWARE.

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1.1 Subject to any Additional Terms which may apply (including those that may be in force between LN and your organisation) you are granted a personal, nontransferable, non-exclusive limited licence to access and use the Software from time to time made available to you for the purposes only of: (i) research or study; (ii) providing professional services to your clients; and (iii) providing academic services to students.

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1.4 There are technological measures in this Software that are designed to prevent unlicensed use of the Software. You may not be able to exercise your rights to the Software under this End User Agreement unless you activate your copy of the Software in the manner described during the launch sequence. You may also need to reactivate the Software if you modify your computer hardware. We will use those measures to confirm you have a legally licensed copy of the Software.

1.5 If you are not using a licensed copy of the Software you are not permitted to install the Software or future Software updates.

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1.8 You may not remove or obscure the copyright notice or other notices contained in the Software.

2. ACCESS TO SERVICES

2.1 Only you and your employees and support personnel expressly authorised by both us and you shall be entitled to access and use the Software (the "Authorised Users").

2.2 The Software may be added to or otherwise changed by LN without notice.

2.3 You must ensure that each person having access to the Software:

(a) is an Authorised User; and

(b) is using the Software only in accordance with this End User Agreement and any applicable Additional Terms.

2.4 You acknowledge that LN will only provide limited IT support in relation to the Software and all support calls to LN must be made by your IT department representatives.

3. LIMITED WARRANTY

3.1 Subject to you completing the installation of the Software as per our technical specifications we warrant that we have the right and authority to make the Software available to you pursuant to this End User Agreement.

3.2 WITHOUT PREJUDICE TO CLAUSE 3.1, AND SUBJECT TO CLAUSE 8, THE SOFTWARE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND WE MAKE NO EXPRESS WARRANTIES UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THAT THE SOFTWARE IS OR WILL BE COMPLETE OR FREE FROM ERRORS OR THAT INFORMATION WILL CONTINUE TO BE AVAILABLE TO US TO ENABLE US TO KEEP THE SOFTWARE UP-TO-DATE.

3.3 You warrant that your use of this Software with other products or services will not infringe any intellectual property rights or licence restrictions in your other products or services and that you have the right to use the Software with any products, services or materials that you choose to use the Software with.

3.4 For the avoidance of doubt we do not warrant the form or content of any third party software that you use in conjunction with the Software, which is entirely the responsibility of your or the relevant the third party provider.

4. LIMITATION OF LIABILITY

4.1 Subject to clause 8, and to the maximum extent permitted by law, a Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Software available or not included therein, (b) the unavailability or interruption to the supply of the Software or any features thereof, (c) your use or misuse of the Software (regardless of whether you received any assistance from a Covered Party in using or misusing the Software), (d) your use of any equipment in connection with the Software, (e) the content of the Software, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, (g) any damage done to your documents, hardware, software and/ or intellectual property as a result of the insertion of metadata; or (h) any negligence of a Covered Party or its employees, contractors or agents in connection with the performance of our obligations under this Agreement.

4.2 "Covered Party" means (a) us, our affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of us or our affiliates; and (b) each third party supplier of the Software, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of the Software or any of their affiliates.

4.3 Without prejudice to clause 8, our liability to you for breach of any condition or warranty implied under any law which cannot be lawfully modified or excluded by this End User Agreement shall, to the extent permitted by law, be limited at our option to supplying the Software again or paying for their supply. Nothing in this Agreement is intended to exclude liability for death or personal injury resulting from any negligence by us.

4.4 Subject to clause 8, our liability to you for loss or damage of any kind (including loss or damage caused by negligence) is reduced to the extent that you caused or contributed to that loss or damage.

4.5 SUBJECT TO CLAUSE 4.3 AND CLAUSE 8, THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE SOFTWARE SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY YOU IN RESPECT OF THE SOFTWARE IN ANY TWELVE (12) MONTH PERIOD. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

4.6 SUBJECT TO CLAUSE 4.3, THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LEGAL FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE SOFTWARE, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

4.7 The Software is provided for reference purposes only and is not intended, nor should it be used, as a substitute for professional advice or judgement or to provide legal advice with respect to particular circumstances.

4.8 Whilst reasonable efforts are made to keep the Software up to date, you should obtain independent verification or advice before relying upon any piece of information in circumstances where loss or damage may result.

4.9 Any password / ID number issued by us to an Authorised User is personal and confidential to that Authorised User. If we suspect that any password / ID is being used by an unauthorised user or a different Authorised User to the person to whom it was issued, that password / ID may be cancelled.

4.10 Risk in the Software shall pass to you on delivery.

4.11 LN is not responsible for the contents of any third party sites or services, any links contained in any third party sites or services, or any changes or updates to third party sites or services.

5. TERM AND TERMINATION

5.1 This End User Agreement will run for the same term as the Agreement. Subject to clause 8, this End User Agreement, including the Additional Terms, may be changed from time to time by LN or by written agreement. Continued use of the Software following any change constitutes acceptance of the change.

5.2 Without prejudice to LN's other rights to terminate this End User Agreement, LN may discontinue your access to the Software on not less than 30 days' written notice. LN's only obligation in the event of a termination under this clause 5.2, shall be a pro rata refund of any charges paid by you in advance.

5.3 LN may suspend or discontinue providing the Software to you without notice and pursue any other remedy legally available to it if you fail to comply with any of your obligations under this End User Agreement or any of the Additional Terms.

5.4 On termination of this End User Agreement you agree that your licence to use the Software shall be terminated and you agree to remove immediately the Software and all data in relation to the Software from all your systems, hardware and software.

6. MISCELLANEOUS

6.1 You will not disclose to any third party details of this End User Agreement without the prior written consent of LN.

6.2 Except as otherwise provided herein, all notices and other communications from LN to you shall be in writing or displayed electronically in the Software. Notices to you shall be deemed to have been properly given on the date posted, if posted; on the date first made available, if displayed in the Software; or on the date received, if delivered in any other manner. When notices are to be sent to you by post, they will be sent to the address set out in the Agreement, unless you have notified your account manager in writing of another address you wish the notice to be sent to. Notices and other communication from you to LN shall be sent to your account manager by recorded post with a copy sent to the Head of UK Legal at LN's London office address as set out on the LN company website. Notices to LN shall be deemed to have been properly given on the date posted.

6.3 The failure of us 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.

6.4 You may not assign your rights or delegate your duties under this End User Agreement or any Additional Terms without our prior written consent.

6.5 This End User Agreement, the Additional Terms and any non-contractual obligations arising out of or in connection with this Agreement, shall be governed by and construed in accordance English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to

settle any dispute or claims which may arise under or in connection with this Agreement (including non-contractual disputes or claims).

6.6 To the extent that you provide any personal data to us during account registration or otherwise, you acknowledge and agree that such information will be collected, used and disclosed by us in accordance with the LexisNexis privacy statement applicable to the Software (Privacy Policy), subject to applicable privacy and data protection laws and regulations.

6.7 Save for the owners of any intellectual property supplied by LN, no third parties shall acquire any rights under this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.

7. ADDITIONAL TERMS FOR FREE TRIAL USE OF THE SOFTWARE

7.1 You may be granted a free trial of the Software at LN's sole discretion. Where you are provided with access to the Software for free, LN has no obligation to continue to provide such access and You have no right to continue to receive such access.

7.2 In the event that a free trial is granted by LN to the You this End User Agreement is for the minimum period specified by LN. This End User Agreement including the Additional Terms may be changed from time to time by LN immediately upon notice. Your access to the Software may be terminated immediately upon notice to LN if any change is unacceptable. Continued use of the Software following any change constitutes acceptance of the change.

8. ADDITIONAL TERMS FOR CUSTOMERS IN AUSTRALIA AND NEW ZEALAND

8.1 If the Customer is a "consumer" for the purposes of the Australian Consumer Law, the following amendments shall apply to their End User Licence Agreement:

(a) Such laws may confer certain guarantees, rights and remedies on You which cannot be excluded, restricted or modified. If this is the case, to the maximum extent permitted by law, LexisNexis' liability to You is limited at LexisNexis's option to:

a. in the case of goods, replacement or repair of the goods or payment of the cost of replacing or repairing the goods; and

b. in the case of services, resupply of the services or payment of the cost of resupplying the services.

(b) Clause 5.1 shall be amended so that LN will provide at least 7 days' notice of any changes to the terms of this End User Licence Agreement and, if such changes are detrimental to you, you will be entitled to terminate this End User Licence Agreement (and cease to use the Software) within 30 days' of such notice.



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0330 161 1234

United Kingdom 

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In-house Legal Solutions (</solutions/in-house-legal.html>)

Legal AI Capabilities (</solutions/legal-ai.html>)

Legal Guidance and Research (</solutions/legal-guidance-and-research.html>)

LexisNexis Protégé™ (</solutions/protege>)

Small Law Solutions (</solutions/small-law.html>)

POPULAR LINKS

Supplier Payment Terms (<http://www.lexisnexis.co.uk/payment-process>)

Partner Alliance Programme (<http://www.lexisnexis.co.uk/about-us/partner-alliance-program>)

HELP & SUPPORT

Legal Help and Support (</help-and-support/legal-product-help>)

Tolley Tax Help and Support (</help-and-support/tolley-tax-product-help>)

POLICIES

Privacy Policy (<https://www.lexisnexis.com/global/privacy/privacy-policy.page>)

Accessibility (<https://www.lexisnexis.com/global/accessibility/en/accessibility.page>)

Cookie Settings

Terms & Conditions (/terms)

Data Protection Inquiry (<https://www.lexisnexis.com/global/privacy/en/privacy-centre-uk.page>)

Protecting Human Rights:

Our Modern Slavery Agreement (<https://www.relx.com/~media/Files/R/RELX-Group/documents/responsibility/relx-slavery-statement-2025.pdf>)

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