# SECOND ADDENDUM TO THE CUSTOMER AGREEMENT EFFECTIVE JUNE 3, 2015 BETWEEN

## THE COUNTY OF SHASTA AND WEST PUBLISHING CORPORATION DOING BUSINESS AS THOMSON REUTERS ELITE

This Second Addendum is entered into between the County of Shasta ("Customer"), a political subdivision of the State of California, and West Publishing Corporation doing business as Thomson Reuters Elite, ("Elite") for purposes of computer software, training, and annual maintenance.

#### RECITALS

WHEREAS, Customer and Elite have previously entered into an agreement on June 3, 2015 to provide for computer software, training, and annual maintenance (the "Original Agreement"); and

WHEREAS, the Original Agreement was amended on March 18, 2017, by execution of an addendum to the Original Agreement (the "First Addendum") to provide pricing for onsite and remote training; and

WHEREAS, the Original Agreement and First Addendum shall collectively be referred to as the "Agreement."

WHEREAS, Customer and Elite desire to amend the Agreement to extend the term for an additional three years and increase the total compensation by \$10,000.

NOW, THEREFORE, the Agreement is amended as follows:

I. The last full paragraph on page 9 of the Original Agreement is amended to provide, in its entirety, as follows:

The total of all Fees (including recurring Fees) listed herein shall not exceed \$60,000 for six (6) years after the Effective Date, unless otherwise agreed to pursuant to written agreement signed by both parties. If additional software and/or services are requested by Customer, the Fees (including recurring Fees) are not included in this limit.

II. The fourth to last full paragraph on page 12 of the Original Agreement is amended to provide, in its entirety, as follows:

Notwithstanding anything to the contrary set forth in Section 10.1.1 of this Agreement or Section 3.1 of the Maintenance Addendum, the subscription term for the Westlaw Legal Calendaring Rules and the maintenance term for the Software shall terminate on the sixth

anniversary of the Effective Date unless extended by contract amendment.

## III. REAFFIRMATION

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

#### IV. ENTIRE AGREEMENT

The Agreement, as amended, and any attachments, constitute the entire understanding between Customer and Elite.

### V. **EFFECTIVE DATE**

Unless otherwise provided, this Second Addendum shall be deemed effective as of June 3, 2018.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Second Addendum to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this Second Addendum and to bind the Party on whose behalf his/her execution is made.

## COUNTY OF SHASTA (CUSTOMER)

Date:  ATTEST  LAWRENCE G. LEES  Clerk of the Board of Supervisors	LES BAUGH, CHAIRMAN Board of Supervisors County of Shasta State of California
Approved as to form: RUBIN E. CRUSE, JR County Counsel  By: James R. Ross Assistant County Counsel	
Date: 8 00 18	By:  Michael Goddard, Vice President, Finance Tax I.D.#: [On File ]