

**SERIAL 07141 RFP ON-LINE LEGAL RESEARCH SERVICE  
CONTRACT – West Publishing Corporation**

**DATE OF LAST REVISION: October 15, 2008 CONTRACT END DATE: September 30, 2011**

**CONTRACT PERIOD THROUGH SEPTEMBER 30, 2011**

TO: All Departments  
FROM: Department of Materials Management  
SUBJECT: Contract for **ON-LINE LEGAL RESEARCH SERVICE**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 15, 2008 (Eff. 10/01/08)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

---

Wes Baysinger, Director  
Materials Management

DL/mm  
Attach

Copy to: Materials Management  
Amie Bristol, MCSO  
Max Bessler, Legal Defender  
Jennifer Murray, Law Library  
Michele Donnelly, MCAO  
Kelly Farrow, Public Defender  
Bruce Peterson, Office of the Legal Advocate

(Please remove Serial 00230-RFP from your contract notebooks)



## CONTRACT PURSUANT TO RFP

**SERIAL 07141-RFP**

This Contract is entered into this 15<sup>th</sup> day of October, 2008 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and West Publishing Corporation ("Contractor") for the provision of On-Line Legal Research services.

### 1.0 **CONTRACT TERM:**

- 1.1 This Contract is for a term of three (3) years, beginning on the 1<sup>st</sup> day of October, 2008 and ending the 30<sup>th</sup> day of September, 2011, unless County exercises its option to renew the term in accordance with section 1.2 below.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of six (6) years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to renew the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 2.0 **FEE ADJUSTMENTS:**

Any requests for reasonable fee adjustments must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey. . Contractor is able to provide updated pricing for items under 4.0, Other Pricing Options, sixty days prior to each annual anniversary during the base Contract term and any renewal terms.

### 3.0 **PAYMENT:**

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.
- 3.3 Invoices.
  - 3.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
    - Company name, address and contact
    - County bill-to name and contact information
    - Contract serial number
    - County purchase order number
    - Invoice number and date

- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of service provided
- Tax as applicable
- Pricing per unit of service
- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

- 3.3.2 Contractor may, with the concurrence of each individual department, invoice for services using QuickView+.
- 3.3.3 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.
- 3.3.4 Payment may be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program, if Contractor so elects. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor may fill-out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)).
- 3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

**4.0 AVAILABILITY OF FUNDS:**

- 4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The Director shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

**5.0 DUTIES:**

The Contractor shall provide services stated in Exhibit "B" or as otherwise directed in writing.

**6.0 TERMS and CONDITIONS:**

**6.1 REQUIREMENTS CONTRACT:**

- 6.1.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.
- 6.1.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.
- 6.1.3 Purchase orders shall be cancelled in writing.

**6.2 INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

**6.3 INSURANCE REQUIREMENTS:**

- 6.3.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 6.3.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.3.3 Contractor's insurance shall be primary insurance as respects District, and any insurance or self-insurance maintained by District shall not contribute to it.
- 6.3.4 Contractor's insurance shall be primary insurance as respects County.

- 6.3.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.3.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.3.7 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 6.3.8 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 6.3.9 Commercial General Liability.
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 6.3.10 Workers' Compensation.
- 6.3.10.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
- 6.3.10.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.
- 6.3.11 Certificates of Insurance.
- 6.3.11.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**
- 6.3.11.2 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past

completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.3.11.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.3.12 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.4 INTERNET CAPABILITY:

It is the intent of Maricopa County at its option, to utilize the Internet to communicate and to place orders under this Contract.

6.5 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Materials Management Department  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:

West Publishing Corporation  
Attn: Thomas Hamilton  
610 Opperman Drive  
Eagan, Minnesota 55123  
Telephone: 651.687.5744  
Facsimile: 651.687.5686  
E-mail: thomas.hamilton@thomson.com

6.6 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.7 TERMINATION FOR DEFAULT:

6.7.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.7.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.7.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.7.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**6.8 RIGHT OF PARTIAL CANCELLATION:**

If more than one service category (Work Statement) is funded by this Contract, County reserves the right to terminate this Contract or any part thereof based upon the Contractor's failure to perform any part of this Contract without impairing, invalidating or canceling the remaining service category (Work Statement) obligations.

**6.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**6.10 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:**

The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR, Part 76, and its principals.

6.10.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

6.10.2 Have not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.10.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section 7.12.1.2 of this certification; and

6.10.4 Have not within a 3-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause of default.

6.10.5 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to this Contract.

6.10.6 The Contractor agrees to include, without modification, this provision in all lower-tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower-tier covered transactions related to this Contract.

6.11 **OFFSET FOR DAMAGES:**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

6.12 **ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.13 **SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.14 **AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

6.15 **RETENTION OF RECORDS:**

6.15.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.15.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.16 **AUDIT DISALLOWANCES:**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.17 **ALTERNATIVE DISPUTE RESOLUTION:**

6.17.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and

those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.17.1.1 Render a decision;

6.17.1.2 Notify the parties that the exhibits are available for retrieval; and

6.17.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.17.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.17.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

**6.18 CONTRACT COMPLIANCE MONITORING:**

County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract.

6.18.1 If any of the services do not conform to Contract requirements, County may require the Contractor to provide/perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

6.18.1.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.18.1.2 Reduce the Contract price to reflect the reduced value of the services provided.

6.18.2 If the Contractor fails to promptly provide/perform the services satisfactorily or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.18.2.1 By Contract or otherwise, provide/perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

6.18.2.2 Terminate the Contract for default.

**6.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §23-214 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

6.19.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to

the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

6.19.2 The County may request verification of compliance for any Contractor of subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.20 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other similarly situated customer for these or similar services of same quantities and same terms and conditions

6.21 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.22 RIGHTS IN DATA:

The County shall own have the use of all data and reports, if any, resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.23 STRICT COMPLIANCE:

Acceptance by County of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract must be in writing.

6.24 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.25 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona.

6.26 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license or subscriber agreement, the terms of this Contract shall prevail.

6.27 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract.

- 6.27.1 Exhibit A, Pricing.
- 6.27.2 Exhibit B, Scope of Work.
- 6.27.3 Exhibit C, Additional Content Library Selections.
- 6.27.4 Exhibit D, Westlaw Subscriber Agreement (including Schedule A).

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

  
 AUTHORIZED SIGNATURE

Ellen Gillespie, Director of Government Contracts  
 PRINTED NAME AND TITLE

West Publishing Corporation  
610 Opperman Drive, Eagan Minnesota 55123  
 ADDRESS

9/5/08  
 DATE

**MARICOPA COUNTY**

  
 CHAIRMAN, BOARD OF SUPERVISORS

OCT 15 2008  
 DATE

**ATTESTED:**

  
 CLERK OF THE BOARD

OCT 15 2008  
 DATE

**APPROVED AS TO FORM:**

  
 DEPUTY MARICOPA COUNTY ATTORNEY

10/3/8  
 DATE

**EXHIBIT A  
PRICING**

**SERIAL: 07141-RFP**

COMMODITY CODE: NIGP 95670

CONTRACTOR'S NAME:

WEST PUBLISHING CORPORATION

VENDOR # :

W000001926

ADDRESS:

610 OPPERMAN DIRVE

EAGAN, MINNESOTA 55123

P.O. ADDRESS:

N/A

TELEPHONE NUMBER:

651.687.5744

FACSIMILE NUMBER:

651.687.5686

www.west.thomson.com

CONTACT (REPRESENTATIVE):

THOMAS HAMILTON

thomas.hamilton@thomson.com

WILL ACCEPT PROCUREMENT CARD, BUT NO REBATE FOR USE.

DOES HAVE INTERNET ORDERING CAPABILITY.

THERE WILL NOT BE ANY M/WBE PARTICIPATION.

PROMPT PAYMENT TERMS ARE NET 30 DAYS.

**1.0 PRICING - OPTION 1**

DEPARTMENT	NUMBER OF USERS	BUNDLED PRODUCT NAME	MONTHLY PRICE
1.1 County Attorney	(340~360 users)	County Attorney Special Offer	<u>\$11,019.00</u>
1.1.1 County Attorney Investigators	(8~12 users)	County Attorney Public Records Rider	<u>\$723.00</u>
1.2 Public Defender	(275~300 users)	Public Defender Special Offer	<u>\$6,660.00</u>
1.3 Legal Defender	(75~100 users)	Legal Defender Special Offer	<u>\$2,015.00</u>
1.3.1 Legal Defender Investigators	(6~10 users)	Legal Defender Investigators Public Records Rider	<u>\$449.00</u>
1.4 Legal Advocate	(45~55 users)	Legal Advocate Special Offer	<u>\$605.00</u>
1.5 Law Library	(8~12 users)	Law Library Special Offer	<u>\$664.00</u>
1.6 Sheriff's Office	(15~20 users)	Sheriff's Office Special Offer	<u>\$2,544.00</u>
1.7 General Government	(2~5 users)	General Government Special Offer	<u>\$310.00</u>
1.8 Juvenile Public Defender	Number of users to be determined		

**2.0 PRICING - OPTION 2**

DEPARTMENT	NUMBER OF USERS	BUNDLED PRODUCT NAME	MONTHLY PRICE
2.1 County Attorney	(340~360 users)	County Attorney Special Offer + Option 1 Selection	<u>\$11,926.00</u>
2.1.1 County Attorney Investigators	(8~12 users)	County Attorney Public Records Rider	<u>\$782.00</u>
2.2 Public Defender	(275~300 users)	Public Defender Special Offer + Option 1 Selection	<u>\$7,208.00</u>
2.3 Legal Defender	(75~100 users)	Legal Defender Special Offer + Option 1 Selection	<u>\$2,181.00</u>
2.3.1 Legal Defender Investigators	(6~10 users)	Legal Defender Investigators Public Records Rider	<u>\$486.00</u>
2.4 Legal Advocate	(45~55 users)	Legal Advocate Special Offer + Option 1 Selection	<u>\$655.00</u>
2.5 Law Library	(8~12 users)	Law Library Special Offer + Option 1 Selection	<u>\$707.00</u>
2.6 Sheriff's Office	(15~20 users)	Sheriff's Office Special Offer + Option 1 Selection	<u>\$2,754.00</u>
2.7 General Government	(2~5 users)	General Government Special Offer + Option 1 Selection	<u>\$336.00</u>
2.8 Juvenile Public Defender	Number of users to be determined		

In addition to the Special Offer Package, an agency selecting Pricing Option 2 will get to select one additional content offering from Selection 1 of Exhibit C.

**3.0 PRICING - OPTION 3**

DEPARTMENT	NUMBER OF USERS	BUNDLED PRODUCT NAME	MONTHLY PRICE
3.1 County Attorney	(340~360 users)	County Attorney Special Offer + Option 1, 2 or 3	<u>\$12,963.00</u>
3.1.1 County Attorney Investigators	(8~12 users)	County Attorney Public Records Rider	<u>\$850.00</u>
3.2 Public Defender	(275~300 users)	Public Defender Special Offer + Option 1, 2 or 3	<u>\$7,835.00</u>
3.3 Legal Defender	(75~100 users)	Legal Defender Special Offer + Option 1, 2 or 3	<u>\$2,371.00</u>
3.3.1 Legal Defender Investigators	(6~10 users)	Legal Defender Investigators Public Records Rider	<u>\$528.00</u>
3.4 Legal Advocate	(45~55 users)	Legal Advocate Special Offer + Option 1, 2 or 3	<u>\$712.00</u>
3.5 Law Library	(8~12 users)	Law Library Special Offer + Option 1, 2 or 3	<u>\$769.00</u>
3.6 Sheriff's Office	(15~20 users)	Sheriff's Office Special Offer + Option 1, 2 or 3	<u>\$2,993.00</u>
3.7 General Government	(2~5 users)	General Government Special Offer + Option 1, 2 or 3	<u>\$365.00</u>
3.8 Juvenile Public Defender	Number of users to be determined		

In addition to the Special Offer Package, an agency selecting Pricing Option 3 will get to select two additional content offerings from Selection 1 of Exhibit C, or the additional content offering in Selection 2 of Exhibit C, or two content offerings from Selection 3 of Exhibit C.

**4.0 Other Pricing Options**

**4.1** For the Maricopa County agencies listed below, the following add-on libraries are available for purchase at the following discounted rate schedule:

(This schedule represents those add-on libraries most commonly purchased by West's Arizona and similarly situated government customers and is not an exhaustive list, as additional libraries are frequently created.)

Content	Sub No.	County Attorney 100105020	Public Defender 1000609938	Legal Defender 1000047324	Legal Advocate 1000824543	Law Library 1000448640	Sheriff's Office 1003217218	General Gov't 1000833558	Legal Defender Invest 1003459208
AZ Briefs	40469663	\$648.00	\$392.00	\$119.00	\$100.00	\$100.00	\$150.00	\$100.00	\$100.00
AZ PMM+	40467258	\$907.00	\$548.00	\$166.00	\$100.00	\$100.00	\$210.00	\$100.00	\$100.00
Federal PMM	40440429	\$1,296.00	\$784.00	\$237.00	\$100.00	\$100.00	\$299.00	\$100.00	\$100.00
AZ Analytical	40380284	\$648.00	\$392.00	\$119.00	\$50.00	\$218.00	\$150.00	\$50.00	\$50.00
AZ Legislative History	40356326	\$1,296.00	\$784.00	\$237.00	\$100.00	\$100.00	\$299.00	\$100.00	\$100.00
All Briefs	40241127	\$1,944.00	\$1,175.00	\$356.00	\$150.00	\$150.00	\$449.00	\$150.00	\$150.00
AZ Dockets + AZ DUI Practioner Avocate	40264516	\$1,296.00	\$784.00	\$237.00	\$100.00	\$100.00	\$299.00	\$100.00	\$100.00
40737185		\$389.00	\$235.00	\$75.00	\$75.00	\$75.00	\$90.00	\$75.00	\$75.00
NewsRoom	30015029	\$1,037.00	\$627.00	\$190.00	\$57.00	\$62.00	\$239.00	\$50.00	\$50.00
BriefTools	40590474	\$972.00	\$588.00	\$200.00	\$200.00	\$200.00	\$224.00	\$200.00	\$200.00
CiteAdvisor	40725426	\$1,167.00	\$705.00	\$213.00	\$200.00	\$200.00	\$269.00	\$200.00	\$200.00
AZ Legal Calendaring+	40659063	\$648.00	\$392.00	\$119.00	\$50.00	\$50.00	\$150.00	\$50.00	\$50.00
Public Records	30015036	\$1,296.00	\$784.00	\$237.00	\$71.00	\$77.00	\$299.00	\$50.00	\$53.00
Locator	40278895	\$1,037.00	\$627.00	\$190.00	\$57.00	\$62.00	\$239.00	\$50.00	\$50.00
People Finder Report	40544201	\$2,593.00	\$1,567.00	\$474.00	\$200.00	\$200.00	\$599.00	\$200.00	\$200.00
Crimanal Records	40199546	\$907.00	\$548.00	\$166.00	\$50.00	\$54.00	\$210.00	\$50.00	\$50.00
Expert Testimony	40543237	\$1,944.00	\$1,175.00	\$356.00	\$150.00	\$150.00	\$449.00	\$150.00	\$150.00
Amjur All	40338435	\$519.00	\$313.00	\$180.00	\$50.00	\$53.00	\$120.00	\$50.00	\$50.00
CJS	40157519	\$389.00	\$235.00	\$71.00	\$50.00	\$50.00	\$90.00	\$50.00	\$50.00
ResultsPlus	40552574	\$1,296.00	\$784.00	\$237.00	\$100.00	\$461.00	\$299.00	\$100.00	\$100.00
50 State Survey	40417490	\$778.00	\$470.00	\$142.00	\$50.00	\$50.00	\$180.00	\$50.00	\$50.00
USCA Graphical Statutes	40492963	\$194.00	\$118.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
RegulationsPlus	40455011	\$519.00	\$313.00	\$95.00	\$50.00	\$50.00	\$120.00	\$50.00	\$50.00
StateNet	40027857	\$1,037.00	\$627.00	\$190.00	\$57.00	\$62.00	\$239.00	\$50.00	\$50.00
MultiState FegAlert&LegAlert	40372276	\$648.00	\$392.00	\$119.00	\$50.00	\$50.00	\$150.00	\$50.00	\$50.00
Employment Library	40028034	\$1,296.00	\$784.00	\$237.00	\$71.00	\$77.00	\$299.00	\$50.00	\$53.00
Blacks Law Digital	40645790	\$259.00	\$157.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Trial Court Orders	40653322	\$1,296.00	\$784.00	\$237.00	\$100.00	\$100.00	\$299.00	\$100.00	\$100.00

**4.2** For all other Maricopa County agencies, complete library of Westlaw PRO Packages at 20% off then current retails rates.

For a list of available WestlawPRO® Packages, please see [www.west.thomson.com](http://www.west.thomson.com) or contact your local West government sales representative. Additional discounts are also available for multi-year agreements

**4.3** Custom content packages can be created to meet specific agency content needs at discounted prices.

**4.4** Additional On-line, Print and CD-ROM Discounts are also available for bulk and bundled packages

**4.5** Additional promotions may become available from time to time and will be presented to Maricopa County agencies as they arise.

**4.6** Certain Maricopa County agencies may be eligible for a print discount on exisiting subscriptions. Savings may vary depending on eligible existing subscriptions, add-on libraries purchased and program rules. Please see your local West Account Manager for details

## **EXHIBIT B**

### **SCOPE OF WORK**

Contractor shall provide on-line legal research services bundled in packages of sources as well as ala-carte sources from Contractor's catalogs of products/services.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number to satisfy the County's needs.

Other governmental entities under agreement with the County may have access to services provided under this Contract.

#### 1.0 ONLINE LEGAL RESEARCH REQUIREMENTS:

Online legal research access via the Internet to specified legal resources residing on the Contractor's server(s). The specified legal resources shall be updated on a regular basis. Following are the minimum research requirements desired by County agencies.

##### 1.1 Arizona-Related Legal Research Requirements.

Arizona-related legal research may include the specified legal resources as a subset, or library, of a larger on-line database. Arizona-related legal research services and materials should include, but not be limited to, the following:

- Arizona Court Decisions
- Arizona Revised Statutes
- Arizona Digest
- Arizona Administrative Code
- Arizona Legal Forms
- Arizona Practice Guides
- Arizona Jury Verdicts
- Arizona Trial Court Orders
- Arizona Attorney General Opinions
- Pacific Reporter 2<sup>nd</sup>
- 9th Circuit Court of Appeals Decisions
- 9th Circuit Federal District Court Decisions
- Shepard's Arizona and Pacific Citations (Shepard's is a brand name. An equivalent product/service is acceptable.)
- U.S. Supreme Court decisions

##### 1.2 Primary U.S. Legal Documents.

All primary U.S. legal documents, including all state and federal statutes, all state and federal court decisions, and all state and federal administrative regulations and decisions, must be included. Search capabilities shall include ability to search these databases both individually and collectively (i.e., "allfile" or "super allfile").

##### 1.3 Secondary Legal Research Databases.

Secondary legal research services shall include, but not be limited to, databases such as the following: ALR 3rd, 4th, 5th and Federal; American Jurisprudence (Am Jur) 2nd; Restatements of Law; and law journals.

**EXHIBIT B**  
**SCOPE OF WORK**

1.4 Standard Databases.

These are the normal databases that include case law and statutes for the states. These databases search for case law and/or statutes in one state at a time.

1.5 Allfile Databases.

These are databases that search all 50 states for case law at one time for one query.

1.6 Super Allfile Databases.

These databases do what the Allfile databases do, but they add some specialty areas like the Court of Appeals, etc.

1.7 Highlights Databases.

This database contains articles that highlight specific subjects, i.e., environmental law, intellectual property laws, etc. It is more specialized, and deals with newer areas of law where there isn't much information elsewhere.

1.8 Premium Databases.

This database contains specialized legal research tools such as AmJur, Corpus Juris Secundum (CJS), and the American Law Reports (ALR).

1.9 Offline Automated.

This database specifically deals with the tasks of saving data, printing and downloading to disk, offline. It's technology-based rather than being an actual research resource. Printing should include both electronic format and, if available, pdf format of documents.

1.10 Citation Checking/Brief Checking.

1.10.1 A citation checking tool that automatically extracts and checks every citation in a document, saving the input of each cite individually and running the checks separately.

1.10.2 Service to reflect or report on particular cases as to whether they are still current and 'good law'.

1.11 Clipping Services.

A service that accepts a query then automatically and periodically checks for new information, (i.e., case law, law articles, etc.), about the requested subject matter in the query

1.12 News Databases.

Databases that include current content from major newspaper publications, including, but not limited to the Arizona Republic, Los Angeles Times and the New York Times.

1.13 Legal News.

This database contains legal news articles. Search capabilities shall include ability to search these databases both individually and collectively (e.g. 'allfile' or super allfile').

## **EXHIBIT B**

### **SCOPE OF WORK**

1.14 Public Records.

This database contains access to public records resources for investigative purposes. Search capabilities shall include ability to search these databases both individually and collectively (e.g. 'allfile' or 'super allfile').

2.0 IMAGES AND MONTHLY SUBSCRIPTION CHARGES:

This service allows images (photos, charts, etc.) to be extracted and inserted in documents; or also gathers the images within documents that have been prepared, and covers any subscription charges, if any, from publishers who own the copyrights to those images and that article.

3.0 TRAINING:

Competent, continuously available training needs to be a primary objective. There should be no extra charge for this training. It must include beginning, intermediate and advanced types of instruction as well as end-user training materials and services, including print and electronic format user manuals, and in-person training services.

4.0 STRATEGIC ALLIANCE for VOUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the Contractor, a member of \$AVE may have access to this Contract.

5.0 ACCEPTANCE OF SERVICES:

Upon completion of each task, Contractor's work shall be deemed accepted if Contractor's work is complete, accurate and timely and has not been returned by customer for additional information, correction or revision.

6.0 TAX:

No tax shall be levied against labor or services. It is the responsibility of the Contractor to determine any and all taxes.

7.0 CONTRACTOR USER / SUBSCRIBER AGREEMENTS:

Each department will, concurrent with issuance of a purchase order for services, provide a signed copy of Contractor's user / subscriber agreement to Contractor.

8.0 RANGE OF USERS:

The following are approximate ranges of users, by department:

8.1	Maricopa County Attorney's Office	340 – 360
8.2	Maricopa County Attorney's Office Investigators	8 - 12
8.3	Public Defender	275 - 300
8.4	Legal Defender	75 - 100
8.5	Legal Defender Investigators	6 - 10
8.6	Legal Advocate	45 - 55
8.7	Law Library	8 - 12
8.8	Maricopa County Sheriff's Office	15 - 20

**EXHIBIT B**

**SCOPE OF WORK**

- 8.9 General Government 2 - 5
- 8.10 Juvenile Public Defender's Office \*

\* This office was created effective July 1, 2008. Approximately 28 attorneys from the Public Defender's Office will transition to this office. Final number of users and pricing for Public Defender and Juvenile Public Defenders Offices will be determined at a later date.

## EXHIBIT C

### Additional Content Library Selections

**The following are the three available Additional Content Library Selections an individual Maricopa County Agency may choose from, depending on the pricing option that individual agency has selected in Exhibit A.**

**Selection 1)** The following Westlaw content libraries are available for selection:

- Arizona Analytical Library
- Arizona Public Records
- Arizona Briefs
- Arizona DUI Practitioner: Arizona DUI Advocate
- Criminal Litigation Specialist
- Immigration Analytical Library
- Newsroom on Westlaw (All-News)

**Selection 2)** West Reporter Images (if this option is chosen the agency must agree not to cancel any current copies of any West National Reporter that you currently subscribe to)

**Selection 3)** Select any two of the following print titles at no cost (annual updates to these print titles are not included) (for a complete description of any of the listed print titles please see [www.west.thomson.com](http://www.west.thomson.com)):

- Arizona Trial Handbook
- Arizona Law of Evidence, 4<sup>th</sup> (Arizona Practice Series Volume 1)
- Arizona Criminal Law and Rules pamphlet
- Arizona Criminal Procedure, 2d (Arizona Legal Forms Volume 7)
- Arizona Corporate Practice (Arizona Practice Series Volumes 6-7)
- Arizona Criminal and Motor Vehicle Law pamphlet
- Arizona Civil Trial Practice, 2d (Arizona Practice Series Volumes 2-2A)
- Arizona Civil Rules Handbook (Arizona Practice Series Volume 2B)
- Arizona Civil Practice Law and Rules pamphlet
- Arizona Civil Procedure, 3d (Arizona Legal Forms Volumes 1-2A)
- Domestic Relations, 2d (Arizona Legal Forms Volume 4)
- Arizona Probate Law and Rules pamphlet
- Arizona Community Property Law, 3d (Arizona Practice Series Volume 4)
- Arizona Marriage Dissolution Practice (Arizona Practice Series Volume 3)
- Arizona Juvenile Law and Practice pamphlet
- Arizona Family Law and Rules pamphlet
- Arizona Business Organizations-Corporations, 2d (Arizona Legal Forms Volumes 8-9)
- Arizona Business Organizations-LLC and Partnerships, 2d (Arizona Legal Forms Volume 10)
- Arizona Business Regulations pamphlet
- Arizona Business Law Deskbook (Arizona Practice Series Volumes 9-9A)

## EXHIBIT C

### Additional Content Library Selections

- Modern Scientific Evidence: The Law and Science of Expert Testimony
- Winning Evidence Arguments
- Psychological and Scientific Evidence in Criminal Trials
- The Law of Probation and Parole, 2d
- Drinking/Driving Litigation: Criminal and Civil Trial Notebook
- Handling Drunk Driving Cases, 2d
- Intoxication Test Evidence
- Drug Abuse and the Law Sourcebook
- Handling Misdemeanor Cases
- Crimes of Violence: Homicide and Assault
- Crimes of Violence: Rape and other Sex Crimes
- White Collar Crime, 2d

## EXHIBIT D

WESTLAW SUBSCRIBER AGREEMENT**Westlaw<sup>®</sup> Subscriber Agreement**

AGREEMENT entered into between \_\_\_\_\_ ("Subscriber") and WEST, a Thomson Reuters business ("West") regarding Westlaw, its computer assisted legal research service, as follows:

**1. License.**

**a. Grant.** Subscriber is granted a non-exclusive, non-transferable, limited license to access Westlaw. Westlaw consists of various West-owned and third party databases, services, functions and remotely-accessed gateways (collectively "Features") which may change from time to time. Access to certain Features may be restricted. Subscriber is licensed to use data made available on Westlaw ("Data," which includes "Downloaded Data" as defined below) solely in the regular course of legal and other research and related work. Certain Features are licensed subject to paragraphs 2 through 4 or subject to "Additional Terms" (as defined below), all of which take precedence over the license granted in this paragraph. Except as otherwise provided with respect to certain Data, the license includes the right to download and temporarily store insubstantial portions of Data ("Downloaded Data") to a storage device under Subscriber's exclusive control solely (i) to display internally such Downloaded Data and (ii) to quote and excerpt from such Downloaded Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work product created by Subscriber in the regular course of its research and work. Subscriber may also create printouts of Data for internal use and for distribution to third parties for purposes that are consistent with the terms and conditions of this Agreement if such third parties agree not to further distribute the printouts. Subscriber may, on an occasional basis and via Westlaw functionality, direct West to transmit individual documents in electronic format to individual internal user(s). Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms of paragraph 2 herein.

**b. Limitations.** Subscriber may not copy, download, scrape, store, publish, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell or otherwise use the Data, or any portion of the Data, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with West's prior written permission, or (iii) if not expressly prohibited by this Agreement or by the "Additional Terms", as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in Subscriber's work product. Subscriber shall not sell, license or distribute Data (including printouts and Downloaded Data) to third parties or use Data as a component of or as a basis for any material offered for sale, license or distribution.

**c. Rights in Data.** Except for the license granted in this Agreement, all rights, title and interest in Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors ("Contributors").

**d. Additional Terms.** Certain third-party Features are governed by terms and conditions which are different from those set forth in this Agreement ("Additional Terms"). Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online. Additional Terms may be modified effective upon West giving Subscriber notice (in writing or online) of the modification. By using Features governed by Additional Terms, Subscriber agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement.

**2. West Proprietary Data.** Subscriber may, via Westlaw functionality, direct West to transmit West-proprietary documents (i.e., documents not licensed by West from third parties) in electronic format to internal user(s) or to a third party who is an individual if such third party agrees not to further disseminate such documents. Subscriber acknowledges its responsibility in assuring compliance with the foregoing by any third party to whom Subscriber transmits West-proprietary documents pursuant to the preceding sentence. Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms set forth herein. West further grants a non-exclusive, non-transferable, limited license to individual Westlaw users within Subscriber entities to store and use West-proprietary Downloaded Data (as defined above) in a searchable database maintained in connection with an ongoing project of the user ("Project Database"). Such database must consist preponderantly of users' work product with access limited to those internal users actively working on the project. The West-proprietary Downloaded Data may be maintained in the Project Database so long as the project remains active or until any termination of this Agreement, whichever occurs first. Retention of Downloaded Data in a Project Database after the project ends, in an archival database as used as a research tool or in a database accessible to external users is prohibited. West further grants to Subscriber a limited, non-exclusive, non-transferable license to include West-proprietary Downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such West-proprietary Downloaded Data in connection with or as part of a brief is limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. Any further distribution is prohibited without written permission of West. West-proprietary Downloaded Data included in such briefs must retain West copyright notices and indicate that use of, distribution and dissemination to the permitted parties is with the permission of West.

**3. West Legal Directory<sup>™</sup>.** Subscriber may use Data contained in West Legal Directory ("WLD") internally in the regular course of Subscriber's business. Subscriber may also create printouts of insubstantial portions of Data consisting of individual WLD listings or selected names and addresses for its own use. Use of WLD to create mailing or marketing lists for commercial purposes or for distribution to third parties is prohibited.

**4. Usage Restrictions.** Subscriber shall not use any Data and shall not distribute any Data to a third party for use in a manner contrary to or in violation of any applicable federal, state, or

local law, rule or regulation. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. § 1681b). Subscriber acknowledges that access to certain Data available on Westlaw, including but not limited to credit header Data, motor vehicle Data, driver license Data, and voter registration Data is regulated by state or federal laws, such as the Gramm Leach Bliley Act ("GLBA"), the Driver's Privacy Protection Act ("DPPA"), or other state or federal laws and regulations, or is subject to Contributor restrictions. Subscriber agrees not to access such Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to Contributor restrictions. West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, believes that the Data may be used for an improper purpose or otherwise in violation of the terms of this Agreement, or that the terms of West's Contributor agreements requires West to block such access. By accessing Data, Subscriber acknowledges that from time to time, West and its Contributors and/or various government entities may require Subscriber to identify a permissible use and may inquire as to Subscriber's compliance with applicable laws or this Agreement. Subscriber agrees to cooperate with any inquiry, subject to any attorney-client confidentiality. Subscriber shall report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.

**5. Charges and Modification of Charges.** Charges payable by Subscriber for access to Westlaw ("Westlaw Charges") will commence on the date West processes Subscriber's order. Westlaw Charges will be as stated in the Schedule A Price Plan elected by Subscriber or as otherwise agreed upon in writing by the parties. Westlaw Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online. Charges are exclusive of sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days from date of invoice. If full payment is not made, Subscriber may be charged up to the maximum legal interest on any unpaid balance.

**6. Westlaw Software and westlaw.com<sup>™</sup>.**

**a. Westlaw Software.** West may make available to Subscriber, on a subscription basis, software for use in connection with Westlaw. Such software, including new versions and the accompanying user documentation, may be referred to collectively as "Software." All Software will be licensed to Subscriber under a license agreement which will accompany the Software. By using the Software and taking such other action as may be referenced in the Agreement as constituting acceptance, Subscriber agrees to be bound by the terms and conditions of the accompanying license agreement. If Subscriber does not so agree, Subscriber must return any tangible copies of the Software in its possession or control.

**b. westlaw.com.** westlaw.com is an Internet-based service that provides access to Westlaw. West grants Subscriber a non-exclusive, non-transferable, limited license to use westlaw.com (including all versions and updates). Subscriber may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of westlaw.com nor may Subscriber reproduce all or any portion of the components of westlaw.com. Subscriber may use Data cached in Subscriber's local disk drive solely in support of its use of westlaw.com. Certain software used by Subscriber may not be capable of supporting westlaw.com. The performance of westlaw.com varies with the manufacturers' equipment with which it is used.

**7. Disclaimer of Warranties and Limitation of Liability.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ANY SCHEDULE OR LICENSE AGREEMENT, WESTLAW, FEATURES, DATA, SOFTWARE AND WESTLAW.COM ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S, ITS AFFILIATES AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO WESTLAW, FEATURES, DATA, SOFTWARE OR WESTLAW.COM WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF WESTLAW CHARGES PAID BY SUBSCRIBER RELATIVE TO THE SPECIFIC FEATURE (i.e., DATABASE, SERVICE, FUNCTION OR GATEWAY), THE SOFTWARE OR WESTLAW.COM, AS APPLICABLE, WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, ITS AFFILIATES OR CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON DATA; (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT OR USE OF, OR INABILITY TO USE, WESTLAW, FEATURES, DATA, SOFTWARE OR WESTLAW.COM, EVEN IF WEST, ITS AFFILIATES AND/OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (iii) THE PROCURING, COMPILING,

EXHIBIT D

WESTLAW SUBSCRIBER AGREEMENT

INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERING DATA. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. NEITHER WEST NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO WESTLAW WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF WESTLAW ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA.

8. Responsibility for Certain Matters. Subscriber may access Westlaw from additional Subscriber locations upon prior notice of such location. Subscriber is responsible for notifying West in writing of persons to whom Westlaw passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of Westlaw passwords. Subscriber is also responsible for all access to and use of Westlaw, including Features, Software and westlaw.com by Subscriber's personnel or Westlaw passwords, whether or not Subscriber has knowledge of or authorizes such access and use.

9. Limitation of Claims. Except for claims relating to Westlaw Charges or improper use of Westlaw, Features, Software or westlaw.com, no claim, regardless of form, which in any way arises out of this Agreement, may be made, nor such claim brought, under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

10. Term and Termination. This Agreement will become effective upon approval and acceptance by West in St. Paul, Minnesota, and will continue in force until terminated by either party upon at least 30 days prior written notice of termination to the other party; provided, however, that this Agreement may not be terminated prior to one year after the date Subscriber first accesses Westlaw unless otherwise provided in a Special Offer Amendment to the Westlaw Subscriber Agreement. Notwithstanding the foregoing, (i) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties; (ii) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if West reasonably believes that Subscriber's use of Data violates any applicable law or regulation, this Agreement or may result in a risk to public safety, including but not limited to the safety of private individuals; (iii) Subscriber may terminate this Agreement immediately upon giving written notice of termination to West after receiving notice of an amendment (as permitted under paragraphs 1(d) and 11) which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber; and (iv) either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

11. Effect of Agreement. This Agreement (which includes all current and future Schedules, Additional Terms and license agreements and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written or online notice. Any other amendment must be in writing and signed by both parties.

12. Force Majeure. West's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

13. Notices. Except as otherwise provided herein, all notices must be in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: Customer Service, and to Subscriber at the address set forth below.

14. General Provisions. This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement. West, as used herein, applies to West Publishing Corporation, Thomson Legal & Regulatory Applications Inc., West Services, Inc. and their affiliates.

15. Ideas and Concepts. Any and all title, ownership rights, and intellectual property rights concerning any ideas, concepts, suggestions, materials and the like that Subscriber provides to West regarding Westlaw, westlaw.com or Westlaw Software shall become the exclusive property of West and may be used for its business purposes in its sole discretion without any payment, accounting, remuneration or attribution to Subscriber.

SUBSCRIBER

Signature \_\_\_\_\_

Name (please print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact \_\_\_\_\_

Telephone \_\_\_\_\_

Sales Representative \_\_\_\_\_

Westlaw PASSWORDS (optional) – Attach list for additional names.

NAME	PASSWORD	ATTORNEY	
Please Print (last, first)	ISSUE	YES	NO

Contact: \_\_\_\_\_

E-mail for password delivery: \_\_\_\_\_

If Subscriber is a non-Westlaw Special Offer subscriber, the applicable Schedule A Price Plan \_\_\_\_\_ (must be completed) is attached hereto.

# EXHIBIT D

## WESTLAW SUBSCRIBER AGREEMENT

### Schedule A to Westlaw® Subscriber Agreement



#### Plan 2 Government Service

Available only to government personnel accessing Westlaw for government purposes.

Upon accessing Westlaw, a user may elect either per minute or transactional billing in the Options Directory. Such billing election will be effective for all subsequent sessions unless the election is changed. The SUBSCRIBER Database lists the per minute billing classifications, transactional charges and per document charges for each database.

#### 1. Per Minute Charges

A. Per Minute Database Charges	Per Minute Rate
i. Combination Databases	\$1.30
ii. Highlights Databases	2.18
iii. Basic Databases	2.49
iv. Westlaw Standard Databases	4.74
v. Westlaw Standard Databases-Codes	5.68
vi. Deluxe Databases	5.95
vii. Specialty Databases	6.58
viii. Premium Databases	6.85
ix. Allfile Databases	7.39
x. Multi-Search Databases	8.46
xi. Super Allfile Databases	8.34
xii. Select Databases	11.03
xiii. Super Premium Databases	16.38
xiv. Super Select Databases	13.83
xv. ResultsPlus™ Standard Databases	6.16
xvi. ResultsPlus Premium Databases	8.91
xvii. ResultsPlus Allfiles Databases	9.61
xviii. ResultsPlus Super Allfiles Databases	10.85
xix. ResultsPlus Select Databases	14.01
xx. ResultsPlus Super Premium Databases	21.43
xxi. Westlaw Tax Time Class Databases	8.25-23.38

Usage charges begin when Subscriber's password is transmitted and end when Subscriber's telecommunications link is disconnected.

#### B. Communications Charges. \$ .22 per minute.

Communications charges begin when a password is transmitted and end when the telecommunications link is disconnected -- they apply to the entire Westlaw session, excluding offline transmission, offline automated citation checking, Dockets™ and the SUBSCRIBER Database (when accessing Westlaw via transactional billing).

#### 2. Transactional Charges

##### A.

##### i. Search Charges

Each search query will incur a search charge. Search charges range from \$0 to \$167 per search. The search charge applicable to each database is available in the SUBSCRIBER Database. For sales tax purposes only, a percent of each search charge is allocated to communications.

Search charges for multiple database searches are discounted as follows:

1 database	No discount
2-3 databases	10% discount
4-10 databases	20%
11+ databases	N/A

ii. Westlaw Legal Calendaring \$20.00 per transaction

#### B. Online Find Charges \*

	Charge Per Document
Find (includes Primary Law)	\$8
Find (includes Secondary Law)	12
Find (BNA, RIA)	15
Find (PastStat Loc, State LH, NetScan & StateNet)	25
Find (ResultsPlus)	50
Find (ResultsPlus Briefs/Trial Documents)	80
Find (Briefs and Trial Documents)	65
Find (State Survey)	150
Find (Expert Witness)	50-125
Find (Dockets)	15
Find (Regulations Finds/Display)	16
Find (Westlaw Tax)	12-22
Find by Title**	N/A

\* Includes Find Charges for Previous Section/Next Section

\*\*Find by Title creates a search query which will result in a search charge. No separate Find transactional charge will apply. See SUBSCRIBER Database for detailed pricing.

#### C. Online Citation Checking Charges

Citation Service	Charge Per Citation
KeyCite®	\$6.25
RIA-Cite	6.25

QuickCite® creates a search query which will result in a search charge. No separate online citation checking charges apply. No offline transmission charges apply.

#### D. QUOTE Charges

\$ .15 per entry

#### E. Document Display

Graphical Statutes	\$15.00 per document
Profiler Litigation History Reports	75.00 per document
People Finder Reports	
Summary & Sources	\$50.00 per report viewed
Summary	\$25.00 per report viewed
Case Evaluator Reports	
Combined Reports	\$180.00 per report viewed
Individual Report	\$75.00 per report viewed
Expert Investigation Reports	
Expert Challenge Report	\$300.00 per report viewed
Expert Compare Report	\$150.00 per report viewed
Expert Evaluator Report	\$75.00 per report viewed

#### 3. Subscription Charge. \$125 per month per agency

#### 4. Offline Transmission Charges

A user may elect either per line or per document offline transmission billing in the Options Directory. Such election will be effective for all subsequent sessions unless the election is changed. Offline transmission charges apply to all printing and downloading to storage devices and facsimile machines, unless otherwise indicated.

	Rate Per Line	Rate Per Document
Westlaw Public Records Databases	\$ .04	\$ 5
Briefs	.04	20
Selected databases	up to .65	up to 50
All other databases	.04	10

#### 5. WestCheck® and find&print.com Charges

Citation Service	Charge Per Citation
KeyCite	\$6.25
Table of Authorities	1.00
QuoteRight®	7.00
Find	13.00 – 210.00
Find (Selected databases)	23.00 – 70.00
Content Verification	.50

No offline transmission charges apply.

**EXHIBIT D**

**WESTLAW SUBSCRIBER AGREEMENT**

**6. Training Charges**

Onsite training and training at West Information Centers will be provided at no charge.

**7. Alert Services Charges**

**WestClip®**

Non-continuous Clipping \$0  
 Continuous Clipping \$4.50 per day per search  
 BNA Clipping \$14.00 per transaction

**KeyCite Alert**

Non-continuous Clipping \$7.00 per transaction  
 Continuous Clipping \$9.00 per day per transaction  
 KeyRules Alert \$6.00 per transaction

Database charges apply to the online display of WestClip and Dockets Alert results. Find charges and charges associated with documents viewed from KeyCite Alert and Dockets Alert results shall apply. Connect time and communications charges do not apply during transactional billing sessions. Offline transmission charges do not apply to WestClip cite lists (excluding BNA) or KeyCite Alert.

**8. Westlaw Public Records Charges**

The Scope screen for each Westlaw Public Records Database lists its database classification for per minute billing. The search charge applicable to each Westlaw Public Records Database is available in the SUBSCRIBER Database. Additional charges for third-party services may apply. The following transaction charges apply in addition to the per minute and transactional charges:

	<b>Charge Per Detail Record Viewed</b>
Delaware Corporate Records	\$9.00

	<b>Charge Per Entry</b>
D&B Alert	\$5.00

The following charges apply in lieu of per minute and transactional charges:

	<b>Charge Per Document</b>
Duns Business Records Plus*	
Business Record & Full Financial	\$128.90
Business Information Report (domestic)	110.00
Business Information Report (international)	
Africa	443.00
Middle East	443.00
Asia Pacific	443.00
Latin America	340.00
Europe	288.00
Canada	144.00
Comprehensive Report	129.50
Family Tree Report	60.10
Business Record & Financial Abstract	60.10
Business Record	35.70
Business Abstract	23.35
Family Member Profile	9.80
Company Relations	2.35
Per company - 250 companies maximum (250 companies or more - no additional charge)	
Branch Locations	2.35
Per location - 250 locations maximum (250 locations or more - no additional charge)	

\*Minimum fee of \$15.75 per search.

**9. Company Profiles Database Charges**

Index Search	\$0
Company Profile	35 per report
ResultsPlus	40 per report

Offline transmission charges apply to citations list but do not apply to Company Profiles reports themselves.

**10. Dockets Charges**

The following charges apply in lieu of per minute and transactional charges:

Search	\$7 – 14 per transaction
View document	5 per document
Update document	2 – 8 per document
Dockets Alert *	5 per transaction
Multi-Base Searches	20 – 145 per transaction
Docket Tracking *	2 – 10 per transaction
Case Calendaring	
Information Update	2 per transaction
Tracking Service	1 per transaction
Integration Service	1 per transaction
Document retrieval services	At then-current rates

\* Limit of 99 alerts/tracks per password

**11. PDF Charges**

Attorney Medical Advantage	\$225.00 per image
Blaussen Medical Illustration	
Standard Collection	250.00 per image
Premier Collection	275.00 per image
Experian Reports	8.00-44.95 per report
Briefs/Trial Docs/State Surveys	65.00 per image
DE Chancery Docket	65.00 per image
Deed Image	25.00 per image
Dockets PDF	4.00 per image
Expert Witness/Courtroom Transcripts	65.00 per image
Investext	9.95 per page
Legal Due Diligence Reports	200.00 per image
Patent Image	3.00 per image
Real Property Parcel Maps	15.00 per image
ResultsPlus Investext	14.95 per 1 <sup>st</sup> page
(Each additional page)	9.95 per page

No offline transmission charges apply.

**12. West Reporter Images**

West Reporter Images	\$16.00 per image
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No offline transmission charges apply.

**WEST ORDER FORM**  
 610 Opperman Drive, P.O. Box 64833  
 St. Paul, MN 55164-1803  
 Tel: 651/687-8000



<i>Check West account status below as applicable:</i>		Rep Name & Number _____		* * * * * R E Q U I R E D * * * * *
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)			
Existing with no changes <input type="checkbox"/>		Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)		
Acct # _____	PO # _____	Date _____		
Name/Subscriber _____		Bill To Acct # _____		
Order Confirmation Contact Name _____				
E-Mail _____				
Westlaw Password Contact Name (for password delivery) _____				
E-Mail _____				
Permanent Address Change <input type="checkbox"/> One-Time Ship To <input type="checkbox"/> Additional Ship To <input type="checkbox"/> Additional Bill To <input type="checkbox"/>				
Name _____		Attn: _____		
Address _____		Suite/Floor _____		
City _____	State _____	County _____	Zip _____	

WestlawPRO™/CD-ROM Products						
Full Sys #	WestlawPRO/CD-ROM/ WLEC Products	# of Passwords/ FTEs/Students/ Conc. CD Users	Monthly Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly WestlawPRO/CD/ WLEC Charges
<b>Notes:</b>						

**Total Monthly Charges \$** \_\_\_\_\_

Monthly WestlawPRO Charges, CD-ROM Charges and West LegalEdcenter Charges, are billed on the date West processes Subscriber's order and continue for a minimum of 12 months ("Minimum Term"). Upon conclusion of the Minimum Term, CD-ROM Charges are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges will be billed as set forth herein. Upon conclusion of the WestlawPRO and/or West LegalEdcenter Minimum Term, Monthly WestlawPRO Charges and/or West LegalEdcenter Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

\_\_\_\_ **Subscriber's Initials for 24 Month WestlawPRO and/or West LegalEdcenter Minimum Term** Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than \_\_\_\_\_% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months.

\_\_\_\_ **Subscriber's Initials for 36 Month WestlawPRO and/or West LegalEdcenter Minimum Term** Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than \_\_\_\_\_% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the third 12 months not to increase by more than \_\_\_\_\_% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months.

\_\_\_\_ **Subscriber's Initials** \_\_\_\_\_ attorneys or corporate users are employed by Subscriber at the location identified above (for WestlawPRO, CD-ROM case law orders and/or West LegalEdcenter Charges). If West learns that the number of Subscriber's affiliated attorneys exceeds this number, West reserves the right to increase Subscriber Monthly WestlawPRO Charges as applicable.

\_\_\_\_ **CD-ROM and/or West LegalEdcenter annual billing (please check if requested)**

Internal Corporate Use Only	RND
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**West LegalEdcenter Online Features and Services:**

\_\_\_\_ **Subscriber's Initials** - Subscriber acknowledges that each user will receive an initial e-mail communication from West LegalEdcenter which includes important information about using the service (including username and password), as well as ongoing communication regarding new online programs available in their practice area(s) and special announcements. Subscriber's users may opt out after the initial e-mail communication.

Programs excluded from the Online CLE Pass shall be billed at then-current rates via credit card billing.

<b>Technical Contact for Westlaw Patron Access and Campus Research</b>	
Name (please print):	_____
Telephone:	_____
E-Mail Address:	_____
Current Account #:	_____
____ Subscriber Initials _____ Terminals will be used for Patron Access (not required for Campus Research).	

WestlawPRO Renewals	
WestlawPRO Products	Current Monthly WestlawPRO Charges

\_\_\_\_ **Subscriber's Initials for 12 Month Renewal Term** \* Subscriber agrees to commit to an additional 12 months and the Monthly WestlawPRO Charges for the such additional 12 months shall be \_\_\_\_\_% more than the current Monthly WestlawPRO Charges.

\_\_\_\_ **Subscriber's Initials for 24 Month Renewal Term** \* Subscriber agrees to commit to an additional 24 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be \_\_\_\_\_% more than the current Monthly WestlawPRO Charges and the Monthly WestlawPRO Charges for the second additional 12 months shall be \_\_\_\_\_% more than the Monthly WestlawPRO Charges for the first additional 12 months.

\_\_\_\_ **Subscriber's Initials for 36 Month Renewal Term** \* Subscriber agrees to commit to an additional 36 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be \_\_\_\_\_% more than the current Monthly WestlawPRO Charges and the Monthly WestlawPRO Charges for the second additional 12 months shall be \_\_\_\_\_% more than the Monthly WestlawPRO Charges for the first additional 12 months. The Monthly WestlawPRO Charges for the third additional 12 months shall be \_\_\_\_\_% more than the Monthly WestlawPRO Charges for the second additional 12 months.

In the event a promotion in the underlying Order Form required Subscriber to maintain a subscription to certain West products in order to be eligible for such promotion ("Dependency Subscription(s)"), Subscriber must also maintain such Dependency Subscription(s) during the Renewal Term so that Subscriber may be eligible for the pricing set forth herein. In the event Subscriber terminates any of the Dependency Subscription(s) during the Renewal Term, any promotions and related discounts for the Dependency Subscription(s) shall immediately terminate.

\* Effective at the end of the current Minimum Term ("Renewal Term"). Upon conclusion of the Renewal Term, Monthly WestlawPRO Charges are billed thereafter at then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Renewal Term) may be modified as set forth in the "Subscriber Agreement". Subscriber is responsible for all Excluded Charges as incurred.

Westlaw Passwords and QuickView+								
Last Name	First Name, M.I.	Jdg.	Clrk	Atty	Lib	Para	Other	Product(s)

Subscriber shall authorize which Westlaw password(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to accuracy of charges or other information on QuickView+.

Authorized QuickView+ Password Holder \_\_\_\_\_ Password \_\_\_\_\_ Authorized Acct. # \_\_\_\_\_

Print Products/Other Products					
Full Svc #	Print Products and Other Products	Quantity	List Charges	Other	Charges

Total Charges \$ \_\_\_\_\_

**Terms of Payment for Print Products.** West's standard terms of payment for print products purchased are net 30 days. West may elect to accept installment payments on the purchase price. Installment payment terms are \$ \_\_\_\_\_ per month plus tax for approximately \_\_\_\_\_ months until the purchase price, plus any additional amounts under this Order Form, is paid in full.

**Subscription Service and Passwords.** Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials, all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED.

**General Provisions.** This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unremitted installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

**Returns.** If Subscriber is not completely satisfied with any print or CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Westlaw Charges and West LegalEdcenter Charges are non-refundable.

Online Products to be Lapsed		
Full Svc #	Online Products	# of Passwords

The Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan, (for WestlawPRO products and/or CD-ROM Libraries products) and/or the West LegalEdcenter Subscriber Agreement (for West LegalEdcenter products) individually or jointly, as applicable, ("Subscriber Agreement") is/are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.

Signature X \_\_\_\_\_ Date \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE FOR ORDER FORM**

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature X \_\_\_\_\_

For Credit Card Transactions only:

Visa \_\_\_\_\_ Master Card \_\_\_\_\_ Am Ex \_\_\_\_\_

Card # \_\_\_\_\_ Expir. Date \_\_\_\_\_ Total Amt. to Charge \_\_\_\_\_

**WEST PUBLISHING COPORATION, 610 OPPERMAN DRIVE, EAGAN, MI 55123**

PRICING SHEET: NIGP CODE 9615002

Terms: NET 30

Vendor Number: W000001926 X

Telephone Number: 651/687-5744

Fax Number: 651/687-5686

Contact Person: Thomas Hamilton

E-mail Address: [thomas.hamilton@thomson.com](mailto:thomas.hamilton@thomson.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **September 31, 2011.**