

SERIAL 14077-CI ON LINE PUBLIC RECORDS AND LEGAL RESEARCH SERVICES
Contract - Thomson Reuters West Dbawest Publishing Corporation

DATE OF LAST REVISION: May 20, 2015

CONTRACT END DATE: February 28, 2020

CONTRACT PERIOD THROUGH FEBRUARY 28, 2020

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **ON LINE PUBLIC RECORDS AND LEGAL RESEARCH SERVICES**

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 **February 18, 2015**.

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, Chief Procurement Officer
Office of Procurement Services

AS/mm
Attach

Copy to: Office of Procurement Services
Jennifer Anderson-Romero and John Garcia County Attorney
Ken Stahl, Elections
Melody Henderson, Government Relations and Communications
Valerie Lerma, Law Library
Amie Bristol and Sue Malinowsky, MCSO
Karen Render and Sherri Boczar, Office of Legal Advocate
Anna Riddle and Michael Jones, Office of Legal Defender
Christina Phillis and Sharon Neill, Office of the Public Advocate
Stephanie McMillen and Merri Plummer, Office of the Public Defender
David Jones, Public Defenders Office
Shawn Friend, Superior Court Law Library
Michael Cora and Anthony Galindo, Public Health

(Please remove Serial 07141-RFP from your contract notebooks)



CONTRACT PURSUANT TO COMPETITION IMPRACTICABLE

SERIAL 14077-CI

This Contract is entered into this 18th day of February, 2015 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and West Publishing Corporation, doing business as West, a Thomson Reuters business, a Minnesota corporation ("Contractor") for the purchase of on-line public records and legal research services, transactional and litigation software solutions, and hosted practice technology services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of five (5) years, beginning on the 18th day of February, 2015 and ending the 28th day of February, 2020.
- 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 five (5) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend 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:

This contract provides predetermined pricing for each year of the contract and of the additional five year option. Any request for any additional fee adjustments for additional products 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.

3.0 PAYMENTS:

- 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 one (1) legible copy 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 (14077-CI)

- County purchase order number
- Invoice number and date
- Payment terms
- Date of service
- Quantity/number of users
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Extended price
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.2.1 Questions regarding billing or invoicing shall be directed to the Contractor's Customer Service Department at 1-800-328-4880 or online at <http://legalsolutions.thomsonreuters.com/law-products/customer-service/contact-us>.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.4 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 County 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 terminates 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 thirty (30) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 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 Contractor's gross negligence or malfeasance relating to the performance of this Contract. In no event shall either party, its affiliates and/or contributors be liable to the other for any lost profits or other consequential, exemplary, incidental, or special damages relating in whole or in part to the party's rights under the Contract even if the party, its affiliates and/or contributors have been advised of the possibility of such damages.

- 6.1.2 The Contractor shall defend or settle, indemnify and hold harmless the County from and against any claims that the Data Software, as provided to County under this Agreement, infringes any United States copyright, patent, trademark or trade secret of any third party; provided, however, that County's use of the product must be in accordance with the terms of this Contract and its Exhibits, including the applicable product Subscriber Agreement; provided further that County must promptly notify the Contractor in writing of any such claim or cause of action; and provided further that the contractor shall have sole control of the defense or settlement of any action and of any negotiations relating thereto.
- 6.1.3 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 negligence or malfeasance of County.

6.2 **INSURANCE:**

- 6.2.1 Contractor, at Contractor'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++. 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.
- 6.2.2 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.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 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.
- 6.2.5 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. Contractor 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.
- 6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

- 6.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.
- 6.2.8 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.
- 6.2.9 Commercial General Liability:
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 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.
- 6.2.10 Automobile Liability:
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
- 6.2.11 Workers' Compensation:
- 6.2.11.1 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 \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
- 6.2.11.2 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.
- 6.2.12 Errors and Omissions Insurance:
- Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$2,000,000 for each claim.
- 6.2.13 Certificates of Insurance.
- 6.2.13.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's broker, as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.
- 6.2.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion

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

6.2.13.3 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.

6.2.14 Cancellation and Expiration Notice.

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

6.3 NOTICES:

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

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Thomson Reuters West dba West Publishing Corporation
Customer Contract Management
Attn: Kris Wendorff, Contracts Counsel
610 Opperman Drive D5-S501
Eagan, MN 55123
Kris.wendorff@thomsonreuters.com
651-687-4391

6.4 REQUIREMENTS CONTRACT:

6.4.1 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.

6.4.2 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.

6.5 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. 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.

6.6 TERMINATION FOR DEFAULT:

6.6.1 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 a detailed written notice of the default to the Contractor. Contractor shall have fifteen (15) days to cure the default to the satisfaction of the Procurement Officer. If Contractor fails to do so, the Procurement Officer may immediately terminate the contract by written notice.

6.6.2 Except property owned by Contractor through copyright and/or licensed to the County and its researchers through this Contract, 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.

6.6.3 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.

6.7 TERMINATION BY THE COUNTY:

If either party should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the other party may terminate the Contract. If either party persistently disregards laws and ordinances, or fails to proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the other party may terminate the Contract. Prior to termination of the Contract, the other party shall give the breaching party fifteen (15) calendar day's written notice. Upon receipt of such termination notice, the breaching party shall be allowed fifteen (15) calendar days to cure such deficiencies.

6.8 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.

6.9 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.

6.10 ADDITIONS/DELETIONS OF SERVICE:

6.10.1 The Parties reserve the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be modified; the price reduction will be determined through good faith negotiations. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.11 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.12 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.

Notwithstanding the foregoing, the Contractor may, upon written notice to the County, assign or transfer this contract or any rights and obligations hereunder either to an affiliate or to a third party successor to all or substantially all of the business, stock or assets of the Contractor, in each case, subject to the County concurring with the assignment.

6.13 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.14 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.14.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. 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.

6.14.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation 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.

6.14.3 If it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. If the disallowed cost is not in dispute and the Contractor was notified by the County within twelve (12) months of the end of the Contract, the Contractor will reimburse the disallowed amount to the County by check payable to Maricopa County.

6.15 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.

6.16 RIGHTS IN DATA:

The County shall have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by the applicable subscriber agreement or by law.

6.17 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.

6.18 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.18.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). If the contractor provides services under this contract by use of a subcontractor, the contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer on 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 Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.18.2 The Contractor will regularly review compliance with all federal immigration laws and regulations that relate to its employees and compliance with A.R.S. §23-214 (A). The Contractor will certify the results of its review to the County upon request at the Contractor's expense. Unless otherwise prohibited by federal law, if the County is not satisfied with the Contractor's certification for any reason the County retains the legal right to inspect the records of the Contractor's employees performing work in Arizona under this Contract to verify compliance with paragraph [above] of this Section. Contractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County find that the Contractor are not in compliance, the County will consider this a material breach of the contract that is subject to penalties up to and including termination of the contract. The County shall not deem the Contractor in material breach of contract if the Contractor establishes that it has complied with the employment verification provisions prescribed by sections 274a and 274b of the federal immigration and nationality act and the e-verify requirements prescribed by section 23-214, subsection A.

6.19 CONTRACTOR LICENSE REQUIREMENT:

6.19.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.20 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.20.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor and its principals:

6.20.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.20.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or 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;

6.20.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.20.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

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

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

6.21 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

6.22 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.22.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.22.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.23 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall

include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.24 INCORPORATION OF DOCUMENTS:

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

- 6.24.1 Exhibit A, Pricing;
- 6.24.2 Exhibit B, Scope of Work; and
- 6.24.3 Exhibit C, Subscriber Agreement(s).

6.25 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail. In the event of a conflict in the provisions of this Contract and the Exhibits, the order of precedence for purposes of interpretation is as follows:

- 6.25.1 The Contract
- 6.25.2 Exhibit C Subscriber Agreements
- 6.25.3 Exhibit B Scope of Work
- 6.25.4 Exhibit A Pricing

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

CONTRACTOR

Lisa Stokes

AUTHORIZED SIGNATURE

Lisa Stokes

PRINTED NAME AND TITLE

610 Opperman Drive, Eagan MN

ADDRESS

1-13-2015

DATE

MARICOPA COUNTY

[Signature]

CHAIRMAN, BOARD OF SUPERVISORS

FEB 18 2015

DATE

ATTESTED:

[Signature]

CLERK OF THE BOARD

FEB 18 2015

DATE

APPROVED AS TO FORM:

[Signature]

LEGAL COUNSEL

Feb 11, 2015

DATE

**EXHIBIT A
PRICING**

SERIAL 14077-CI										
NIGP CODE: 95670										
RESPONDENT'S NAME:		West Publishing Corporation								
COUNTY VENDOR NUMBER :		W000001926								
ADDRESS:		610 Opperman Drive								
		Eagan, MN 55123								
P.O. ADDRESS:										
TELEPHONE NUMBER:		800-328-4880								
FACSIMILE NUMBER:		800-340-9378								
WEB SITE:		www.legalsolutions.thomsonreuters.com								
CONTACT (REPRESENTATIVE):		For training and account management inquiries:				For contract-related questions:				
REPRESENTATIVE'S E-MAIL ADDRESS:		Kay Engler, Esq., Govt Account Rep				Kris Wendorff				
		480-275-0875				Contracts Counsel				
		kay.engler@thomsonreuters.com				651-687-4391 x42254				
						kris.wendorff@thomsonreuters.com				
		For sales inquires:								
		Michael R. Toolson								
		480.786.5613								
		Mike.toolson@thomsonreuters.com								

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT		X	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	X		
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)		X	%
RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS. FAILURE TO INDICATE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS. RESPONDENT MUST INITIAL THEIR SELECTION BELOW.			
<input checked="" type="checkbox"/> NET 30 DAYS			

West Price Schedule—Master Price Agreement

West Publishing Corporation (dba West, a Thomson Reuters business – hereinafter “West”) is the foremost provider of integrated information solutions to the U.S. legal market. West has been providing legal, government, law enforcement, and information professionals the highest-quality legal, news, business, public records, and law enforcement information, and the most innovative technology solutions and tools to manage it, for more than 140 years.

WEST CONTENT OFFERINGS

Recognizing that Maricopa county agencies have diverse and unique online information research and solutions needs, West offers an extensive variety of plans and packages, thus providing purchasing agencies with maximum flexibility to pick and choose the plan and/or package that is best suited to their specific end users’ needs. West’s Master Price Agreement provides for five (5) different pricing plans:

- **Plan 1—Legal Research.** This plan provides purchasing agencies the ability to pick and choose from seven (7) different commonly requested legal research packages (Plans 1A-1G). Agencies may supplement these core legal research packages by choosing additional content from a select list of optional separately priced add-on libraries (see page 17).
- **Plan 2—Law Enforcement and Investigative Research.** This plan provides access to CLEAR content sets for law enforcement personnel and investigators.
- **Plan 3—Solutions.** This plan provides access to a powerful suite of technology solutions designed specifically to help government legal professionals work more efficiently and more productively. These products can be used separately or integrated into other West products to form a robust set of tools.
- **Plan 4—Print.** This plan provides for a print discount off of new print purchases.
- **Plan 5—Custom Packages.** The custom packages offered as part of this plan recognize that Maricopa county agencies may have diverse and unique needs that cannot be met by the pre-packaged content sets provided by West’s Plans 1-4. These custom packages provide maximum flexibility to purchase custom packages of online information, print, and solutions that are specifically tailored to the unique research needs of individual agencies and end users.

Descriptions of the content included for each Plan and each optional add-on are provided beginning on page 24 of this price proposal.

PRICING

West’s content offerings provide purchasing agencies with cost-effective pricing for access to an extensive variety of packages of online information research content and solutions. Detailed pricing for each plan begins on page of this proposal.

Given the extensive variety of Plans and packages available, it may be helpful to speak to a West representative who is specifically-trained to assess your agency’s unique needs. To discuss content and price plans best suited to your agency’s needs; please contact Mike Toolson (480.786.5613, mike.toolson@thomsonreuters.com) or Kay Engler (480.275.0875, kay.engler@thomsonreuters.com).

Plan 1—Legal Research (Per Password)

This plan provides purchasing agencies the ability to pick and choose from seven (7) different commonly requested legal research packages (Plans 1A-1G):

- Plan 1A. Arizona State Primary
- Plan 1B. Arizona State Primary and Arizona Analytical
- Plan 1C. Arizona State Primary, Arizona Analytical, and Arizona State Briefs
- Plan 1D. National Primary
- Plan 1E. National Primary and Arizona Analytical
- Plan 1F. National Primary, Arizona Analytical, & Arizona State Briefs
- Plan 1G. Westlaw Core

Agencies may supplement these core legal research packages by choosing additional content from a select list of optional separately price add-on libraries, including the following:

- PeopleMap Premier
- All Analytical Library
- AZ Pleadings, Motions, and Memoranda Library
- ALR, All AMJUR, and CJS
- AZ Analytical
- American Law Reports (ALR)
- American Jurisprudence 2d (AMJUR)
- Corpus Juris Secundum (CJS)
- AZ Briefs Plus
- AZ Legislative History
- Law Reviews and Journals
- RegulationsPlus
- Municipal Practitioner Core
- NewsRoom

Descriptions of the content included for each plan and each optional add-on are provided beginning on page 24 of this price proposal.

1A. ARIZONA STATE PRIMARY

Plan 1A—State Primary (Monthly Per User Per Agency Location Pricing) ⁴										
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
1-25	\$46	\$47	\$49	\$51	\$53	\$55	\$58	\$61	\$64	\$67
26-50	\$44	\$45	\$47	\$49	\$51	\$53	\$56	\$58	\$61	\$64
51-100	\$42	\$43	\$45	\$46	\$49	\$51	\$53	\$56	\$59	\$62
101-150	\$40	\$41	\$42	\$44	\$46	\$48	\$51	\$53	\$56	\$59
151-200	\$38	\$39	\$40	\$42	\$44	\$46	\$48	\$50	\$53	\$56
201 +	\$36	\$37	\$38	\$40	\$42	\$43	\$46	\$48	\$50	\$53

1B. ARIZONA STATE PRIMARY AND ARIZONA ANALYTICAL

Plan 1B—State Primary and Analytical (Monthly Per User Per Agency Location Pricing)										
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
1-25	\$62	\$64	\$66	\$68	\$72	\$76	\$79	\$83	\$88	\$92
26-50	\$59	\$61	\$63	\$65	\$68	\$71	\$75	\$78	\$82	\$86
51-100	\$56	\$58	\$59	\$62	\$65	\$68	\$72	\$75	\$79	\$83
101-150	\$53	\$55	\$56	\$58	\$61	\$64	\$67	\$70	\$74	\$78
151-200	\$50	\$52	\$53	\$55	\$58	\$61	\$64	\$67	\$70	\$74
201 +	\$48	\$49	\$51	\$53	\$56	\$59	\$62	\$65	\$68	\$71

1C. ARIZONA STATE PRIMARY, ARIZONA ANALYTICAL, AND ARIZONA STATE BRIEFS

Plan 1C—State Primary, Analytical, and Briefs (Monthly Per User Per Agency Location Pricing)										
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
1-25	\$72	\$74	\$76	\$79	\$83	\$87	\$92	\$96	\$101	\$106
26-50	\$69	\$71	\$73	\$76	\$80	\$84	\$88	\$93	\$97	\$102
51-100	\$66	\$68	\$70	\$73	\$76	\$80	\$84	\$88	\$92	\$97
101-150	\$62	\$64	\$66	\$68	\$72	\$76	\$79	\$83	\$88	\$92
151-200	\$59	\$61	\$63	\$65	\$68	\$71	\$75	\$79	\$83	\$87
201 +	\$56	\$58	\$59	\$62	\$65	\$68	\$72	\$75	\$79	\$83

1D. NATIONAL PRIMARY

Plan 1D—National Primary (Monthly Per User Per Agency Location Pricing)										
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
1-25	\$83	\$85	\$88	\$92	\$96	\$101	\$106	\$111	\$117	\$123
26-50	\$79	\$81	\$84	\$87	\$92	\$97	\$101	\$107	\$112	\$117
51-100	\$75	\$77	\$80	\$83	\$87	\$91	\$96	\$101	\$106	\$111
101-150	\$71	\$73	\$75	\$78	\$82	\$86	\$90	\$95	\$100	\$105
151-200	\$68	\$70	\$72	\$75	\$79	\$83	\$87	\$91	\$96	\$101
201 +	\$64	\$66	\$68	\$71	\$74	\$78	\$82	\$86	\$90	\$94

1E. NATIONAL PRIMARY AND ARIZONA ANALYTICAL

Plan 1E—National Primary and State Analytical (Monthly Per User Per Agency Location Pricing)										
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
1-25	\$97	\$100	\$103	\$107	\$112	\$118	\$123	\$130	\$136	\$143
26-50	\$94	\$97	\$100	\$104	\$109	\$114	\$120	\$126	\$132	\$139
51-100	\$89	\$92	\$94	\$98	\$103	\$108	\$114	\$119	\$125	\$131
101-150	\$85	\$88	\$90	\$94	\$98	\$103	\$108	\$113	\$119	\$125
151-200	\$81	\$83	\$86	\$89	\$94	\$99	\$104	\$109	\$114	\$120
201 +	\$77	\$79	\$82	\$85	\$89	\$93	\$98	\$103	\$108	\$114

1F. NATIONAL PRIMARY, ARIZONA ANALYTICAL, AND ARIZONA STATE BRIEFS

Plan 1F—National Primary, State Analytical, and State Briefs (Monthly Per User Per Agency Location Pricing)										
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
1-25	\$107	\$110	\$114	\$118	\$124	\$130	\$137	\$144	\$151	\$158
26-50	\$104	\$107	\$110	\$115	\$120	\$126	\$132	\$139	\$146	\$153
51-100	\$99	\$102	\$105	\$109	\$115	\$121	\$127	\$133	\$140	\$147
101-150	\$94	\$97	\$100	\$104	\$109	\$114	\$120	\$126	\$132	\$139
151-200	\$89	\$92	\$94	\$98	\$103	\$108	\$114	\$119	\$125	\$131
201 +	\$85	\$88	\$90	\$94	\$98	\$103	\$108	\$113	\$119	\$125

1G. WESTLAW CORE

Plan 1G Westlaw Core (Monthly Per User Per Agency Location Pricing)										
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
1-25	\$128	\$132	\$136	\$141	\$148	\$155	\$163	\$171	\$180	\$189
26-50	\$125	\$129	\$133	\$138	\$145	\$152	\$160	\$168	\$176	\$185
51-100	\$119	\$123	\$126	\$131	\$138	\$145	\$152	\$160	\$168	\$176
101-150	\$113	\$116	\$120	\$125	\$131	\$138	\$144	\$152	\$159	\$167
151-200	\$107	\$110	\$114	\$118	\$124	\$130	\$137	\$144	\$151	\$158
201 +	\$102	\$105	\$108	\$113	\$118	\$124	\$130	\$137	\$143	\$151

PLAN 1—OPTIONAL ADD-ON CONTENT

If an agency selects a Plan 1 Legal Research package (1A-1G), the following optional separately price add-on libraries are available. For any add-ons selected by the agency, the corresponding monthly per user charge will be added to the Legal Research package charge.

Plan 1A –Plan 1G - Optional Add-On Content (Monthly Per User Per Agency Location Pricing)										
Library Name	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
PeopleMap Premier	\$74	\$76	\$79	\$82	\$86	\$89	\$91	\$95	\$100	\$105
All Analytical	\$23	\$24	\$25	\$26	\$27	\$28	\$29	\$30	\$31	\$33
AZ PMM	\$20	\$21	\$22	\$23	\$24	\$25	\$26	\$27	\$28	\$29
ALR, All AMJUR, and CJS	\$18	\$19	\$20	\$21	\$22	\$23	\$24	\$25	\$26	\$27
AZ Analytical	\$18	\$19	\$20	\$21	\$22	\$23	\$24	\$25	\$26	\$27
American Law Reports	\$17	\$18	\$19	\$20	\$21	\$22	\$23	\$24	\$25	\$26
AMJUR 2d	\$15	\$16	\$17	\$18	\$19	\$20	\$21	\$22	\$23	\$24
Corpus Juris Secundum	\$15	\$16	\$17	\$18	\$19	\$20	\$21	\$22	\$23	\$24
AZ Briefs Plus	\$15	\$16	\$17	\$18	\$19	\$20	\$21	\$22	\$23	\$24
AZ Legislative History	\$13	\$14	\$15	\$16	\$17	\$18	\$19	\$20	\$21	\$22
Law Reviews and Journals	\$11	\$12	\$13	\$14	\$15	\$16	\$17	\$18	\$19	\$20
RegulationsPlus	\$9	\$10	\$11	\$12	\$13	\$14	\$15	\$16	\$17	\$18
Municipal Practitioner Core	\$8	\$9	\$10	\$11	\$12	\$13	\$14	\$15	\$16	\$17
NewsRoom	\$5	\$6	\$7	\$8	\$9	\$10	\$11	\$12	\$13	\$14
Practical Law All	\$273	\$281	\$290	\$301	\$316	\$332	\$349	\$366	\$384	\$404
All Cases and Statutes	\$206	\$212	\$219	\$227	\$239	\$251	\$263	\$276	\$290	\$305
Legal Research	\$33	\$34	\$35	\$36	\$38	\$40	\$42	\$44	\$46	\$49
Related Documents	\$33	\$34	\$35	\$36	\$38	\$40	\$42	\$44	\$46	\$49
General Counsel	\$31	\$32	\$33	\$34	\$36	\$38	\$40	\$42	\$44	\$46
Employment and HR	\$31	\$32	\$33	\$34	\$36	\$38	\$40	\$42	\$44	\$46
PastStat Locator	\$26	\$27	\$28	\$29	\$30	\$32	\$33	\$35	\$37	\$38
National Secondary	\$24	\$25	\$26	\$27	\$28	\$29	\$31	\$32	\$34	\$35
Forms Library	\$16	\$17	\$18	\$19	\$20	\$21	\$22	\$23	\$24	\$25
State Trial Court Orders	\$16	\$17	\$18	\$19	\$20	\$21	\$22	\$23	\$24	\$25
Legislative History	\$13	\$14	\$15	\$16	\$17	\$18	\$19	\$20	\$21	\$22
Profiler All	\$11	\$12	\$13	\$14	\$15	\$16	\$17	\$18	\$19	\$20
Graphical Statutes	\$8	\$9	\$10	\$11	\$12	\$13	\$14	\$15	\$16	\$17

Plan 2—Law Enforcement & Investigative Research (Per Password)

Descriptions of the content included for each plan are provided beginning on page 35 of this price proposal.

2A. CLEAR BASIC

2A. CLEAR Basic (Monthly Charge Per Agency Location Pricing)										
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
1	\$79	\$81	\$84	\$87	\$92	\$95	\$98	\$102	\$107	\$112
2	\$137	\$141	\$145	\$151	\$159	\$164	\$169	\$175	\$184	\$193
3	\$182	\$187	\$193	\$201	\$211	\$217	\$224	\$233	\$244	\$257
4	\$239	\$246	\$254	\$264	\$277	\$285	\$294	\$306	\$321	\$337
5	\$290	\$299	\$308	\$320	\$336	\$346	\$356	\$371	\$389	\$409
6-7	\$415	\$427	\$440	\$458	\$481	\$495	\$510	\$531	\$557	\$585
8-10	\$557	\$574	\$591	\$615	\$645	\$664	\$684	\$712	\$747	\$785
11-15	\$668	\$688	\$709	\$737	\$774	\$797	\$821	\$854	\$897	\$942
16-20	\$870	\$896	\$923	\$960	\$1,008	\$1,038	\$1,069	\$1,112	\$1,168	\$1,226
21-25	\$1,048	\$1,079	\$1,112	\$1,156	\$1,214	\$1,250	\$1,288	\$1,339	\$1,406	\$1,477
26-30	\$1,239	\$1,276	\$1,314	\$1,367	\$1,435	\$1,478	\$1,522	\$1,583	\$1,662	\$1,746
31-35	\$1,410	\$1,452	\$1,496	\$1,556	\$1,633	\$1,682	\$1,732	\$1,802	\$1,892	\$1,986
36-40	\$1,611	\$1,659	\$1,709	\$1,777	\$1,866	\$1,922	\$1,980	\$2,059	\$2,162	\$2,270
41-45	\$1,691	\$1,742	\$1,794	\$1,866	\$1,959	\$2,018	\$2,078	\$2,161	\$2,270	\$2,383
46-50	\$1,859	\$1,915	\$1,972	\$2,051	\$2,154	\$2,219	\$2,285	\$2,377	\$2,495	\$2,620
51-55	\$2,066	\$2,128	\$2,192	\$2,279	\$2,393	\$2,465	\$2,539	\$2,640	\$2,772	\$2,911
56-60	\$2,188	\$2,254	\$2,321	\$2,414	\$2,535	\$2,611	\$2,689	\$2,797	\$2,937	\$3,084
61-65	\$2,333	\$2,403	\$2,475	\$2,574	\$2,703	\$2,784	\$2,868	\$2,982	\$3,131	\$3,288
66-70	\$2,513	\$2,588	\$2,666	\$2,773	\$2,911	\$2,998	\$3,088	\$3,212	\$3,372	\$3,541
71-75	\$2,651	\$2,731	\$2,812	\$2,925	\$3,071	\$3,163	\$3,258	\$3,388	\$3,558	\$3,736
76-80	\$2,784	\$2,868	\$2,954	\$3,072	\$3,225	\$3,322	\$3,421	\$3,558	\$3,736	\$3,923
81-85	\$2,818	\$2,903	\$2,990	\$3,109	\$3,265	\$3,363	\$3,464	\$3,602	\$3,783	\$3,972
86-90	\$2,884	\$2,971	\$3,060	\$3,182	\$3,341	\$3,441	\$3,544	\$3,686	\$3,871	\$4,064
91-95	\$2,940	\$3,028	\$3,119	\$3,244	\$3,406	\$3,508	\$3,613	\$3,758	\$3,946	\$4,143
96-100	\$3,039	\$3,130	\$3,224	\$3,353	\$3,521	\$3,627	\$3,735	\$3,885	\$4,079	\$4,283

2B. CLEAR ADVANCED

2B. CLEAR Advanced (Monthly Charge Per Agency Location Pricing)										
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
1	\$174	\$179	\$185	\$192	\$202	\$208	\$214	\$223	\$234	\$246
2	\$298	\$307	\$316	\$329	\$345	\$355	\$366	\$381	\$400	\$420
3	\$393	\$405	\$417	\$434	\$455	\$469	\$483	\$502	\$527	\$553
4	\$510	\$525	\$541	\$563	\$591	\$609	\$627	\$652	\$685	\$719
5	\$615	\$633	\$652	\$679	\$712	\$733	\$755	\$786	\$825	\$866
6-7	\$791	\$815	\$839	\$873	\$916	\$943	\$972	\$1,011	\$1,061	\$1,114
8-10	\$1,053	\$1,085	\$1,117	\$1,162	\$1,220	\$1,257	\$1,294	\$1,346	\$1,413	\$1,484
11-15	\$1,359	\$1,400	\$1,442	\$1,499	\$1,574	\$1,621	\$1,670	\$1,737	\$1,823	\$1,915
16-20	\$1,755	\$1,808	\$1,862	\$1,936	\$2,033	\$2,094	\$2,157	\$2,243	\$2,355	\$2,473
21-25	\$2,096	\$2,159	\$2,224	\$2,313	\$2,428	\$2,501	\$2,576	\$2,679	\$2,813	\$2,953
26-30	\$2,499	\$2,574	\$2,651	\$2,757	\$2,895	\$2,982	\$3,071	\$3,194	\$3,354	\$3,522
31-35	\$2,822	\$2,907	\$2,994	\$3,114	\$3,269	\$3,367	\$3,468	\$3,607	\$3,787	\$3,977
36-40	\$3,205	\$3,301	\$3,400	\$3,536	\$3,713	\$3,824	\$3,939	\$4,097	\$4,302	\$4,517
41-45	\$3,354	\$3,455	\$3,558	\$3,701	\$3,886	\$4,003	\$4,123	\$4,288	\$4,502	\$4,727
46-50	\$3,652	\$3,762	\$3,874	\$4,029	\$4,231	\$4,358	\$4,489	\$4,668	\$4,902	\$5,147
51-55	\$3,881	\$3,997	\$4,117	\$4,282	\$4,496	\$4,631	\$4,770	\$4,961	\$5,209	\$5,469
56-60	\$4,110	\$4,233	\$4,360	\$4,535	\$4,761	\$4,904	\$5,051	\$5,253	\$5,516	\$5,791
61-65	\$4,520	\$4,656	\$4,795	\$4,987	\$5,236	\$5,393	\$5,555	\$5,777	\$6,066	\$6,369
66-70	\$4,723	\$4,865	\$5,011	\$5,211	\$5,472	\$5,636	\$5,805	\$6,037	\$6,339	\$6,656
71-75	\$4,982	\$5,131	\$5,285	\$5,497	\$5,772	\$5,945	\$6,124	\$6,368	\$6,687	\$7,021
76-80	\$5,230	\$5,387	\$5,549	\$5,770	\$6,059	\$6,241	\$6,428	\$6,685	\$7,019	\$7,370
81-85	\$5,292	\$5,451	\$5,614	\$5,839	\$6,131	\$6,315	\$6,504	\$6,765	\$7,103	\$7,458
86-90	\$5,417	\$5,580	\$5,747	\$5,977	\$6,276	\$6,464	\$6,658	\$6,925	\$7,271	\$7,634
91-95	\$5,521	\$5,687	\$5,857	\$6,092	\$6,396	\$6,588	\$6,786	\$7,057	\$7,410	\$7,780
96-100	\$5,707	\$5,878	\$6,055	\$6,297	\$6,612	\$6,810	\$7,015	\$7,295	\$7,660	\$8,043

Plan 3—Solutions

SOLUTIONS

West provides access to a powerful suite of technology solutions designed specifically to help government legal professionals work more efficiently and more productively. These products can be used separately or integrated into other West products to form a robust set of tools (see Plans 1A-1G and Plan 5).

This plan provides purchasing agencies the ability to pick and choose from several different packages of solutions products:

PLAN 3 Solutions (Monthly Per User Per Agency Location Pricing)										
Library Name	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Case Analysis Bundle	\$50	\$52	\$53	\$55	\$58	\$60	\$62	\$64	\$67	\$71
Case Analysis Premier	\$74	\$76	\$79	\$82	\$86	\$89	\$91	\$95	\$100	\$105
Drafting Assistant w/ Research Only	\$57	\$59	\$60	\$63	\$66	\$68	\$70	\$73	\$76	\$80
Drafting Assistant – Transactional	\$50	\$52	\$53	\$55	\$58	\$60	\$62	\$64	\$67	\$71
Drafting Assistant Litigation/Transactional Bundle	\$97	\$100	\$103	\$107	\$112	\$115	\$119	\$124	\$130	\$136
Case Analysis with Drafting Assistant	\$74	\$76	\$79	\$82	\$86	\$89	\$91	\$95	\$100	\$105
Case Analysis Premier with Drafting Assistant	\$99	\$102	\$105	\$109	\$115	\$118	\$122	\$127	\$133	\$140
CaseLogistix*	\$63	\$65	\$67	\$70	\$73	\$75	\$77	\$81	\$85	\$89
Case Production	\$91	\$94	\$97	\$100	\$105	\$108	\$111	\$116	\$122	\$128
West km Government Express	\$66	\$68	\$70	\$73	\$76	\$78	\$81	\$84	\$88	\$92

*Must also purchase Case Production for at least one user.

Descriptions of the content included for each solution are provided beginning on page 35 of this price proposal.

CONCOURSE

PLAN 3 Concourse Matter Room for Government (Monthly Charge Per Agency Pricing)										
# of Seats	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
1-2	\$485	\$500	\$515	\$535	\$562	\$579	\$596	\$620	\$651	\$684
3-5	\$875	\$901	\$928	\$965	\$1,014	\$1,044	\$1,076	\$1,119	\$1,175	\$1,233
6-10	\$1,285	\$1,324	\$1,363	\$1,418	\$1,489	\$1,534	\$1,580	\$1,643	\$1,725	\$1,811
11-20	\$1,800	\$1,854	\$1,910	\$1,986	\$2,085	\$2,148	\$2,212	\$2,300	\$2,415	\$2,536
16-20	\$2,225	\$2,292	\$2,361	\$2,455	\$2,578	\$2,655	\$2,735	\$2,844	\$2,987	\$3,136
21-25	\$2,575	\$2,652	\$2,732	\$2,841	\$2,983	\$3,072	\$3,165	\$3,291	\$3,456	\$3,629
26-30	\$2,825	\$2,910	\$2,997	\$3,117	\$3,273	\$3,371	\$3,472	\$3,611	\$3,792	\$3,981
31-35	\$3,000	\$3,090	\$3,183	\$3,310	\$3,476	\$3,580	\$3,688	\$3,835	\$4,027	\$4,228
36-40	\$3,155	\$3,250	\$3,347	\$3,481	\$3,655	\$3,765	\$3,878	\$4,033	\$4,234	\$4,446
41-50	\$3,445	\$3,548	\$3,655	\$3,801	\$3,991	\$4,111	\$4,234	\$4,403	\$4,624	\$4,855
51-60	\$3,725	\$3,837	\$3,952	\$4,110	\$4,315	\$4,444	\$4,578	\$4,761	\$4,999	\$5,249
61-80	\$4,300	\$4,429	\$4,562	\$4,744	\$4,982	\$5,131	\$5,285	\$5,497	\$5,772	\$6,060
81-100	\$4,870	\$5,016	\$5,167	\$5,373	\$5,642	\$5,811	\$5,986	\$6,225	\$6,536	\$6,863
101-150	\$6,300	\$6,489	\$6,684	\$6,951	\$7,299	\$7,518	\$7,744	\$8,053	\$8,456	\$8,879
151-200	\$7,730	\$7,962	\$8,201	\$8,529	\$8,955	\$9,224	\$9,500	\$9,880	\$10,374	\$10,893
201-250	\$9,155	\$9,430	\$9,713	\$10,101	\$10,606	\$10,924	\$11,252	\$11,702	\$12,287	\$12,901
251-300	\$10,585	\$10,903	\$11,230	\$11,679	\$12,263	\$12,631	\$13,010	\$13,530	\$14,207	\$14,917
301-400	\$13,440	\$13,843	\$14,258	\$14,829	\$15,570	\$16,037	\$16,518	\$17,179	\$18,038	\$18,940
401-500	\$16,300	\$16,789	\$17,293	\$17,984	\$18,884	\$19,451	\$20,034	\$20,835	\$21,877	\$22,971
501-600	\$19,160	\$19,735	\$20,327	\$21,140	\$22,197	\$22,863	\$23,549	\$24,491	\$25,715	\$27,001
601-700	\$22,015	\$22,675	\$23,356	\$24,290	\$25,504	\$26,269	\$27,057	\$28,139	\$29,546	\$31,024
701-800	\$24,870	\$25,616	\$26,385	\$27,440	\$28,812	\$29,676	\$30,567	\$31,789	\$33,379	\$35,048
801-900	\$27,725	\$28,557	\$29,413	\$30,590	\$32,119	\$33,083	\$34,075	\$35,438	\$37,210	\$39,070
901-1,000	\$30,590	\$31,508	\$32,453	\$33,751	\$35,439	\$36,502	\$37,597	\$39,101	\$41,056	\$43,109
1,001-1,250	\$37,730	\$38,862	\$40,028	\$41,629	\$43,710	\$45,021	\$46,372	\$48,227	\$50,638	\$53,170
1,251-1,500	\$44,875	\$46,221	\$47,608	\$49,512	\$51,988	\$53,548	\$55,154	\$57,360	\$60,228	\$63,240
1,501-99,999	\$59,160	\$60,935	\$62,763	\$65,273	\$68,537	\$70,593	\$72,711	\$75,619	\$79,400	\$83,370

PLAN 3 Concourse Legal Hold for Government (Monthly Charge Per Agency Pricing)										
# of Seats	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
1-2	\$120	\$124	\$127	\$132	\$139	\$143	\$147	\$153	\$161	\$169
3-5	\$240	\$247	\$255	\$265	\$278	\$286	\$295	\$307	\$322	\$338
6-10	\$390	\$402	\$414	\$430	\$452	\$466	\$480	\$499	\$524	\$550
11-20	\$540	\$556	\$573	\$596	\$626	\$645	\$664	\$691	\$725	\$761
21-35	\$780	\$803	\$828	\$861	\$904	\$931	\$959	\$997	\$1,047	\$1,100
36-50	\$990	\$1,020	\$1,050	\$1,092	\$1,147	\$1,181	\$1,217	\$1,266	\$1,329	\$1,395
51-75	\$1,230	\$1,267	\$1,305	\$1,357	\$1,425	\$1,468	\$1,512	\$1,572	\$1,651	\$1,733
76-100	\$1,460	\$1,504	\$1,549	\$1,611	\$1,691	\$1,742	\$1,794	\$1,866	\$1,959	\$2,057
101-150	\$1,760	\$1,813	\$1,867	\$1,942	\$2,039	\$2,100	\$2,163	\$2,250	\$2,362	\$2,480
151-200	\$2,030	\$2,091	\$2,154	\$2,240	\$2,352	\$2,423	\$2,495	\$2,595	\$2,725	\$2,861
201-250	\$2,280	\$2,348	\$2,419	\$2,516	\$2,641	\$2,720	\$2,802	\$2,914	\$3,060	\$3,213
251-300	\$2,520	\$2,596	\$2,673	\$2,780	\$2,919	\$3,007	\$3,097	\$3,221	\$3,382	\$3,551
301-400	\$2,820	\$2,905	\$2,992	\$3,111	\$3,267	\$3,365	\$3,466	\$3,605	\$3,785	\$3,974
401-500	\$3,060	\$3,152	\$3,246	\$3,376	\$3,545	\$3,651	\$3,761	\$3,911	\$4,107	\$4,312
501-750	\$3,660	\$3,770	\$3,883	\$4,038	\$4,240	\$4,367	\$4,498	\$4,678	\$4,912	\$5,158
751-1,000	\$4,170	\$4,295	\$4,424	\$4,601	\$4,831	\$4,976	\$5,125	\$5,330	\$5,597	\$5,877
1,001-99,999	\$4,620	\$4,759	\$4,901	\$5,097	\$5,352	\$5,513	\$5,678	\$5,905	\$6,200	\$6,510

Plan 4—Print

~~West's proposal allows for a discount off of new eligible print titles purchased by an agency.~~ Agencies purchasing new titles will receive a 25% discount off of then-current retail prices, provided the purchases are conducted through the agency's local sales consultant or account manager.

- Sales Consultant: Mike Toolson (480.786.5613, mike.toolson@thomsonreuters.com)
- Account Manager: Kay Engler (480.275.0875, kay.engler@thomsonreuters.com)

~~Please note: A new title is defined as a purchase that has not been purchased within five years by the agency.~~

Plan 5—Custom Packages

The custom packages offered as part of this plan recognize that Maricopa county agencies may have diverse and unique needs that cannot be met by the pre-packaged content sets provided by West's Plans 1-4. These custom packages provide purchasing agencies maximum flexibility to purchase custom packages of online information, print, and solutions that are specifically tailored to the unique research needs of individual agencies and end users.

5A. AGENCY-SPECIFIC SPECIAL PACKAGES

When an agency's needs cannot be met by the pricing plans outlined in plans 1-4, West can work with individual purchasing agencies to create custom special packages that are specifically tailored to an agency's unique needs. This allows an agency to enjoy the best value, in terms of both price and content. Price schedules are not available under this plan as the custom agency-specific pricing will be negotiated with the purchasing agency based on its unique needs.

5B. PROS/GOVERNMENT SELECT

West PRO and Government Select Library Collections are slices of content that allow purchasing agencies the ability to purchase specific collections of online, print, and solutions content to meet their unique needs. West will offer purchasing agencies a discount off of then-current retail pricing from our entire catalog of West PRO and Government Select library collections for a multi-year commitment. West PRO and Government Select library collections are a great alternative plan for agencies that have unique research needs and must access content that is not available under Plans 1-4.

Please contact your local West government representative to obtain more information and to obtain your discount.

Terms and Conditions

The following terms and conditions apply to any contract resulting from this proposal (hereinafter "contract").

- **Eligibility**— Available only to authorized Maricopa County government agencies.
- **Contract Term**—The proposed contract term is for a term of five (5) years).
- **Renewal Option**—The County may, at its option and with the agreement of West, renew the term of this Contract for additional terms up to a maximum of five (5) years. The County shall notify West in writing of its intent to extend the Contract term at least (30) calendar days prior to the expiration of the original contract term.
- **Authorized Users**—Only users authorized to use West products by the purchasing County Agency may access and use West products under the terms of this agreement, and such use must be solely for purposes directly related to the purchasing County Agency's research and work.
- **Passwords**—Each user must be assigned a separate password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among users is **STRICTLY PROHIBITED**. West reserves the right to issue additional passwords to the agency if West learns that the product has been used by a person other than the person to whom the password has been issued.

- **Password Rates**—The Monthly Charge per User under each Plan will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one plan to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.
- **Included and Excluded Charges**—Purchasing County Agency will receive the content package as described in their Order Form, Special Offer Amendment, or Software Exhibit. Access to and usage of any other databases, features, and services is excluded and will be billed separately as excluded charges. The excluded content, features, and services will be charged at the applicable rates (including applicable transaction, communications, and other associated charges, if any) for each database, feature, or service accessed according to the then-current terms and conditions as set forth in the then-current Schedule A to Subscriber Agreement Plan 2 Government Service.

West may, at its option, make certain databases, features, and services excluded charges if West is contractually bound or otherwise required to do so by a contributor of data to West, or if the databases, features, and services are enhanced or released after the effective date of any contract awarded to West pursuant to this proposal.

- **New Databases, Features, Services, and Platforms**—West reserves the right to charge for any new Westlaw databases, features, services, or platforms released during the term of this contract (whether “third-party” databases or not), and such charges may be separate from and in addition to the Fixed Monthly Charge. Such charges (if any) shall not be greater than the charges at which such databases, features, services, or platforms are made available to West’s other government subscribers under West’s then-current Government Price Plan.

If, however, any new Westlaw databases, features, services, or platforms released during the term of this contract are made generally available to government subscribers as part of their Westlaw fixed rate agreement, West will also make these same new databases, features, services, or platforms available to the agency at no extra cost.

- **Research Subscriber Agreement/License Agreements**—All access to and usage of Westlaw and CLEAR is governed by the then-current Research Subscriber Agreement and applicable schedules. These agreements are attached and will be incorporated by reference and made part of any contract awarded to West pursuant to this proposal. In addition, access to and usage of CLEAR requires completion of the then-current Account Validation and Certification (AVC) Form. (Samples of these documents are included at the end of this pricing proposal).

Additional terms and conditions may apply depending upon which products and services are selected. These agreements are attached for your reference. In the event that a Purchasing County Agency selects any of these products and services, these agreements will be incorporated by reference into and made part of any contract awarded to West pursuant to this proposal. These agreements include the following:

Product	License Agreement
WestlawNext	Research Subscriber Agreement
CLEAR	Research Subscriber Agreement
Case Analysis	West Master Software Agreement
Drafting Assistant	West Master Software Agreement
Case Logistix	West Master Software Agreement or Hosted Practice Solutions Subscriber Agreement
Case Production	West Master Software Agreement
West km Government Express	West Master Software Agreement
Concourse	Hosted Practice Solutions Subscriber Agreement

- **Contractor Information**—Any contract resulting from this proposal will be with:

Legal Contracting Entity:	West Publishing Corporation
Doing Business As (DBA):	West, a Thomson Reuters business
Corporate Address:	610 Opperman Drive, Eagan, MN 55123
Remittance Address:	P.O. Box 6292, Carol Stream, IL 60197-6292
Federal Tax ID #:	41-1426973

DUNS #:	14-850-8286
Cage Code:	89101

- **Special Offer Order Processing**—Service will begin the first day of the first month following receipt of the fully executed contract (or delivery order), provided adequate time is available for implementing the contract. In general, to implement a contract West must receive the fully executed contract (including the applicable Special Offer Amendment or Software Exhibit) no later than five business days prior to the end of the month preceding the start of service.
- **Government Select/PRO Order Processing**—Service will begin 5-7 days following receipt of a fully executed, clean, and process-able Order Form, and after any necessary CLEAR credentialing has been completed. **Copies of all signed order forms shall be provided to Maricopa County Office of Procurement Services on a monthly basis.**
- **Offer Acceptance Period**—The terms of this price proposal are valid for 60 days from the submittal date of this proposal.

Package Descriptions

1A. XX-STATE PRIMARY

The XX-State Primary Library generally provides access to state specific materials, including the following:

- **State Case Law.** Westlaw has case law coverage for all state court opinions published in West’s National Reporter System. Westlaw provides access to state specific cases and headnotes, as well as many topical databases.
- **Statutes and Court Rules.** Westlaw has annotated statutes for a particular state, as well as statutes databases without annotations. Topical statutes databases are generally available, such as environmental, health and safety statutes and criminal justice statutes. Westlaw also provides access to state specific court rules and orders.
- **Other State Databases.** This library offers access, when available, to other state-specific databases, such as legislative services; administrative codes and other materials; insurance cases, statutes, and other materials; and journals and law reviews.

1B. XX-STATE PRIMARY AND ANALYTICAL

This plan expands the 1A XX-State Primary plan to include analytical materials specific to the state. This additional content includes one of the following materials (where available):

- **State Practice Library**, when available, is the preeminent analytical law series for a particular state. Written by local experts, this library furnishes a practical, informative survey of virtually every aspect of a specific state’s practice. Areas of coverage generally include:
 - Appellate Practice
 - Civil Rules Practice
 - Corporate Law
 - Criminal Practice
 - Debtor-Creditor Law
 - Employment Law
 - Family Law
 - Litigation
 - Methods of Practice
 - Personal Injury and Torts
 - Workers’ Compensation
- **State Analytical Materials**, when available, is a collection of state-specific legal guides, authorities, and forms.

1C. XX-STATE PRIMARY, ANALYTICAL, AND BRIEFS

This plan expands the 1B XX-State Primary and Analytical plan to include briefs specific to the state. State briefs generally provide access to selected appellate briefs from the state’s Supreme Court and Court of Appeals. The immediate availability of these briefs and petitions on Westlaw saves researchers time and the inconvenience of a

trip to the courthouse, and gives researchers a competitive advantage to enhance their case by learning how other attorneys analyzed and argued the issues.

1D. NATIONAL PRIMARY

This plan provides access to federal and state case law, statutes, and administrative materials in a single, integrated research tool.

▪ **Case and Judicial Materials**

- **Federal.** Westlaw has complete coverage of all published federal case law, as well as many unpublished opinions. Cases appear as officially published and contain West’s editorial enhancements. Examples of West’s federal case law databases include U.S. Supreme Court cases, U.S. Court of Appeals cases, U.S. District Court cases, Tax Court cases, and Bankruptcy Court cases.
- **State.** Westlaw has complete case law coverage for all state court opinions published in West’s National Reporter System. Westlaw also contains many unpublished state appellate court opinions and selected state trial court opinions.

▪ **Statutes and Legislative Materials**

- **Federal.** Westlaw has complete coverage of current federal statutes and archival statutes back to 1990. West’s federal statutes databases include the *United States Code Annotated*, which contains annotations to the United States Code, as well as court rules, appendices, and the Popular Name Table.
- **State.** Westlaw has annotated statutes for all 50 states, the District of Columbia, Guam, Puerto Rico, and the Virgin Islands. Statute databases without annotations are also available.

▪ **Administrative Law and Regulations**

- **Federal.** Westlaw provides extensive coverage of federal administrative rules and regulations, including documents from all 50 titles in the Code of Federal Regulations and recent changes; documents from the Federal Register; and other administrative and executive materials such as comptroller general decisions, U.S. attorney general opinions, and presidential documents.
- **State.** Westlaw has the administrative codes for all 50 states and the District of Columbia; no other online information resource provides this level of coverage. Other available administrative materials include: attorney general opinions, workers’ compensation decisions, and insurance and environmental regulations.

1E. NATIONAL PRIMARY AND STATE ANALYTICAL

This plan expands the 1D National Primary plan to include analytical materials specific to the state. This additional content includes one of the following materials (where available):

- **State Practice Library**, when available, is the preeminent analytical law series for a particular state. Written by local experts, this library furnishes a practical, informative survey of virtually every aspect of a specific state’s practice. Areas of coverage generally include:

- | | |
|------------------------|-----------------------------|
| – Appellate Practice | – Family Law |
| – Civil Rules Practice | – Litigation |
| – Corporate Law | – Methods of Practice |
| – Criminal Practice | – Personal Injury and Torts |
| – Debtor-Creditor Law | – Workers’ Compensation |
| – Employment Law | |

- **State Analytical Materials**, when available, is a collection of state-specific legal guides, authorities, and forms.

1F. NATIONAL PRIMARY, STATE ANALYTICAL, AND STATE BRIEFS

This plan expands the 1E National Primary and Analytical plan to include briefs specific to the state. State briefs generally provide access to selected appellate briefs from the state’s Supreme Court and Court of Appeals. The immediate availability of these briefs and petitions on Westlaw saves researchers time and the inconvenience of a

trip to the courthouse, and gives researchers a competitive advantage to enhance their case by learning how other attorneys analyzed and argued the issues.

1G. WESTLAW CORE

The Westlaw Core library expands on the 1D National Primary plan to include analytical and litigation materials, including the following:

Analytical Materials

Westlaw provides access to exceptional analytical materials, including law reviews and journals and legal texts.

- **Law Reviews and Journals.** Westlaw provides access to more than 900 of the most respected law reviews, law journals, and other professional legal publications. Full-text coverage extends back to the early 1980s for the top law reviews and journals. The Harvard Law Review contains full coverage of all content back to 1949.
- **Legal Texts.** Westlaw provides access to numerous legal texts, including Restatements of the Law, Uniform Laws Annotated, and the Sarbanes-Oxley Deskbook.

Litigation Materials

Westlaw provides access to several litigation materials, including the following:

- **Jury Verdicts and Summaries**—Westlaw provides access to summaries of jury verdicts and settlements from around the country, including information such as case type; geographic area where a case was tried or settled; names of parties, attorneys, and expert witnesses; factual information about the case; and verdict or settlement amount.
- **Jury Instructions**—Westlaw has state and federal civil and criminal jury instructions, including the text of *Federal Jury Practice and Instructions*.
- **Federal Practice and Procedure (Wright and Miller)**—The FPP database contains the full text of the treatise *Federal Practice and Procedure*, by Charles Alan Wright and Arthur R. Miller, et al, including recent annual supplements, pocket parts and Supplemental Service Pamphlet.

PLAN 1—OPTIONAL ADD-ON CONTENT

If an agency selects a Plan 1 Legal Research package (1A–1G), the following optional separately price add-on libraries are available.

PEOPLEMAP PREMIER

PeopleMap helps researchers quickly determine relevant information about people and their connections. Deep cross-referencing and smart technology provide the highest degree of confidence in search results.

PeopleMap helps users identify individuals and their connections while performing legal research tasks involving:

- Locating a person for a variety of legal purposes.
- Determining if a person has been involved in litigation or charged with a crime.
- Learning more about a witness or other person connected to a matter.
- Verifying information provided by a person or potential client.
- Determining relationships among parties.

Because PeopleMap has already made connections between people from billions of public records across the country, connections are made faster and time is saved for other research and analysis.

PeopleMap reports provide the following information (as available).

- Previous Addresses
- Other Individuals Living in the Person's Home Coverage
- Utility Information
- New Movers
- Death Records
- Professional Licenses
- Business Affiliations
- Marriage Records
- Hunting and Fishing Licenses
- Concealed Weapon Permits
- Voting History
- Political Donation History
- Real Property Transaction Records
- Real Property Tax Assessor Records
- Real Property Pre-foreclosure Records
- Waterfront Residents Coverage
- Motor Vehicle Registrations
- Drivers License Information
- Boats and Watercraft Coverage
- Aircraft Coverage
- Insider Stock Transactions
- Unclaimed Property Coverage
- Lawsuit Filings
- UCC Records
- Liens & Judgments
- New York City UCC and Federal Lien Records
- Criminal Records
- Arrest Records
- Office of Foreign Assets Control Coverage

Access to PeopleMap also provides access to the underlying Westlaw Public Records content.

ALL ANALYTICAL LIBRARY

The All Analytical Library combines expert legal analysis with forms, jury instructions, and more. This collection of titles helps researchers quickly review specific points in familiar areas of law and cover unfamiliar ground with confidence and speed. This library includes several analytical sources, including American Law Reports (ALR), All AMJUR Library, Restatements of the Law, Federal Practice and Procedure, and law reviews and journals.

XX PLEADINGS, MOTIONS, AND MEMORANDA LIBRARY

The Pleadings, Motions and Memoranda Library on Westlaw is comprised of actual court filings from select state trial courts, U.S. district courts and federal bankruptcy courts from across the United States. The library helps researchers to

- find new ideas and approaches
- develop winning pleading and motion strategies and arguments
- save time drafting
- gain a competitive edge by identifying actions the opposition might take
- better understand appellate opinions by reviewing underlying facts

From one source, researchers get easy access to court-filed pleadings, motions, memoranda and other trial filings. These filings are culled from court trials in the most populous counties in each jurisdiction. They include cases with heavily litigated topics, high-value cases, and cases with jury verdicts or settlements.

ALR, ALL AMJUR, AND CJS

This library provides access to the following resources:

- **American Law Reports (ALR).** ALR is one of the leading case-finding tools in America. It is a continuing series of articles that collect and analyze every court case decided on a particular point of law. The complete ALR on Westlaw includes ALR First, ALR Digest, and the new ALR Index, resources that aren't available on other online research services.
- **All AMJUR Library.** The American Jurisprudence Library products provide fast, authoritative answers to many aspects of civil, criminal, substantive, and procedural law.
 - **American Jurisprudence 2d (AMJUR)** contains the full text of American Jurisprudence 2d, the leading law encyclopedia, which provides comprehensive and authoritative analysis of all fields of state and federal law. AMJUR contains more than 440 separate titles on a broad range of legal topics.

- **Am Jur Proof of Facts** contains articles by legal, scientific, and medical experts that can help researchers prepare for a case.
- **Am Jur Trials** provides access to articles showcasing successful techniques and strategies, drawn from actual cases.
- **AmJur Pleadings and Practice Forms Annotated.** This database provides access to the full text of American Jurisprudence Pleading and Practice Forms Annotated, a comprehensive set of state and federal pleading and practice forms arranged alphabetically by titles that generally correspond to those found in American Jurisprudence 2d.
- **Corpus Juris Secundum (CJS).** CJS helps researchers understand unfamiliar areas of law by providing links to cases, statutes, regulations, West Key Numbers, Restatements of the Law, and more. CJS covers the full breadth and depth of the law and is cited to tens of thousands times by the courts. It provides quick overviews of topics with Black Letter Summaries and is also fully integrated with the West Key Number System.

XX ANALYTICAL OR PRACTICE

- **State Practice Library**, when available, is the preeminent analytical law series for a particular state. Written by local experts, this library furnishes a practical, informative survey of virtually every aspect of a specific state’s practice. Areas of coverage generally include:
 - Appellate Practice
 - Civil Rules Practice
 - Corporate Law
 - Criminal Practice
 - Debtor-Creditor Law
 - Employment Law
 - Family Law
 - Litigation
 - Methods of Practice
 - Personal Injury and Torts
 - Workers’ Compensation
- **State Analytical Materials**, when available, is a collection of state-specific legal guides, authorities, and forms.

AMERICAN LAW REPORTS (ALR)

ALR is one of the leading case-finding tools in America. It is a continuing series of articles that collect and analyze every court case decided on a particular point of law.

Written by West attorney-editors, each ALR article provides a careful analysis of a specific legal issue, beginning with a detailed discussion of guiding legal principles, followed by distinctions, exceptions, applications, and contrary approaches. Each ALR article shows explicitly and impartially which cases are controlling and explains why. Cases from every jurisdiction that have taken a position on the point are cited, and these cases are arranged according to jurisdiction to make it easy to find local authority. Along with critical case citations, ALR provides references to statutes, digests, texts, treatises, law reviews, and legal encyclopedias. ALR articles also analyze factual distinctions among cases.

Only on Westlaw is ALR deeply linked to case law and related documents, including briefs and pleadings. One search in ALR yields comprehensive results with accuracy lawyers can trust, including related analysis through ResultsPlus, the West Key Number System, and KeyCite.

The complete ALR on Westlaw includes ALR First, ALR Digest, and the new ALR Index, resources that aren’t available on other online research services.

AMERICAN JURISPRUDENCE 2D (AMJUR)

AMJUR contains the full text of American Jurisprudence 2d, the leading law encyclopedia, which provides authoritative answers to any aspect of civil, criminal, substantive, and procedural law. Cases, statutes, and regulations from all 50 states and federal courts are researched and analyzed to create Am Jur articles. These articles quickly illustrate the underlying principles and present researchers with a range of arguments and authorities. Each article clearly examines not only the point of law, but also the spirit and intent of the courts in construing the law,

and the legislature's intent in enacting and amending the law. AMJUR contains more than 440 separate titles on a broad range of legal topics.

CORPUS JURIS SECUNDUM (CJS)

CJS helps researchers understand unfamiliar areas of law by providing links to cases, statutes, regulations, West Key Numbers, Restatements of the Law, and more. CJS covers the full breadth and depth of the law and is cited to tens of thousands of times by the courts. It provides quick overviews of topics with Black Letter Summaries and is also fully integrated with the West Key Number System.

XX BRIEFS PLUS

With the XX Briefs Plus library, researchers gain access to historical appellate briefs and petitions filed in the state's courts, the U.S. Court of Appeals for the applicable circuit, and the U.S. Supreme Court.

Each brief on Westlaw includes a summary of the facts, issues, arguments, the pertinent laws and case law, and a legal analysis. The immediate availability of these briefs and petitions on Westlaw saves researchers time and the inconvenience of a trip to the courthouse, and gives researchers a competitive advantage to enhance their case by learning how other attorneys analyzed and argued the issues. This fully integrated source comes with features such as full text searching, linking, KeyCite, and more.

XX LEGISLATIVE HISTORY

Westlaw provides state legislative history that includes congressional testimony, house and senate journals, floor debates, and governor's messages. State statutes are fully integrated in this library, which directly links the researcher to the history of the statute. This information helps to advise clients on a course of action that is lawful under a relevant statute, advise elected officials on how to execute their statutory duties, and determine whether a statute supports or hinders a litigation claim.

LAW REVIEWS AND JOURNALS

Westlaw provides access to more than 900 of the most respected law reviews, law journals, and other professional legal publications. Full-text coverage extends back to the early 1980s for the top law reviews and journals. The Harvard Law Review contains full coverage of all content back to 1949.

REGULATIONSPLUS

RegulationsPlus provides a comprehensive and efficient federal regulatory research system that provides researchers with the tools to complete their regulations research more efficiently and with complete confidence. RegulationsPlus helps researchers stay fully informed on any regulatory issue with editorial summaries of case law decisions, KeyCite notification of changing and proposed regulations, version history, citing references and more.

With RegulationsPlus, researchers can

- View any section of the Code of Federal Regulations as well as past versions, amendments, pending changes and citing court documents.
- Read editorially-created federal case law summaries, integrated Federal Register content, agency publications and analyses from law reviews and other sources.
- Track agency activities and decisions and link directly to statutory authority documents and applicable regulations.

MUNICIPAL PRACTITIONER CORE

The Municipal Law Practitioner Core Library provides access to the following resources:

- **Municipal Law Form Finder.** A comprehensive set of municipal law forms, checklists, and clauses makes it easy to customize documents to fit the case at hand and efficiently draft ordinances that withstand challenges.

- **Practice Materials.** Expert guidance and analysis from more than 20 state and general journals and law reviews, including titles such as *McQuillin Municipal Law Report* and *Zoning and Planning Law Reports*, *American Law of Zoning*, *Matthews Municipal Ordinances*, and *McQuillin Municipal Corporations*.

NEWSROOM

Westlaw provides access to nearly 11,200 news and business information sources that offer reliable, comprehensive, and current and archival information from the United States and around the world. News and business information databases on Westlaw feature content provided by NewsRoom, as well as many additional sources of information.

NewsRoom on Westlaw provides access to information sources from more than 190 countries. The information sources include:

- **Newspapers**—Access to nearly 200 full-text U.S. newspapers, including the *Washington Post*, *San Francisco Chronicle*, and *USA Today*.
- **Wires** (e.g., Associated Press).
- **News Magazines** (e.g., *Newsweek*, *U.S. News and World Report*).
- **Television and Radio Transcripts** (e.g., ABC, BBC, CNN, Fox, MSNBC).
- **Financial News** (e.g., CBS MarketWatch, CNBC, Thomson Financial News).
- **Business Publications** (e.g., *Crain's*, *Forbes*).
- **Industry Publications**—In-depth coverage of numerous industries as reported in the specialist press for that industry.

NewsRoom databases are updated throughout the day as information is received from the publishers. Additionally, newswires provide near real-time coverage of top stories as they break.

PRACTICAL LAW ALL

Practical Law provides legal know-how that gives lawyers a better starting point. Our expert team of attorney-editors creates and maintains thousands of up-to-date, practical resources so users don't have to. We go beyond primary law and traditional legal research to give lawyers the resources needed to practice more efficiently, improve client service and add more value.

Practical Law provides access to thousands of resources across all major practice areas, which leads to several benefits, including the following:

- Increase efficiency
- Improve client service
- Get associates up to speed quickly
- Keep up with practice changes and legal updates
- Maximize return on fixed-fee arrangements
- Spend more time on the work that matters most
- Keep more business in-house

Our expert attorney editors create and maintain high-quality materials within each major practice area. Highlighted below are some of Practical Law's most popular resources.

ANTITRUST

- Antitrust Compliance Programs
- Antitrust Audit Checklists

CAPITAL MARKETS & SECURITIES

- Rule 10b5-1 Trading Plans
- Social Media Compliance with Securities and Disclosure Laws

COMMERCIAL

- Model Professional Services Agreement
- General Contract Clauses: Indemnification

CORPORATE AND M&A

- Model Stock Purchase Agreement (Pro-Buyer Long Form)
- Model LLC Agreement (Multi-member, Manager-managed)

EMPLOYEE BENEFITS & EXECUTIVE COMPENSATION

- Employee Stock Ownership Plans (ESOPs) Overview
- Executive Employment Agreement

INTELLECTUAL PROPERTY & TECHNOLOGY

- Model Joint Development Agreement
- Overview of Copyright Litigation: Injunctive Relief

FINANCE

- Term Sheet: Syndicated Loan, Senior Secured Credit Facilities
- Overview of Dodd-Frank ECP Swap Guarantor Rule: Implications for Loan Documents

LABOR & EMPLOYMENT

- Model Independent Contractor/Consultant Agreement (Pro-client)
- Model Bring Your Own Device to Work (BYOD) Policy

LITIGATION

- Litigation Budget Template
- Case Assessment and Evaluation

REAL ESTATE

- Purchase and Sale
- Leasing
- Financing

ALL CASES AND STATUTES

The All Cases and Statutes Library provides access to federal and state case law, all state statutes, and USCA.

Case and Judicial Materials

- **Federal.** Westlaw has complete coverage of all published federal case law, as well as many unpublished opinions. Cases appear as officially published and contain West's editorial enhancements. Examples of West's federal case law databases include U.S. Supreme Court cases, U.S. Court of Appeals cases, U.S. District Court cases, Tax Court cases, and Bankruptcy Court cases.
- **State.** Westlaw has complete case law coverage for all state court opinions published in West's National Reporter System. Westlaw also contains many unpublished state appellate court opinions and selected state trial court opinions.

Statutes and Legislative Materials

- **Federal.** Westlaw has complete coverage of current federal statutes and archival statutes back to 1990. West's federal statutes databases include the *United States Code Annotated*, which contains annotations to the United States Code, as well as court rules, appendices, and the Popular Name Table.
- **State.** Westlaw has annotated statutes for all 50 states, the District of Columbia, Guam, Puerto Rico, and the Virgin Islands. Statute databases without annotations are also available.

LEGAL RESEARCH

The Legal Research Library provides access to a collection of authoritative analytic resources that cover the breadth of the legal landscape. This extensive library provides access to American Law Reports (ALR), American Jurisprudence 2d (AMJUR), Restatements of the Law, and important legal journals and law reviews.

- **American Law Reports (ALR).** ALR is one of the leading case-finding tools in America. It contains the full text of articles from the First, Second, Third, Fourth, Fifth, Sixth, and Federal Series.
- **American Jurisprudence 2d (AMJUR).** AMJUR contains the full text of American Jurisprudence 2d, the leading law encyclopedia, which provides comprehensive and authoritative analysis of all fields of state and federal law. AMJUR contains more than 440 separate titles on a broad range of legal topics.
- **Restatements of the Law.** The Restatements of the Law are principles of black letter law distilled from case law. The restatement databases on Westlaw provide the black letter law, reporter's notes, commentary, illustrations, and annotations in one document on a particular legal topic. First Restatements of the Law, available exclusively on Westlaw, are provided for several areas of law (e.g., contracts, torts). The first Restatements can help researchers trace the evolution of a law, or an area of law. They also aid in the interpretation of older cases that rely on first Restatement sections.
- **Journals and Law Reviews.** Westlaw provides access to a comprehensive collection of the most respected law reviews, law journals, and other professional legal publications. Full-text coverage extends back to the early 1980s for the top law reviews and journals. The Harvard Law Review contains full coverage of all content back to 1949.

RELATED DOCUMENTS

WestlawNext significantly improves the thoroughness and accuracy of online legal research by searching “behind the scenes” to present related information throughout a research session. When viewing the search results for a specific content category (e.g., cases), the right column shows the most relevant documents from secondary sources, briefs, and other resources. WestlawNext's search engine identifies the significant issues within the document being viewed and then captures additional results that are relevant to that issue. This makes it very easy to probe more deeply into a specific issue identified from one of the on-point documents. Some of the key factors that assist in this powerful search tool are the key numbers and specific noun phrases in the document, documents cited within the document, and all citing references for the document.

GENERAL COUNSEL

The General Counsel Library provides access to cases, court rules, court orders, and statutes from all 50 states, the District of Columbia, and U.S. territories. The library also includes prominent journals, law reviews, and newspapers. In addition, the library provides access to the Code of Federal Regulations, the Federal Register, the United States Code Annotated, and numerous other legal resources.

EMPLOYMENT AND HR

The Employment and Human Resources Library provides access to the following resources:

- Consulting Agreements Deskbook
- Designing an Effective Drug-Free Workplace Compliance Program (Corporate Compliance Series)
- Designing an Effective Equal Employment Opportunity Compliance Program (Corporate Compliance Series)
- Designing an Effective ERISA Compliance Program (Corporate Compliance Series)
- Designing an Effective Fair Hiring and Termination Compliance Program (Corporate Compliance Series)
- Designing an Effective OSHA Compliance Program (Corporate Compliance Series)
- Employee Terminations Law Bulletin
- Employment Alert
- Employment Coordinator
- Employment Discrimination Coordinator
- HR Compliance Law Bulletin
- Quinlan Human Resources Multibase
- Union Contract Law Bulletin

PASTSTAT LOCATOR

With PastStat Locator, users can view prior versions of sections in USCA, as well as prior versions of various states. In all jurisdictions, PastStat Locator can also rebuild the Table of Contents and show how it existed on a particular

date. PastStat Locator can also identify when a statute or amendment has a future activation date, or when a statute or amendment is due to lapse. Additionally, PastStat Locator also tracks renumbered statute sections.

NATIONAL SECONDARY

The National Secondary Resources Premium Library provides access to national analytical materials, forms, state jury instructions, KeyRules, state journals and law reviews, including Wright & Miller's *Federal Practice and Procedure*, American Jurisprudence materials, Corpus Juris Secundum (CJS), the Restatements of the Law, and American Law Reports annotations that organize and evaluate all case law relevant to a specific point of law or fact situation.

FORMS LIBRARY

Legal forms on Westlaw include thousands of practice-tested forms for almost all types of personal and business transactions, including the following:

- detailed tax information for estate planning, employee benefits, and other tax-intensive areas
- easy-to-understand forms based on current law
- practical advice about selecting the correct form and adapting it to a client and transaction
- numerous optional and alternate clauses and selected state-specific forms for easy customization
- research-expanding references to the West Key Number System and West Group publications

STATE TRIAL COURT ORDERS

Westlaw provides access to trial court orders from select state trial courts. A trial court order provides researchers with insight in to judicial preferences, proclivities and patterns. Users can read pertinent court orders and identify what worked in similar cases, what law was cited, and how the judge reacted—how judges ruled in similar motions, as well as their reasoning behind the decision. Access to these orders allows researchers to make better informed evaluations about whether to accept a case, how to handle it, and what to tell the client to expect if litigation does go forward.

LEGISLATIVE HISTORY

The Legislative History Library (provides access to useful legislative history surrounding a statute in a single, intuitive, easy-to-access location. Researchers can instantly access testimony; reports; and the background, debate, and events leading to the enactment of a state statute, including bill texts, amended bills, slip laws, bill analyses, session laws, legislative journals, and more. As no two state legislatures are identical in design or operation, legislative history coverage varies by jurisdiction.

PROFILER ALL

Westlaw Profiler is a research tool within Westlaw that provides instant access to critical background information on attorneys, judges and expert witnesses—all in one place. Profiles include links to published cases (e.g., cases decided by a particular judge), jury trials, and settlements in which the judges, attorneys, and expert witnesses have participated. Profiles also include links to briefs and articles they have written (e.g., law reviews written by an attorney).

With Westlaw Profiler, researchers can easily learn about the professional experiences of key individuals by reviewing a full list of their cases, jury verdicts, depositions, and briefs, as well as articles in bar journals, law reviews, and other authored materials. Profiler lets researchers see

- the types of cases handled by opposing counsel and their outcomes.
- jury verdicts won by opposing counsel in previous cases.
- verdicts awarded by particular judges in past cases.
- how much experience expert witnesses really have.
- which published documents have been authored by particular attorneys, judges, and expert witnesses.

Profiler—Expert Witness

Profiler—Expert Witness is a directory of expert witnesses and contains listings from across the nation. With Westlaw Profiler, users are able to view an expert witness' profile and see a listing of links to jury verdict summaries of cases in which that expert testified; law reviews, bar journal articles, and CLE materials authored by that expert or that mention that expert; and additional information about the expert available in other expert witness directories.

Litigation History Reports

Litigation History Reports provide at-a-glance analysis of an attorney's or judge's litigation experience over time. With these reports, researchers can

- examine an attorney's or judge's experience by practice area, client, and other criteria.
- link directly to related opinions, dockets, and court documents, including those drafted by the attorney or judge.

GRAPHICAL STATUTES

Graphical Statutes revolutionizes statute research by charting legislative changes and linking related documents in an easy-to-read display. From a single screen, researchers can easily track changes in the law, locate relevant legislative history materials, read important case law, and check for possible amendments. Graphical Statutes shows

- Prior, current, and future versions of statutes
- Links to enacting and amending public laws
- Relevant legislative history materials, such as bill drafts, reports, journals, and the Congressional Record
- Cases that negatively impact a statute*
- Legislation that has been enacted but has not yet been codified

The Graphical Statutes timeline is organized by effective date and tracks prior, current, and future versions of the statute. Each prior version is linked to its enacting or amending public law(s), legislative history materials, and significant case law. Current versions of the statute are also displayed with their related public laws and legislative history materials, as well as proposed legislation. Legislation enacted but not yet codified is displayed on the timeline, as well as future text.

The screenshot displays the WestlawNext interface for the Graphical Statute of 18 USC § 1189. At the top, there is a search bar and navigation options. The main content area shows a timeline from 1997 to 2011. The current version is selected, showing Public Law 108-458, Title VII, § 7119(a). Below the timeline, there are sections for Bill Drafts (4) and Case Treatments (2). The Bill Drafts section lists three drafts from 2004, 2003, and 2004, all related to reforming the intelligence community and intelligence-related activities. The Case Treatments section lists two treatments from 2001 and 2002.

The Graphical Statutes

Timeline shows the effective dates for each version of the statute. Information for each version is provided in reverse-chronological order below the Timeline. Clicking within the Timeline will jump you to the version in effect for the time period you select.

Information about each version can include the following:

- Public Laws
- Bill Drafts
- Joint Committee Prints
- Reports
- Congressional Records
- Presidential Messages
- Testimony
- Compiled History

Westlaw linking lets you jump to the referenced information with ease.

PLAN 2—LAW ENFORCEMENT & INVESTIGATIVE RESEARCH

CLEAR public records data provides tremendous benefit to authorized users in locating persons and assets, verifying identities, identifying businesses and business affiliations, and uncovering potentially adverse information. CLEAR public records data is offered via multiple delivery methods, including online web-based searching via computer or mobile device, batch processing, and system-to-system capability, which integrates query and result retrieval directly into internal user applications. Having numerous search plans provides organizations with needed flexibility to meet unique search, retrieval, and integration requirements.

CLEAR increases the efficiency and the effectiveness of due diligence and investigations by: providing an easy-to-use online interface; providing access to vast collections of public records, publicly available information, and proprietary records on persons and businesses; providing access to web information, such as social networking sites, blogs, news, etc.; and providing tools to optimize use of the data, such as mapping, link charts, customizable reports, compatibility with i2 Analyst's Notebook, and more.

The web-based CLEAR application requires only a browser and an active account to successfully begin searching CLEAR content. There is nothing to download and no software to install. Users are able to log in and begin searching using a browser via a computer or mobile device. Additional delivery modes for CLEAR data are discussed later in this document.

2A. CLEAR BASIC

This plan provides for access to CLEAR Locator, which provides for searching and reporting regarding person and phone searches. (The following gateways are not available with CLEAR Basic: TransUnion and Polk.)

2B. CLEAR ADVANCED

This plan provides for access to CLEAR Investigator with Web Analytics, which expands upon the CLEAR Basic plan to include searching and reporting regarding person, phone, business, asset, license, and court searches. Web Analytics provides access to information from social networking sites, news services, blog entries, and more. It provides access to information not typically found in public records, including photos, email addresses, and much more. (The following gateways are not available with CLEAR Advanced: TransUnion and Polk.)

PLAN 3—SOLUTIONS

The following solutions are available to eligible agencies as part of West's Pricing Plan 3. Solutions:

CASE ANALYSIS BUNDLE

Case Analysis from Thomson Reuters is a litigation package that integrates applications and helps streamline litigation tasks, leverage the work of an entire litigation team, and get more out of every hour – to produce the best work product possible. The Case Analysis bundle includes Case Notebook, described above, and the additional following features:

- Streamline the review and sharing of transcripts with transcript/exhibit hyperlink functionality using Publisher.
- Convert data and images from another application through WayPoint

CASE ANALYSIS PREMIER

Case Analysis Premier enables users to organize and analyze all of their key case documents, illustrate case events, collaborate with their entire litigation team from anywhere and easily share their work with clients and experts. Users can be more productive, efficient, and effective and they can be confident that they are seeing the entire picture.

Case Analysis Premier provides all the client benefits available in Case Analysis, and the additional following features:

- Use the built-in word processor to create outlines with hyperlinked case information for depositions, trials, and more.
- Quickly summarize transcripts.
- Effortlessly analyze and illustrate key case events using graphical timelines.
- Efficiently store and provide centralized access to video files.
- Save the case and work offline anywhere.
- Access cases remotely via a Citrix Server.

DRAFTING ASSISTANT WITH RESEARCH ONLY

The Drafting Assistant with Research Only package includes Drafting Assistant, described below, and Case Notebook (Research Only). Case Notebook (Research Only) allows users to work with Westlaw research documents only.

Drafting Assistant

Drafting Assistant integrates seamlessly with Microsoft Word or Corel WordPerfect and provides easy access to information, research, and tools to help draft legal documents. With Drafting Assistant, users can

- manage and organize documents and selected text in personal folders
- retrieve sample documents and templates to help draft documents quickly
- streamline the drafting process with templates that help get started with new motions and filings
- access Westlaw easily to
 - run searches and add research to a document
 - locate supporting authority for document text
 - validate the format of a document in accordance with a jurisdiction's rules

Attorneys without Drafting Assistant spend an average of one hour per page drafting a document, as the rhythm of good draft writing is interrupted by a variety of drafting, research, and analytical tasks. Drafting Assistant saves hours by providing seamless drafting, research, and analysis, so locating information, authority, and research won't interrupt the rhythm of drafting.

DRAFTING ASSISTANT – TRANSACTIONAL

Drafting Assistant–Transactional provides sample documents, research tools, and document analyzing functionality to help proof transactional documents. It requires no pre-tagging or document preparation and automatically finds substantive errors and inconsistencies in your documents.

Drafting Assistant–Transactional helps ensure that

- terms that appear to require definitions have been defined
- defined terms are located in the document and defined only once
- defined terms are located as stated in the document
- entries in the definition section are alphabetized
- punctuation is properly paired
- similar phrases and expressions are stated with consistency
- numeration is correct at all levels in the document
- open issues in the document have been addressed

CASE ANALYSIS WITH DRAFTING ASSISTANT

Case Analysis with Drafting Assistant provides all of the features described in the Case Analysis and Drafting Assistant sections.

CASE ANALYSIS PREMIER WITH DRAFTING ASSISTANT

Case Analysis Premier with Drafting Assistant provides all of the features described in the Case Analysis Premier and Drafting Assistant sections.

CASELOGISTIX

Case Logistix is a robust document-review and production platform offering a quick, simple, and accurate way to review electronically stored information (ESI) and traditional “paper” throughout the discovery process. It is one of the fastest tools available and offers a more complete view of original documents, with metrics to verify throughput at every workflow stage.

Case Logistix helps you meet the challenges of e-discovery by providing:

- **Intuitive Design:** Case Logistix has a familiar look and feel to other common office tools. The intuitive interface helps reduce costs by allowing users to spend less time learning or struggling with what should be simple processes, and more time being productive. In addition, because Case Logistix can organize documents automatically, attorneys spend less time administrating and prioritizing documents and more time reading and analyzing them.
- **Native Review:** Case Logistix lets users review documents in their native formats, to ensure that key formatting and metadata are not missed. This also eliminates the need for costly conversions.
- **Flexibility:** Case Logistix lets users customize the tool so that they can review in a way that meets the need of the case—rather than forcing the case to adjust to the application.
- **Scalability:** Built on a Microsoft SQL database foundation, Case Logistix can scale from single server/desktop configurations to robust multi-server solutions storing many millions of documents.
- **Security:** In Case Logistix, users can control security at folder, document, data, and functional levels—ensuring that users see only what they need to see and do only what they need to do.
- **Global Capabilities:** Case Logistix is Unicode compliant, allowing users to find and review foreign language documents and localize to particular languages as needed.

Case Logistix helps mitigate risk in the following ways:

- Robust and granular security lets you restrict data and documents to the appropriate users.
- Native review lets you get to the heart of a document, going beyond the surface content into the richness and fidelity of the native file. Critical information for formulas, notes, and other data can make the difference between knowing what’s important or not, and privileged or not.
- Unicode compliance provides confidence that all documents, regardless of source or language, may be accurately analyzed in the context of the case.

CASE PRODUCTION

Case Production allows a user to generate productions quickly and easily. It is fully integrated with Case Logistix and designed to accommodate productions from small to large. With Case Production, you can

- set up new production jobs via a wizard
- generate a production for an entire library or a specific Case Logistix tag
- preview documents prior to production
- use pre-defined templates for productions
- add endorsements and produce documents with redactions
- create load files for conversion to other applications
- validate a job prior to final production

- specify production title, numbering, and output folders and formats
- monitor job status
- process multiple simultaneous productions with resource prioritization

WEST KM GOVERNMENT EXPRESS

West km is a powerful knowledge management solution that enables an agency's lawyers, professionals, and other researchers to search their internal document repositories or document management systems (DMS) to easily access, retrieve, update and use work products and internal documents across the organization.

For example, if an agency attorney, paralegal, librarian, or professional is researching a particular legal issue, West km will search an agency's document repository using Westlaw technology and retrieve agency documents and work product that pertain to the same legal issue. In addition, West km simultaneously searches new cases and secondary sources on Westlaw to validate the work product by displaying KeyCite flags to tell the researcher if it's still good law - all in a single, simple interface. Those users who know how to use Westlaw already know how to use West km—the transparent technology behind West km makes it incredibly easy to search by cited references or by keywords and phrases to find relevant documents.

West km does not require an agency to introduce any additional codes or markup into a document collection. Instead, West km employs the sophisticated and powerful searching technologies in Westlaw and KeyCite to provide a cost-effective and seamless method for users to retrieve relevant agency documents and work product. West km effectively leverages an agency's existing technology platform by integrating with its document management system (DMS) or stand-alone document collection. West km manages an agency's knowledge assets without moving them. With West km, documents stay right where they belong - within the walls of the agency. As a result, there are no issues with agency confidentiality or security.

With West km, the agencies can

- Enable reuse of an agency's best work, enhancing quality and consistency.
- Integrate and leverage an agency's existing information resources and work product by dramatically increasing knowledge sharing and transfer.
- Increase productivity by not having to "reinvent wheels".
- Help new employees benefit from others who are more experienced.
- Enhance the value of agency investments in document management systems.
- Retrieve documents in word processing format for easy editing and repurpose.
- Ensure security because all documents reside and remain in the agency.

CONCOURSE

Concourse is a matter-based suite of products that simplifies legal department management and helps attorneys work more productively. Concourse was built for legal workflow to seamlessly integrate with everyday tools, giving legal professionals one access point for communication and collaboration. West's Pricing Plan 4 provides for access to the following Concourse components:

Concourse Matter Room

Concourse Matter Room enables customers to organize matters, upload emails and documents, collaborate with both internal and external partners, perform a global search across all matters, review and annotate work product, and track tasks. Concourse Matter Room provides users with a centralized repository to easily organize matters and integrate folders in a secure online environment. By focusing all matter-related materials in one area, team members are provided with a comprehensive view of the matter and they are able to access current information in real time. Folder sharing facilitates collaboration throughout the process, increases efficiency, and saves time. Past work can be repurposed to avoid redundancy when a new matter is created.

Concourse Legal Hold

Concourse Legal Hold provides a repeatable, automated, and defensible method for tracking the delivery of hold notifications and the corresponding custodian acknowledgments. It provides an easy-to-use interface for both legal departments and legal hold custodians, and integrates with other Concourse solutions. Concourse Legal Hold helps

organizations reduce risk, maintain compliance, and avoid penalties for spoliation claims. Notices and surveys may be saved as templates for future use to increase efficiency and productivity. Access controls for Concourse Legal Hold are role-based, meaning that participants are assigned to one of three permission levels to ensure security and to effectively manage the legal hold.

Concourse Legal Hold offers the following processes to initiate, manage, and track holds:

- **Create New Holds.** Concourse Legal Hold helps organizations draft and distribute hold notices to all custodians in the event of a lawsuit or anticipated litigation. Users can upload files for custodians to review and create surveys to gain further insight.
- **Collect Response Data.** Concourse Legal Hold records custodians' acknowledgements and questions. Users can automate reminders for non-responders.
- **Tracking and History.** Users can quickly determine the progress of any given hold by visiting the hold directory and track full details on legal hold-specific dashboards, including custodian tracking and history.
- **Preserve Notifications and Responses.** After a hold resolves, Concourse Legal Hold provides secure storage of notices and custodian responses, in addition to a documented trail of the hold history.

EXHIBIT B

SCOPE OF WORK

1.0 INTENT

The purpose of this document is to provide the business terms defining the services associated with on-line legal research services.

2.0 OVERVIEW OF SERVICES

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

2.1 ONLINE LEGAL RESEARCH REQUIREMENTS:

Online legal research shall be accessible 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 by Contractor. Following are the minimum research requirements desired by County agencies.

2.1.1 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 Instructions
- Arizona Jury Verdicts
- Arizona Trial Court Orders
- Arizona Attorney General Opinions
- Pacific Reporter 2nd
- 9th Circuit Court of Appeals Decisions
- 9th Circuit Federal District Court Decisions
- KeyCite (or equivalent product/service is acceptable)
- U.S. Supreme Court decisions
- CLEAR

2.1.2 Additional requested library content available in print or online, include but not limited to, the following:

- AZ Practice Library
- PeopleMap
- Arizona Briefs
- Arizona DUI Practitioner: Arizona DUI Advocate
- National Criminal Secondary
- Immigration Analytical Library
- Newsroom on Westlaw (All-News)
- Arizona Trial Handbook
- Arizona Law of Evidence, 4th (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)
- 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
- All Briefs, Pleadings & Motions

2.1.3 Other products but not limited to, the following:

- All Expert Witness Materials
- Verdicts & Settlements National
- National News

2.1.3.1 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.

2.1.3.2 Secondary Legal Research Databases.

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

2.1.3.3 Primary State Documents.

All case law and statutes for the states.

2.1.3.4 Highlights.

Articles that highlight specific subjects, i.e., environmental law, intellectual property laws, etc. The Articles are more specialized, and deal with newer areas of law where there isn't much information elsewhere.

2.1.3.5 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.

2.1.3.6 Citation Checking/Brief Checking.

2.1.3.6.1 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.

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

2.1.3.7 Alert 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

2.1.3.8 News Databases.

Current content from major newspaper publications, including, but not limited to the Arizona Republic and the Los Angeles Times.

2.1.3.9 Legal News.

Search capabilities of Legal news articles, includes ability to search legal news articles both individually and collectively.

2.1.3.10 Public Records.

Westlaw and CLEAR provide access to public records resources for investigative purposes. Search capabilities include ability to search these databases both individually and collectively.

2.1.4 TRAINING:

2.1.4.1 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.

2.1.4.2 The training shall be customized for each agency's unique needs.

2.1.5 RANGE OF USERS:

The following are approximate ranges of users, by department:

2.1.5.1 Maricopa County Attorney's Office

570 – 600

2.1.5.2	Maricopa County Attorney’s Office Investigators	8 – 12
2.1.5.3	Public Defender	275 – 300
2.1.5.4	Legal Defender	75 – 100
2.1.5.5	Legal Defender Investigators	6 – 10
2.1.5.6	Legal Advocate	45 – 55
2.1.5.7	Law Library	8 – 12
2.1.5.8	Maricopa County Sheriff’s Office	15 – 20
2.1.5.9	General Government	2 – 5
2.1.5.10	Office of the Public Advocate	50 - 60

3.0 TAX:

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

4.0 CONTRACTOR USER / SUBSCRIBER AGREEMENTS:

Each department will issue a purchase order for services describing the product/service they are purchasing.

5.0 MY ACCOUNT

The My Account feature is a secure, web-based feature that helps users manage their West accounts. Available at <https://myaccount.thomsonreuters.com> , My Account lets users perform routine account management tasks, such as managing passwords and getting real-time information about West accounts. My Account provides access to the following account-management information:

- **Billing information.** View account balances, make online payments, create custom remittance notices, and check the status of recent payments.
- **Order information.** Check shipping dates, view tracking information, request shipments, initiate returns, and verify the credit status of recently returned items.
- **Account information.** View and update billing and shipping addresses.
- **Westlaw information.** View a list of password holders, order passwords, change or deactivate existing passwords, request replacement passwords, request Westlaw invoices, billing summaries, and usage reports.
- **Administration information.** View or modify who has access to My Account features.
- **Web profile information.** View or modify a Web profile, including e-mail, name, user name, and password.

EXHIBIT C
SUBSCRIBER AGREEMENTS

Research Subscriber Agreement

RESEARCH SUBSCRIBER AGREEMENT (“Subscriber Agreement”) entered into between “Subscriber” and WEST PUBLISHING CORPORATION, a Thomson Reuters business (“West”) regarding certain West research services, as follows:

1. **License Grant.** West grants Subscriber a non-exclusive, non-transferable, worldwide, limited license to access and use, in accordance with the provisions expressly set forth herein, the Data (as defined below), features, services, remotely-accessed gateways, and other components of the products named and described in the Agreement (as defined below) (collectively, the “Product”) which may change from time to time. Access to certain Data may be restricted.

a. **Usage.** Subject to the restrictions set forth in paragraph 2 (License Restrictions) below, Subscriber may use the Product(s), including Data (as defined below) in the regular course of Subscriber’s business, legal, and other research and related work subject to the limitations contained herein. “Data” means all information and representations of information, including, but not limited to, graphical representations, and other content made available to Subscriber through the Product. Subscriber may: (i) display Data internally; (ii) quote and excerpt from Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs, reports, and similar work product created by Subscriber in the regular course of Subscriber’s research and work; and (iii) to the extent not expressly prohibited by the terms of the Agreement, use Data as permitted under the fair use provision of the Copyright Act (17 U.S.C.A. § 107).

b. **Storage.** Subscriber may store, on a matter-by-matter basis, insubstantial portions of Data in Subscriber’s database, maintained in connection with an active matter being handled by Subscriber in its regular course of business (“Project Database”). Such database must consist preponderantly of Subscriber’s work product, with access to Data limited to internal users who have a need to know such information. Subscriber may maintain Data in the Project Database until the file or case becomes inactive or until any termination of the Agreement, whichever occurs first. Subscriber may also store insubstantial portions of Data in accordance with Subscriber’s records retention policies, provided that such policies are in keeping with prevailing industry standards. For purposes of the Agreement, the term “insubstantial portions” means amounts of Data that (a) have no independent value other than as part of Subscriber’s work product; and (b) could not be used in any way in whole or in part as a substitute for any service or product provided by West, any affiliate of West, or any third-party that licenses, contributes, or otherwise provides Data, features, or other materials to West for inclusion in the Product (“Contributor”).

c. **Print Outs.** Provided that all printouts and other reproductions of Data retain, unaltered, all proprietary notices appearing on such reproductions, Subscriber may print, or otherwise reproduce, in hard copy form, insubstantial portions of Data in Subscriber’s regular course of business and share such printouts: (i) with Subscriber’s clients in relation to specific, ascertainable matters; and/or (ii) as required or reasonably necessary, to regulatory agencies, court officials, or parties to legal actions in which Subscriber is directly involved.

d. **Electronic Distribution.** Subscriber may, on an occasional basis and via Product functionality, direct West to transmit individual documents in electronic format to individual internal user(s), and to

individual third parties in connection with actual, ascertainable matters being handled by Subscriber. Subscriber may also include downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such downloaded Data in connection with, or as part of a brief must be limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. All other direct transmission of electronic copies by Subscriber is prohibited.

2. **License Restrictions.**

a. **Usage Restrictions.** Subscriber may not copy, download, scrape, store, publish, post, 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 as expressly permitted by paragraph 1 (License Grant) above, or as otherwise expressly permitted in writing by West. Subscriber shall not reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code of the Products, their components, or any avenue by which Products are accessed.

b. **Compliance with Applicable Law.** 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.

c. **Copyright Notices.** Subscriber shall not remove or alter any copyright notices from any saved, downloaded, or otherwise reproduced Data. Subscriber shall indicate that use of, distribution, and dissemination of Data is with the permission of West.

3. **Regulated Data.** Certain Data available through the Products is subject to heightened regulatory scrutiny under state and federal law (“Regulated Data”).

a. **Regulated Data Restrictions**

- i. Subscriber acknowledges that West provides Regulated Data to support Subscriber’s own processes and decisions, and Subscriber should not deny any service or access based solely on Regulated Data provided through the Product or results provided by West. Subscriber is responsible for any denial of services or access and Subscriber will not deny such services or access without first conducting its own appropriate internal review in conjunction with its decision-making process.
- ii. 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 (15U.S.C.A. § 1681b).
- iii. Subscriber acknowledges that access to Regulated Data, available through the Product, 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.

- iv. If Subscriber is permitted to purchase motor vehicle records ("MVR Data") from West, without in any way limiting Subscriber's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:
 - Subscriber shall not use any MVR Data provided by West, or portions of information contained therein, to create or update a file to the end that Subscriber develops its own source of driving history information.
 - As requested by West, Subscriber shall complete any state forms that West is legally or contractually obligated to obtain from Subscriber before serving Subscriber with state MVR Data.
- v. Subscriber agrees not to access Regulated 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 any Additional Terms, as defined in paragraph 5 (Additional Terms) below.
- vi. Subscriber represents and warrants that it is the end user of Regulated Data and shall limit use and dissemination of Regulated Data solely to the permissible uses stated by Subscriber in the application and online (Subscriber's "Permissible Use"). Subscriber agrees to keep confidential and shall not disclose any Regulated Data except to Subscriber employees in the United States of America whose duties reasonably require access to such Regulated Data to carry out Subscriber's Permissible Use.

b. Regulated Data Usage Compliance. West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, reasonably believes that the Data may be or has been used for an improper purpose or otherwise in violation of the terms of the Agreement, or as otherwise required by a Contributor. By accessing Data, Subscriber acknowledges that from time to time, West and its Contributors and/or various government entities will require Subscriber to identify a permissible use (if applicable) and may inquire as to Subscriber's compliance with applicable laws or the Agreement. Subscriber agrees to reasonably cooperate with any inquiry, subject to any attorney-client confidentiality. Subscriber shall immediately report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.

c. Regulated Data Subscriber Credentials. West's provision of access to Regulated Data is contingent on West's verification of Subscriber's credentials in accordance with West's internal credentialing procedures. Subscriber shall notify West immediately of any changes to the information on Subscriber's application for Services and, if at any time Subscriber no longer meets such credentialing requirements, West may terminate Subscriber's access to Regulated Data.

d. Subscriber Responsibility for Use of Regulated Data. Subscriber recognizes that its access to and use of Regulated Data is contingent upon complying with its contractual obligations. Except as otherwise prohibited by law and without waiving any defenses to which it may be entitled, Subscriber is responsible for all damages due to (i) the misuse of Regulated Data by Subscriber (or any other party receiving such Regulated Data from or through Subscriber); and (ii) Subscriber's breach of any representation, or warranty, or other provision of this Subscriber Agreement relating to its use of or purpose in using Regulated Data.

This provision shall not be interpreted to impose on Subscriber liability for the actions of West.

4. Rights in Data. Except for the license granted in this Subscriber Agreement, all rights, title, and interest in the Product, including 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 its Contributors.

5. Additional Terms. Certain Data, products and features are governed by specific terms and conditions ("Additional Terms") which are supplemental to and may be different from those set forth either in this Subscriber Agreement or elsewhere in the Agreement. All applicable Additional Terms are available for review at the following locations: <http://legalsolutions.com/westlaw-additional-terms> and <http://legalsolutions.com/clear-additional-terms>. In the event of a conflict between any Additional Terms and terms set forth elsewhere in the Agreement, the Additional Terms will control.

6. Protection of Personal Information. West and Subscriber acknowledge that both parties may be required to comply with various privacy and security requirements, including but not limited to those set forth in paragraph 3.a. (Regulated Data Restrictions) above, the European Union Directive on Data Protection (95/46), and all other applicable legal directives and applicable industry standards (collectively "Privacy Laws") pursuant to which each party wishes to obtain certain undertakings from the other with regard to the use and protection of the Personal Information of either party. For purposes of this Subscriber Agreement, "Personal Information" shall refer to, without limitation, the following types of information: name, address, e-mail address, age, date of birth, telephone number, fax, social security number or equivalent or similar government identification numbers, credit/debit card information, bank account information, logins, passwords, or medical or health records of an identifiable human being. Each party shall be responsible for any collection, access, use, and disclosure of Personal Information subject to this Subscriber Agreement. Without limiting the foregoing, each party shall employ appropriate administrative, physical, and technical safeguards in order to sufficiently protect the Personal Information and any information assets and resources in question. Each party shall promptly notify the other of any event that may result in the unauthorized collection, access, use, or disclosure of Personal Information subject to this Subscriber Agreement ("Information Protection Incident"). The parties shall make reasonable efforts to assist one another in relation to the investigation and remedy of any such Information Protection Incident claim, allegation, action, suit, proceeding, or litigation with respect to the unauthorized access, use, or disclosure of Personal Information. Furthermore, any access to or use of Personal Information must be in accordance with all applicable law. No individual shall access records that require a permissible purpose unless such a purpose exists for such individual. For purposes of its obligations hereunder, any acts or omissions by the personnel of each party shall also be deemed to be the acts or omissions of that respective party.

7. Charges and Modification of Charges. Charges payable by Subscriber for access to Products ("Service Charges") will commence on the date West processes Subscriber's order. Service Charges will be as stated in an applicable Special Offer Amendment, or Order Form/Order Notification to this Subscriber Agreement, the Schedule A Price Plan, or as otherwise agreed upon in writing by the parties. Schedule A rates may be modified upon at least 30 days prior notice to Subscriber in writing or online or pursuant to the terms stated on an applicable Order Form/Order Notification.

Modification of any Service Charges pursuant to this paragraph 7 shall not be considered as an amendment to this Subscriber Agreement that permits termination pursuant to paragraph 13(ii) herein. Service Charges are exclusive of applicable 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 interest on any unpaid balance, not to exceed 1% per month.

8. Product Software and Internet Based Services.

a. Product Software. West may make available to Subscriber, on a subscription basis, software for use in connection with the Product. 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 license 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. Internet Based Services. Certain Products may be accessed via the Internet. Subscriber may use Data cached in Subscriber's local disk drive solely in support of its use of the Product via the Internet ("Internet Based Services"). Certain software used by Subscriber may not be capable of supporting Internet Based Services. The performance of Internet Based Services varies with the manufacturers' equipment with which it is used.

9. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SUBSCRIBER AGREEMENT, ANY SCHEDULE, OR LICENSE AGREEMENT, ALL PRODUCTS, DATA, SOFTWARE, AND INTERNET-BASED SERVICES 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.

10. Limitation of Liability. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S, ITS AFFILIATES, AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THE AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO PRODUCTS, DATA, SOFTWARE, OR INTERNET BASED SERVICES WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF SERVICE OR SOFTWARE CHARGES PAID BY SUBSCRIBER FOR THE INDIVIDUAL PRODUCT TO WHICH SUCH LIABILITY APPLIES 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 TO USE PRODUCTS, DATA, SOFTWARE, OR INTERNET BASED SERVICES, OR ITS 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; OR (ii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERING DATA. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THE AGREEMENT EVEN IF WEST, ITS AFFILIATES AND/OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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 PRODUCTS AND DATA 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 PRODUCTS AND DATA ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS, AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA. THE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SUBSCRIBER AGREEMENT WERE MATERIAL FACTORS IN THE DETERMINATION OF SERVICE CHARGES.

11. Responsibility for Certain Matters. Subscriber shall provide to West the office location and address associated with Subscriber's passwords issued under the Agreement. Subscriber's personnel may also access Products via home computers, laptops, or other wireless devices. Subscriber is responsible for promptly notifying West in writing of persons to whom passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of passwords. Subscriber is also responsible for all access to and use of all Products, Data, Software, and Internet Based Services through Subscriber's account, login credentials, and/or systems, whether or not Subscriber has knowledge of or authorizes such access and use. Sharing of passwords that have been issued to individual users of Subscriber is strictly prohibited.

12. Limitation of Claims. Except for claims relating to Service Charges or improper use of Products, Data, Software, or Internet Based Services, no claim, regardless of form, which in any way arises out of the Agreement, may be made, nor such claim brought, under the Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

13. Term and Termination. West may terminate this Subscriber 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 or this Subscriber Agreement, or may result in a risk to public safety, including but not limited to the safety of private individuals. West may terminate the Agreement upon giving fifteen (15) calendar day's written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under this or any other agreement between the parties. Upon any termination of this Subscriber Agreement, the Product Software licenses shall also terminate.

14. Force Majeure. Each party's performance under the 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.

15. 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 in the applicable Special Offer Amendment or Order Form/Order Notification.

16. General Provisions. Neither the 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 the 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 the 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 the Agreement are inserted for convenience only and do not constitute a part of the Agreement. West, as used herein, also applies to West Services Inc.

17. Feedback. Any and all Feedback that Subscriber provides to West shall become the exclusive property of West without any payment, accounting, remuneration, or attribution to Subscriber. "Feedback" means information provided, in any manner, by or on behalf of Subscriber with respect to any feature, West product or service, or their enhancement, customization, configuration, installation, or implementation, including but not limited to ideas, concepts, suggestions, materials, functions, methods, processes, and rules.

Hosted Practice Solutions Subscriber Agreement

HOSTED PRACTICE SOLUTIONS SUBSCRIBER AGREEMENT (the "Subscriber Agreement") entered into between "Subscriber" as set forth on the West Order Form/Order Notification ("Order Form") or Hosted Practice Solutions Subscription Charges Exhibit ("Exhibit") and West Publishing Corporation, a Thomson Reuters business ("West") regarding West Hosted Practice Solutions products, as follows:

1. Designation of Products. The terms and conditions of this Subscriber Agreement are applicable to West's Hosted Practice Solutions products. Subscriber is licensing the West Hosted Practice Solutions product(s) specified by submitting a then-current Order Form or Exhibit. In the event of a conflict between the terms and conditions in paragraphs 1 through 13.1 of this Subscriber Agreement and the terms and conditions of the Order Form or Exhibit, the terms and conditions of the Order Form or Exhibit shall control.

2. License.

2.1. Grant. West grants Subscriber a non-exclusive, non-transferable, limited license to use at its licensed site(s) identified in the Order Form, or Exhibit, the Hosted Practice Solutions products listed in the Order Form or Exhibit hereto ("Software") in Subscriber's normal course of business. In addition, Subscriber's personnel who work at or are assigned to the licensed site may use the Software on personal computers or laptops located off-site. The Software is protected by copyright and various U.S. and international patent applications.

2.2. Other Restrictions. Subscriber may not publish, transmit, retransmit, disseminate, broadcast, circulate, sell, resell, loan, lease, distribute or transfer the Software or copies to third parties, nor reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of the Software. Subscriber may not reproduce all or any portion of the Software (except as expressly permitted in this Subscriber Agreement) or any accompanying user documentation ("Documentation"), or modify, translate or otherwise create derivative works of the Software. Subscriber agrees to notify its employees and agents who may have access to Software of the restrictions contained in this Subscriber Agreement and to ensure their compliance with these restrictions.

3. Subscriber Content. Subscriber grants West a worldwide right to use, host, store, service, reproduce, modify, create derivative works, communicate, and publish all content uploaded to the Software by Subscriber only as is necessary for West to perform its duties under this Agreement (as defined below). West agrees that all Subscriber uploaded content and documents ("Subscriber Content") is provided to West by Subscriber solely to enable West to provide services, including accessing and viewing Subscriber Content as directed by Subscriber or Subscriber's users (using Subscriber's passwords as needed) in order to provide research assistance and/or technical support, to Subscriber and that Subscriber Content will only be used for that purpose and will only be accessed by those West employees, affiliates and contributors who have a need to access Subscriber Content in order to provide the services. West may share Subscriber information and Subscriber Content with its business partners as may be necessary to provide Time & Billing Services to Subscriber. Subscriber shall retain all title and ownership of any intellectual property rights it holds in Subscriber Content. Subscriber is responsible for ensuring that it has all of the necessary rights in any Subscriber Content and that all Subscriber Content does not infringe on the rights of any copyright owners, violate any applicable laws or violate the terms of any license or agreement. Upon receipt of adequate notice under the Digital Millennium Copyright Act (17 U.S.C.A. § 512), West reserves the right to delete or disable any Subscriber Content alleged to infringe on the intellectual property rights of any third party.

4. Other Licenses. The Software may be used to access and use various West products and services, including Westlaw ("West Services"). All access to and use of such West Services by means of the Software, including any charges for such access and use, will be governed by the terms of the applicable West user agreement.

5. Title. Subscriber hereby acknowledges and agrees that all right, title and interest in and to the Software, the Documentation and any other related materials are, and shall remain, vested solely in West and other software owners, if any, and Subscriber shall not hold itself out as having any ownership or other rights with respect thereto, except as specifically granted hereunder. Except as expressly permitted herein, Subscriber covenants and agrees that it shall make no use of the Software, the Documentation or any other related materials without West's prior written consent. Any and all good will associated with such rights shall inure directly and exclusively to the benefit of West.

6. Confidential Information.

6.1 West acknowledges that any documents, the contents thereof, or other proprietary or confidential materials expressly designated as confidential that are provided to West by Subscriber during the term of this Subscriber Agreement ("Subscriber Confidential Information") are valuable assets of Subscriber. West will take reasonable steps to ensure that the Subscriber Confidential Information is not used or disclosed except as expressly permitted by this Subscriber Agreement. West will not permit any unaffiliated third party access to, in any manner, the Subscriber Confidential Information, except as provided in this Subscriber Agreement. Subscriber Confidential Information shall not include information that consists of ideas, concepts, know-how or techniques relating to the enhancement, customization, installation or implementation of the Software.

6.2 Subscriber acknowledges and agrees that the Software constitutes a valuable proprietary product of West and that the Software, together with the terms of this Subscriber Agreement, shall be referred to as the "West Confidential Information." Subscriber will take reasonable steps to ensure that the West Confidential Information is not used or disclosed except as expressly permitted by this Subscriber Agreement. Subscriber will not permit any third party access to, in any manner, the West Confidential Information, except as provided in this Subscriber Agreement. Subscriber may permit its independent contractor's access to the West Confidential Information to the extent necessary for such contractor's provision of services to Subscriber if such contractor executes a confidentiality agreement with Subscriber or West which prohibits the contractor from using or disclosing the West Confidential Information; provided, however, that such independent contractors may not include any Competitor. A "Competitor" shall mean a third party that is regularly engaged in the business of developing or marketing software that performs the same or similar functions as one or more of the modules of the West software implemented by Subscriber.

6.3 Each party represents to the other party that its personnel have undertaken general obligations of nondisclosure with regard to proprietary and Confidential Information to which they have access during the course of their relationship with such party that are no less restrictive than those imposed hereunder.

6.4 Both parties agree to use reasonable efforts to provide the other party with notice, if a party becomes legally compelled to disclose the Confidential Information and Personal Information of the other party. For purposes of this Subscriber Agreement, "Personal Information" shall refer to, without limitation, the following types of information: name, address, e-mail address, age, date of birth, telephone number, fax, social security number or equivalent or similar government identification numbers, credit/debit card information, bank account information, logins, passwords, or medical or health records of an identifiable human being. If a protective order or remedy is not available in time, the obligation of confidentiality shall be waived to the extent necessary to comply with the law and the receiving party will furnish only that portion of the Confidential Information and personal information which is legally required.

7. Charges and Modification of Charges. Charges payable for access to Hosted Practice Solutions ("Monthly Charges") will be as stated on the Order Form or Exhibit and the applicable Schedule A or as otherwise agreed upon in writing by the parties. Monthly Charges shall commence on the date West process Subscriber's Order. Monthly Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online or pursuant to the terms stated on an applicable Order form or Exhibit. Hosted Practice Solutions products that are Schedule A rates may be modified upon at least 30 days prior notice to Subscriber in writing or online. Modification of any charges shall not be considered as an amendment to this Subscriber Agreement that permits termination of this Subscriber Agreement pursuant to paragraph 10.1 (i) herein. All charges are exclusive of applicable sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Electronic storage fees will be allocated equally across all locations that have subscribed to the Practice Solution products and will be taxed according to this allocation. 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 the unpaid balance.

8. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

8.1 West warrants that for the period ending ninety (90) days after the first date that Subscriber commences production use of the Software the Software

will substantially conform to the Documentation (available at store.westlaw.com). THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SUBSCRIBER AGREEMENT, ANY APPLICABLE SCHEDULE OR LICENSE AGREEMENT, THE SOFTWARE IS 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 SUBSCRIBER AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO THE SOFTWARE WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF CHARGES PAID BY SUBSCRIBER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST AND/OR ITS AFFILIATES BE LIABLE TO SUBSCRIBER FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THIS SUBSCRIBER AGREEMENT OR USE OF, OR INABILITY TO USE, THE SOFTWARE, EVEN IF WEST, ITS AFFILIATES OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER WEST NOR ITS AFFILIATES OR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO THE SOFTWARE WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF THE SOFTWARE ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA. The performance of the Software varies with various manufacturers' equipment with which it is used. Certain software used by Subscriber may not be capable of supporting the Software.

8.2 Exclusive Remedies. The remedies in paragraphs 9.1 (Infringement Claims), and 10 (Term and Termination), are Subscriber's exclusive remedies and are in lieu of all other legal or equitable remedies and all liabilities or obligations on the part of West for damages (except for bodily injury) arising out of, relating to, or in connection with this Subscriber Agreement, including, but not limited to, the licensing, delivery, installation, use or performance of the Software or the integration of the Software with other software or hardware.

9. Indemnification.

9.1 Infringement Claims. At its sole expense, West shall defend, indemnify and hold Subscriber harmless from copyright, trade secret and U.S. patent infringement claims based upon the Software in the form delivered by West, including paying any judgment, attorney fees, costs and expenses associated with such claim.

9.2 Without limiting its obligations under paragraph 9.1, in the event a claim of infringement or misappropriation is made against West or Subscriber with respect to the Software, West, for the purpose of settling such claim, may, at its option, in respect of such allegedly infringing Software: (i) substitute fully equivalent non-infringing software; or (ii) modify the Software so that it no longer infringes but remains functionally equivalent. If, as a result of such claim, Subscriber or West is permanently enjoined from using the Software by a final, non-appealable decree from a court of competent jurisdiction, West will take one or both of the actions set forth in (i) and (ii) above or will obtain for Subscriber at West's expense the right to continue to use the Software.

9.3 West's obligation to indemnify Subscriber pursuant to this paragraph 9 is contingent upon West being given prompt notice and control of, and detailed information with regard to, any such claim, suit or proceeding. Subscriber shall have the right to participate at its own cost in the defense of any such claim or action through legal counsel of its choosing. Subscriber shall not settle any such claim or action without West's prior written consent.

9.4 This paragraph 9 contains West's entire indemnification obligation and the exclusive remedies of Subscriber with regard to any claimed infringement arising out of or based upon the Software used by Subscriber.

10. Term and Termination.

Upon any termination of this Subscriber Agreement, the West Software licenses shall terminate.

10.1 If this Subscriber Agreement terminates, West will provide Subscriber with access to, and the ability to export Subscriber Content for 180 days at no charge. Notwithstanding the foregoing, Subscriber will be charged for any and all Subscriber Content stored within the Case Logistix-Hosted, and/or Case Notebook-Hosted applications during the 180 day data

extraction period. After a commercially reasonable time has passed, but no less than 180 days after the termination of this Subscriber Agreement, West will delete Subscriber Content. The terms and conditions of this Subscriber Agreement will remain in effect during such 180 days and cover any access to the Software by Subscriber to export Subscriber Content. Notwithstanding anything to the contrary herein, Subscriber must remove all Time & Billing content prior to termination of the Order Form and this Subscriber Agreement.

11. General Provisions.

11.1 Effect of Agreement. This Subscriber Agreement (which includes all applicable Order Forms, Exhibits, any current and future Schedules, license agreements and the like) (collectively, the "Agreement") embodies the entire understanding between the parties with respect to the subject matter of this Subscriber Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Furthermore, this Subscriber Agreement supersedes the terms and conditions of any click through agreement associated with the Software. Except as otherwise provided in this Subscriber Agreement, West may amend the terms and conditions of this Subscriber Agreement by giving Subscriber at least thirty (30) days prior written notice. Any other amendment must be in writing and signed by both parties. West, as used herein, applies to West Publishing Corporation, and West Services, Inc.

11.2 Force Majeure. West shall not be liable for any delay or failure in performing hereunder if caused by factors 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.

11.3 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 on the Order Form or Exhibit.

11.5 Governing Law and Jurisdiction for Government Subscribers Only. The Agreement will be governed by and construed under the law of Subscriber's state. The state and federal courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to the Agreement and each party consents to the exclusive jurisdiction of such courts.

11.6 Assignment. Neither the 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 the 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 the 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 the Agreement are inserted for convenience only and do not constitute a part of the Agreement.

11.7 Limitation of Claims. Except for claims brought by West relating to the Monthly Charges or improper use of the Software, no claim, regardless of form, which in any way arises out of the Agreement, may be brought more than one year after the basis for the claim becomes known to the party desiring to assert it.

11.8 Export Laws. The Software and its related Documentation may not be exported or reexported in violation of the U.S. Foreign Corrupt Practices Act and its implementing regulations, the U.S. Export Administration Act and its implementing regulations or any other applicable laws, rules and regulations. Subscriber shall bear all expenses relating to any necessary licenses and/or exemptions with respect to the export from the United States of the Software to any location so as to be in compliance with all applicable laws, rules and regulations.

11.9 U.S. Government Restricted Rights. Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Product clause in DFARS 252.227-7013, or in subdivision (c)(1) and (c)(2) of the Commercial Computer Product - Restricted Rights clause at 48 CFR 52.227-19, as applicable, and in similar clauses in the NASA FAR Supplement.

11.10 Feedback. Any and all Feedback that Subscriber provides to West shall become the exclusive property of West without any payment, accounting, remuneration, or attribution to Subscriber. "Feedback" means information provided, in any manner, by or on behalf of Subscriber with respect to any feature, West product or service, or their enhancement, customization, configuration, installation, or implementation, including but not limited to ideas, concepts, suggestions, materials, functions, methods, processes, and rules.

12. Maintenance and Support.

12.1 Service Level Agreement Attachment A sets forth the details regarding the maintenance and support services offered for West's Hosted Practice Solutions.

13. External Users

13.1 Access of Subscriber Content by Third Parties.

Subscriber may allow third parties access to Subscriber's Content stored within the Software. Prior to being granted access to Subscriber's Content the third party must be invited by Subscriber to view Subscriber Content and must then assent to the terms and conditions covering usage of the Software through another agreement contained within the Software prior to accessing Subscriber's Content. If a third party invited by Subscriber to access Subscriber Content does not assent to the terms and conditions contained within the additional agreement the invited third party will be denied access to Subscriber's Content.

ATTACHMENT A to Hosted Practice Solutions Subscriber Agreement – Service Level Agreement for Hosted Practice Solutions Products

1. Application of Service Level Agreement

1.1. Covered Services. This Service Level Agreement (“SLA”) covers West’s Hosted Practice Solutions Products.

1.2. Term and Termination. This SLA will take effect from the date Subscriber’s order is processed by West and will apply to the Covered Service only. This SLA shall terminate upon the termination or expiration of this Subscriber Agreement.

2. Definitions

2.1. General. Where used in this SLA, unless stated otherwise, capitalized words and phrases shall have the respective meanings set forth herein. All references to paragraphs herein shall be deemed references to this SLA unless stated otherwise. “**Availability**” shall have the meaning set forth in paragraph 4.1. “**Covered Services**” means the West products and services as described in paragraph 1.1.

“**Downtime**” means any identifiable and reproducible error, malfunction or defect resulting in the interruption to the Covered Services or that otherwise prevents access to the Covered Services.

“**Error**” means a malfunction of some part of the Hosted Practice Solutions products of which West has received notification not including third party gateways and Internet connectivity or communication or extraordinary (non-traditional user search requirements) of which West has received notification.

“**Force Majeure**” shall have the meaning set forth in paragraph 7.

“**Measurement Period**” means the relevant calendar month during which a Covered Service is provided.

“**Response Time**” shall have the meaning set forth in paragraph 5.1.

“**Support**” shall have the meaning set forth in paragraph 3.1.

2.2. Other Terms. Capitalized terms used herein without definition in the Glossary, are used as defined in this Subscriber Agreement.

3. Support

3.1. General. During the term, West will use commercially reasonable efforts to respond and resolve Covered Services related queries and Error and Downtime incidents, in the manner set forth herein (“Support”).

3.2. Technical Support.

All subscribers have access to a service professional via an 800 telephone number or e-mail address. During the hours listed in section 3.3 a Customer Technical Support Representative is available to answer any Covered Services technical questions.

3.3. Contact Information.

Concourse Customer Technical Support: Phone: 1-800-787-8717

E-mail: support.concourse@thomsonreuters.com

Hours: 24x7x365

Firm Central Customer Technical Support

Phone: 1-800-Westlaw (1-800-937-8529)

E-mail: techsupport@thomsonreuters.com

Hours: 24x7x365

Case Notebook-Hosted, Case Logistix-Hosted and Thomson Reuters Intelligence Center Customer

Technical Support Phone: 1-800-290-

9378

E-mail: westlaw.softwaresupport@thomsonreuters.com

Hours: 6:30am to 7:30pm CT Monday through Friday

3.4. Changes in Support Practices. West may modify the terms of this SLA from time to time, to reflect the changes in its support practices, provided that Subscriber is not materially adversely affected by such changes.

4. Availability

4.1. Availability. West agrees to make the Covered Services available a minimum of 99% during each relevant calendar month during which a Covered Service is provided (“Availability”).

5. Response Time

5.1. Response to Subscriber. West will make commercially reasonable efforts to address Errors and Downtime in a timely fashion. Response time (“Response Time”) means the time period permitted for West to classify the problem or incident according to its severity and nature. After receiving a telephone call from Subscriber, West will open a support ticket and commence a technical assessment of the problem.

In the event West discovers or is notified by Subscriber of the existence of an Error or Downtime, West will take actions reasonably necessary to determine the source of the Error or Downtime. If the problem is caused by a cause not attributable to West, then West will use commercially reasonable efforts to notify the party responsible and cooperate with such party to resolve the problem as soon as reasonably possible. If the source of the Error is within the control of West, then West will make commercially reasonable efforts to resolve the problem as expeditiously as practicable.

If a timely resolution to an Error or Downtime cannot be found, West may provide a temporary resolution which will be followed by a permanent resolution as soon as reasonably practicable thereafter.

6. Remedies

6.1. In the event West grossly fails to comply with the terms of this SLA, and such a breach is not cured within 30 days of receipt of notice by Subscriber of an Error or Downtime, Subscriber shall be entitled to terminate this Subscriber Agreement by providing West with 30 days written notice. West’s failure to comply with the terms of this SLA shall not be deemed a “breach” under this Subscriber Agreement, unless there is a persistent and systematic failure by West to comply with the terms and conditions of this SLA.

Subscriber shall provide prior written notice to West of its intention to assert any remedies under this Subscriber Agreement, and shall allow West reasonable time to attempt to resolve any issues or concerns the Subscriber may have in connection with this SLA.

7. Force Majeure

7.1. Scope. Any delays in or failure of performance by either party under this Subscriber Agreement shall not be considered a breach of this Subscriber Agreement if such delay or failure is caused by acts of God, unforeseeable circumstances, acts (including a delay or failure to act) of any governmental authority (de jure or de facto), embargoes, strikes, labor disputes, riots, fire, floods, earthquakes, wars (declared or undeclared) or other military action, terrorism, sabotage, epidemics or other similar caused events beyond the reasonable control of the parties (“Force Majeure”).

7.2. Effect. Neither party shall be liable for any loss or failure to perform its obligations under this Subscriber Agreement due to circumstances of Force Majeure. If such circumstances continue for more than three (3) months, either party may cancel any affected Covered Service immediately upon written notice.

West Master Software Subscriber Agreement

MASTER AGREEMENT (the "Master Agreement") entered into between _____ ("Subscriber") and West, a Thomson Reuters business ("West") regarding West Software, as follows:

1. Designation of Licensed Products. The terms and conditions of this Master Agreement are applicable to various West Software products. Subscriber is licensing the West Software product(s) specified in the applicable Exhibit(s) attached hereto and incorporated herein. In the event of a conflict between the terms and conditions in this Master Agreement and the terms and conditions of the applicable Exhibit(s), the terms and conditions of the applicable Exhibit(s) shall control.

2. Software License.

2.1. Grant. West grants Subscriber a non-exclusive, non-transferable, limited license to use the Software set forth in the applicable Exhibit(s) hereto for the number of Attorneys or other authorized "Users" (as defined in the relevant Exhibit at its licensed site(s) identified in the applicable Exhibit, in object code only, in Subscriber's normal course of business, but excluding any new software feature or substantial additional functionality for which West, in its sole discretion, generally charges subscribers of the Software additional software subscription charges). A "Site" means all personal computers, servers or minicomputers (including networked systems) with the same operating system platform at a single location or at different locations which are connected by a single networked system (i.e., any combination of two or more terminals that are electronically linked and capable of sharing the use of a single software product). In addition, Subscriber's personnel who work at or are assigned to the licensed Site may use the Software on personal computers or laptops located off-site. The Software is protected by copyright and various U.S. and international patent applications.

2.2. Copying. Subscriber may make copies of the Software for backup purposes only. Each copy made by Subscriber must include the copyright/proprietary rights notice(s) embedded in and affixed to the Software. All other copying is prohibited.

2.3. Other Restrictions. Subscriber may not publish, transmit, retransmit, disseminate, broadcast, circulate, sell, resell, loan, lease, distribute or transfer Software or copies to third parties, nor reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of the Software. Subscriber may not use Software, nor allow Software to be used, to provide data management or processing services for third parties. Subscriber may not reproduce all or any portion of the Software (except as expressly permitted in the Agreement) or any accompanying user documentation ("Documentation"), or modify, translate or otherwise create derivative works of the Software. Subscriber agrees to notify its Attorneys and/or authorized Users who may have access to Software of the restrictions contained in this Master Agreement and to ensure their compliance with these restrictions.

3. Other Licenses. The Software may be used to access and use various West products and services, including Westlaw ("West Services"). All access to and use of such West Services by means of the Software, including any charges for such access and use, will be governed by the terms of the applicable West user agreement.

4. Title. Subscriber hereby acknowledges and agrees that all right, title and interest in and to the Software, the Documentation and any other related materials are, and shall remain, vested solely in West and other software owners, if any, and Subscriber shall not hold itself out as having any ownership or other rights with respect thereto, except as specifically granted hereunder. Except as expressly permitted herein, Subscriber covenants and agrees that it shall make no use of the Software, the Documentation or any other related materials without West's prior written consent. Any and all goodwill associated with such rights shall inure directly and exclusively to the benefit of West.

5. Confidential Information.

5.1 West acknowledges that any documents, the contents thereof, or other proprietary or confidential materials expressly designated as confidential that are provided to West by Subscriber during the Term of the Agreement ("Subscriber Confidential Information") are valuable assets of Subscriber. West will take reasonable steps to ensure that the Subscriber Confidential Information is not used or disclosed except as expressly permitted by the Agreement. West will not permit any unaffiliated third party access to, in any manner, the Subscriber Confidential Information, except as provided in the Agreement.

Subscriber Confidential Information shall not include information that consists of ideas, concepts, know-how or techniques relating to the enhancement, customization, installation or implementation of the Software. West may access Subscriber's Software server to provide services as provided in the Agreement.

5.2 Subscriber acknowledges and agrees that the Software constitutes a valuable proprietary product of West and that the Software, together with the terms of the Agreement, shall be referred to as the "West Confidential Information." Subscriber will take reasonable steps to ensure that the West Confidential Information is not used or disclosed except as expressly permitted by the Agreement. Subscriber will not permit any third party access to, in any manner, the West Confidential Information, except as provided in the Agreement. Subscriber may permit its independent contractors access to the West Confidential Information to the extent necessary for such contractor's provision of services to Subscriber if such contractor executes a confidentiality agreement with Subscriber or West which prohibits the contractor from using or disclosing the West Confidential Information; provided, however, that such independent contractors may not include any Competitor. A "Competitor" shall mean a third party that is regularly engaged in the business of developing or marketing software that performs the same or similar functions as one or more of the modules of the West software implemented by Subscriber.

6. Charges and Modification of Charges. "Software Subscription Charges" payable by Subscriber for use of the Software will consist of charges for the software license, and initial implementation, consulting, maintenance, and support services as provided in paragraphs 11 and 12 herein. During the Minimum Term as defined herein, Software Subscription Charges shall be billed to Subscriber as set forth in this paragraph 6 and in the applicable Exhibit, attached hereto, or as otherwise agreed to by the parties in writing. Software Subscription Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online; provided, however, that Subscriber's Software Subscription Charges set forth in the applicable Exhibit hereto shall not be modified during the minimum term set forth in the applicable Exhibit ("Minimum Term") following the date West processes Subscriber's order ("Effective Date"). Upon conclusion of the Minimum Term, the Agreement will automatically renew for consecutive twelve (12) month periods ("Renewal Term(s)") unless either party gives notice of non-renewal to the other party at least thirty (30) days in advance of any Renewal Term, including the first Renewal Term. In the event of a change in rates for any Renewal Term, West will provide Subscriber with thirty (30) days written or online notice prior to the end of any Renewal Term. In the event a change in rates is unacceptable to Subscriber, Subscriber may terminate the Agreement with regard to the Software product at issue upon prior written notice to West any time up to the start of the upcoming Renewal Term. West Software Subscription Charges are exclusive of applicable sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the sole responsibility of Subscriber. Subscriber will pay all invoices in full within thirty (30) days of date of invoice. If full payment is not made, Subscriber may be charged up to the maximum legal interest on any unpaid balance. West may withhold and or delay delivery of software or services if Subscriber fails to comply with this Paragraph 6.

7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

7.1 West warrants that for the period ending ninety (90) days after the first date that Subscriber commences production use of the Software (the "Warranty Period") the Software will substantially conform to the Documentation (available at west.thomson.com.). THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT, ANY APPLICABLE SCHEDULE OR LICENSE AGREEMENT, THE SOFTWARE IS 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 AND/OR ITS AFFILIATES' ENTIRE LIABILITY UNDER THE AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO THE SOFTWARE WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF SOFTWARE SUBSCRIPTION CHARGES PAID BY

SUBSCRIBER RELATIVE TO THE SPECIFIC SOFTWARE FEATURE (i.e., THE SPECIFIC FUNCTION BEING PERFORMED) WHICH IS THE BASIS OF THE CLAIM(S) DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST AND/OR ITS AFFILIATES BE LIABLE TO SUBSCRIBER FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THE AGREEMENT OR USE OF, OR INABILITY TO USE, THE SOFTWARE, EVEN IF WEST AND/OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER WEST NOR ITS AFFILIATES MAKE ANY WARRANTY THAT ACCESS TO THE SOFTWARE WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF THE SOFTWARE ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA. The performance of the Software varies with various manufacturers' equipment with which it is used. Certain software used by Subscriber may not be capable of supporting the Software. West does not warrant the level of performance of the Software or that earlier versions superseded by new versions (whether or not distributed to Subscriber) will continue to be capable of access to and use with West Services.

7.2 Failures Not Caused by West. West will not be responsible to the extent that the Software fails to perform due to one or more of the following: (1) the malfunction of software not provided by West (2) the malfunction of hardware, (3) Subscriber's negligence or fault, (4) Subscriber's failure to follow the instructions set forth in the Documentation, (5) material changes in the operating environment not authorized by West, (6) modifications to or changes in the Software not made or suggested by West or (7) Subscriber's failure to implement and maintain a proper and adequate backup and recovery system for the West database or user files. If West discovers that a failure is caused by one of the above, West reserves the right to charge Subscriber for its work in investigating such failure. At Subscriber's request and at a fee to be agreed upon, West will thereafter assist Subscriber in resolving such failure. It is Subscriber's responsibility to develop and implement a proper and adequate backup and recovery system.

7.3 Exclusive Remedies. The remedies in paragraphs 8.1 (Infringement Claims), 9 (Term and Termination) and 12.4 (Remedies) are Subscriber's exclusive remedies and are in lieu of all other legal or equitable remedies and all liabilities or obligations on the part of West for damages (except for bodily injury) arising out of, relating to, or in connection with this Agreement, including, but not limited to, the licensing, delivery, installation, use or performance of the Software or the integration of the Software with other software or hardware.

8. Indemnification.

8.1 Infringement Claims. At its sole expense, West shall defend, indemnify and hold Subscriber harmless from copyright, trade secret and U.S. patent infringement claims based upon the Software in the form delivered by West, including paying any judgment, attorney fees, costs and expenses associated with such claim.

8.2 Without limiting its obligations under paragraph 8.1, in the event a claim of infringement or misappropriation is made against West or Subscriber with respect to the Software, West, for the purpose of settling such claim, may, at its option, in respect of such allegedly infringing Software:

- (i) substitute fully equivalent non-infringing software; or
- (ii) modify the Software so that it no longer infringes but remains functionally equivalent.

If, as a result of such claim, Subscriber or West is permanently enjoined from using the Software by a final, non-appealable decree from a court of competent jurisdiction, West will take one or both of the actions set forth in (i) and (ii) above or will obtain for Subscriber at West's expense the right to continue to use the Software.

8.3 West's obligation to indemnify Subscriber pursuant to this paragraph 8 is contingent upon West being given prompt notice and control of, and detailed information with regard to, any such claim, suit or proceeding. Subscriber shall have the right to participate at its own cost in the defense of any such claim or action through legal counsel of its choosing. Subscriber shall not settle any such claim or action without West's prior written consent.

8.4 This paragraph 8 contains West's entire indemnification obligation and the exclusive remedies of Subscriber with regard to any claimed infringement arising out of or based upon the Software used by Subscriber.

9. Term and Termination.

Upon the termination of the Agreement, Subscriber's license and right to use the Software or any part thereof shall end immediately and within thirty (30) days of such termination, Subscriber shall return to West the Software, the Documentation, and any other documents, manuals, data, information or materials furnished by West, as well as any copies thereof and shall destroy any embodiments of these materials stored in or on a reusable electronic or similar medium, including but not limited to memory, disk packs, tape, and other peripheral devices, and certify such destruction in writing to West.

10. General Provisions.

10.1 Effect of Agreement. This Master Agreement (including any applicable Exhibits and/or attachments hereto) (collectively, "Agreement") embodies the entire understanding between the parties with respect to the subject matter of the Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Furthermore, the Agreement supersedes the terms and conditions of any click through agreement associated with the Software. Except as otherwise provided in the Agreement, West may amend the terms and conditions of this West Master Software Subscriber Agreement by giving Subscriber at least thirty (30) days prior written notice. During the thirty (30) days following such notice, Subscriber may request in writing to West that the parties enter into good faith negotiations regarding the new terms and conditions. If the parties do not reach an understanding and do not execute a mutually agreeable amendment to this West Master Software Subscriber Agreement within thirty (30) days thereafter, Subscriber may terminate the Agreement pursuant to paragraph 9.1(ii) herein upon written notice to West. Notwithstanding the foregoing, Subscriber may, at its option and with written notice to West, continue its access to and use of the Software for twelve (12) calendar months from the date termination pursuant to paragraph 9.1(ii) herein would otherwise be effective ("Transition Period"), under the terms and conditions (including pricing terms set forth in the applicable Exhibit hereto) of the Agreement, as modified by the new amendment. During the Transition Period, West shall be relieved of its obligations under paragraphs 11 and 12 of this Master Agreement. Any other amendment must be in writing and signed by both parties. West, as used herein, applies to West Publishing Corporation and West Services, Inc.

10.2 Force Majeure. West shall not be liable for any delay or failure in performing hereunder if caused by factors 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.

10.3 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 first set forth below.

10.4 Governing Law and Jurisdiction for Non-Government Subscribers Only. The 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 from or related to the Agreement and each party consents to the exclusive jurisdiction of such courts.

10.5 Governing Law and Jurisdiction for Government Subscribers Only. The Agreement will be governed by and construed under the law of Subscriber's state. The state and federal courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to the Agreement and each party consents to the exclusive jurisdiction of such courts.

10.6 Assignment. Neither the 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 the 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 the 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 Master Agreement are inserted for convenience only and do not constitute a part of this Agreement.

10.7 Limitation of Claims. Except for claims brought by West relating to the Software Subscription Charges or improper use of the Software, no claim, regardless of form, which in any way arises out of the Agreement, may be brought more than one year after the basis for the claim becomes known to the party desiring to assert it.

10.8 Export Laws. The Software and its related Documentation may not be exported or reexported in violation of the U.S. Foreign Corrupt Practices Act and its implementing regulations, the U.S. Export Administration Act and its implementing regulations or any other applicable laws, rules and regulations. Subscriber shall bear all expenses relating to any necessary licenses and/or

exemptions with respect to the export from the United States of the Software to any location so as to be in compliance with all applicable laws, rules and regulations.

10.9 U.S. Government Restricted Rights. Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Product clause in DFARS 252.227-7013, or in subdivision (c)(1) and (c)(2) of the Commercial Computer Product – Restricted Rights clause at 48 CFR 52.227-19, as applicable, and in similar clauses in the NASA FAR Supplement.

10.10 Feedback. Any and all Feedback that Subscriber provides to West shall become the exclusive property of West without any payment, accounting, remuneration, or attribution to Subscriber. “Feedback” means information provided, in any manner, by or on behalf of Subscriber with respect to any Feature, West product or service, or their enhancement, customization, configuration, installation, or implementation, including but not limited to ideas, concepts, suggestions, materials, functions, methods, processes, and rules.

10.11 Survival. Paragraphs 4 (Title), 5 (Confidential Information), 6 (Charges and Modification of Charges), 7 (Disclaimer of Warranties and Limitation of Liability), 8 (Indemnification), 9 (Term and Termination), 10 (General Provisions); and 12.4 (Remedies) shall survive any termination of this Master Agreement.

11. Maintenance Terms.

11.1 Maintenance Services. Maintenance Services consist of the following:

11.1.1 Updates. West may provide Updates for the Software to Subscriber. Updates shall mean periodic Software releases, if any, for purposes of 1) providing minor new functionality or features, or 2) resolving technological issues related to Subscriber’s then-current Version (as defined below) of the Software. Subscriber will be responsible for installing such Updates.

11.1.2 Telephone Support. West will provide telephone support for purposes of handling Subscriber questions relating to the operation of the Software. Telephone support is provided by West Customer and Technical Support Representatives at 1-800-937-8529 or other such telephone number as set forth in the applicable Exhibit.

11.2 West Obligations.

11.2.1 West’s obligations hereunder will extend only to (a) the Updates and Versions of the Software provided to Subscriber by West (see the applicable Exhibit); and (b) Software that has not been modified or altered in any way by anyone other than West or under West’s direction. As used herein, “Version” means a new release of the Software (outside a point release) that includes a major revision, alteration, improvement, modification, or the like, to the current Software release.

11.2.2 Maintenance Services will not include services for the items for which West is not responsible set forth in paragraph 7.2 of this Master Agreement.

11.3 Subscriber Obligations.

11.3.1 Cooperation. Subscriber shall ensure that West’s personnel are provided with such information under Subscriber’s control as is reasonably necessary to enable West to comply with its obligations hereunder.

11.3.2 Updates and New Versions. In the event that West determines that any of Subscriber’s reported maintenance problems cannot be resolved due to Subscriber’s failure to install Updates or procure new Versions of the Software, Subscriber will be given a reasonable opportunity to install such Updates or procure a new Version. If, after such opportunity, Subscriber fails or otherwise refuses to install such Updates or procure such new Version, West shall be relieved of its obligations under this paragraph 11.

12. Implementation and Training Services.

12.1 Installation of the Software. West and Subscriber shall cooperate to identify the hardware and related communications equipment necessary for installation of the Software. Installation of all hardware and supporting software so that minimum configuration requirements for installation of the Software are met is the responsibility of Subscriber. Once the configuration of the hardware, including the operating system, conforms to the minimum configuration requirements provided by West, West shall provide instructions for the download and installation of the Software (“Installation”).

12.2 Subscriber Obligations. When West performs any services at Subscriber’s facility, Subscriber shall be responsible for providing a safe and appropriate work space and access to all terminals, materials and related resources that may be reasonably required by West for timely performance of its obligations hereunder. Subscriber shall provide to West in a timely manner any information, assistance, review, feedback or approvals that are the responsibility of Subscriber hereunder.

12.3 Training. West shall make training available to Subscriber at locations and times to be mutually determined by West and Subscriber.

12.4 Remedies. Subscriber’s sole remedy for West’s material breach of its obligations under this paragraph 12 will be to have West reperform the defective services so that they conform to the specifications provided herein. If West is unable after a reasonable time to provide conforming services, Subscriber may terminate the relevant Exhibit if such defective services cause the Software to fail to conform to the Documentation provided with the Software.

AMENDMENT No. 1
To
SERIAL 14077-CI, Online Public Records and Legal Research Services

Between

WEST PUBLISHING CORPORATION
&
MARICOPA COUNTY, ARIZONA

WHEREAS, Maricopa County, Arizona ("County") and West Publishing Corporation ("Contractor") have entered into a Contract for the purchase of Online Public Records and Legal Research dated February 28th, 2015 ("Agreement") County Contract No: 14077-CI.

WHEREAS, County and West Publishing Corporation have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Effective on the date of last signature below, Contractor will provide a 25% discount off of then-current retail prices on all eligible print titles.
2. Each month during the term of the Contract, Contractor will provide County Office of Procurement Services with copies of all West Order Forms signed by County employees to modify or change their account information.

3.

Please see below for the revisions:

Plan 4—Print

~~West's proposal allows for a discount off of new eligible print titles purchased by an agency.~~ Agencies purchasing ~~new~~ eligible print titles will receive a 25% discount off of then-current retail prices, provided the purchases are conducted through the agency's local sales consultant or account manager.

- Sales Consultant: Mike Toolson (480.786.5613, mike.toolson@thomsonreuters.com)
- Account Manager: Kay Engler (480.275.0875, kay.engler@thomsonreuters.com)

~~**Please note:** A new title is defined as a purchase that has not been purchased within five years by the agency.~~

Terms and Conditions

- Government Select/PRO Order Processing—Service will begin 5-7 days following receipt of a fully executed, clean, and process-able Order Form, and after any necessary CLEAR credentialing has been completed. **Copies of all signed order forms shall be provided to Maricopa County Office of Procurement Services on a monthly basis.**

ALL OTHER TERMS AND CONDITION REMAIN UNCHANGED

AMENDMENT No. 1
To
SERIAL 14077-CI, Online Public Records and Legal Research Services

Between

WEST PUBLISHING CORPORATION
&
MARICOPA COUNTY, ARIZONA

IN WITNESS WHEREOF, this Contract Amendment is effective on the date executed by Maricopa County Office of Procurement Services below.

WEST PUBLISHING CORPORATION



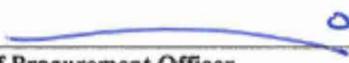
Authorized Signature

Lisa Stokes, Manager, Commercial Contracts
Printed Name and Title

610 Opperman Drive, Eagan MN 55123
Address

4-15-15
Date

MARICOPA COUNTY:



Chief Procurement Officer

5/12/15
Date

**THOMSON REUTERS WEST DBA WEST PUBLISHING CORPORATION, 610 OPPERMAN DRIVE,
EAGAN, MN 55123**

PRICING SHEET: NIGP CODE 95670 & 71500

Terms: NET 30

Vendor Number: ~~W000001926~~ **VC0000003916**

Certificates of Insurance Required

Contract Period: To cover the period ending **February 28, 2020.**