

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL WORKSHOP**  
**AUGUST 12, 2008 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Resolution Authorizing Execution of an Agreement with Thompson West	✓ Resolution Ordinance Motion Discussion Only	Enza Petrarca Village Attorney

**SYNOPSIS**

A resolution has been prepared authorizing the execution of a three year agreement with Thompson West for legal research, legal publications and legal education services. The amount of the agreement in the first year is \$11,222.40 (paid in installments of \$935.20 per month). Each year the contract is potentially subject to a maximum 5% increase, making the maximum value of this contract \$35,378.62 spread over three fiscal years. The Village may renegotiate with West during this three year term to change services as it deems appropriate.

**STRATEGIC PLAN ALIGNMENT**

The Five Year Plan and Goals for 2007-2012 identify *Exceptional Municipal Organization*. A supporting objective is *High Performing Directors, Supervisors and Employees Accountable for the Task, Work Product and Goal Achievement*.

**FISCAL IMPACT**

The FY08 General Fund Budget includes \$13,500.00 for this expense. The remaining funds will be used for supplemental books and other publications, as detailed below. Future year budgets will include the balance of funding.

**RECOMMENDATION**

Approval on the August 19, 2008 consent agenda.

**BACKGROUND**

Thompson West ("West") is a provider of legal research, legal publications and legal education services via the Internet. Staff has been utilizing West services for many years and is pleased with the services, publication updates and ease of use of their legal research tools; they are essentially a sole source provider in this market. In an effort to receive a more competitive rate staff is recommending entering into a three-year agreement with West. As part of the three-year agreement the Village will receive a 30 percent discount on WestLaw Services (online legal database) and a 50 percent discount for legal publications and updates to law book volumes that are maintained in the Village's Law Library. This package would also include access to continuing legal education classes that are now required of all attorneys.

**ATTACHMENTS**

Resolution  
 West Thompson Agreement

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND THOMSON WEST**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois,  
as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove ("Subscriber") and Thomson West ("West"), for legal research, publications and legal education services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_  
Village Clerk

**WEST ORDER FORM FOR WESTPACK PRODUCTS**

610 Opperman Drive  
St. Paul, MN 55164-1803  
Tel: 651/687-8000



Check West account status below as applicable:

Rep Name & Number **MIKE BERNTSEN, 94857**

New  (NACI Form attached)

Existing with Increase Credit Limit  (NACI Form attached)

Existing with no changes

Existing with changes  (Permanent name change must attach a Customer Name Change Form)

Acct # **1000751354**

PO # \_\_\_\_\_

Date **Jul-21-2008**

Name/Subscriber **DOWNERS GROVE VILLAGE CORP COUNSEL CIVIC CENTER**

Bill To Acct # **1000751354**

Order Confirmation Contact Name \_\_\_\_\_

E-Mail \_\_\_\_\_

Westlaw Password Contact Name (for password delivery) \_\_\_\_\_

E-Mail \_\_\_\_\_

\* \* \* \* \* R E Q U I R E D \* \* \* \* \*

Permanent Address Change

One-Time Ship To

Additional Ship To

Additional Bill To

Name \_\_\_\_\_

Attn: \_\_\_\_\_

Address \_\_\_\_\_

Suite/Floor \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

County \_\_\_\_\_

Zip \_\_\_\_\_

I F N E E D E D

**WestPack WestlawPRO Products**

WestPack Promotion Code: **WPK3**

Full Svc #	WestlawPRO Products	# of Passwords/ FTEs/Students	Monthly Banded/ Base Rate	Per User Rate	Other	Total Monthly WestlawPRO Charges
40564054	Illinois Government Select 16 points	Up to 6	1336.00		30%	\$935.20

Notes:

Total Monthly Charges \$

**\$935.20**

**WestPack Print and CD-ROM Products**

-Quantity of WestPack Titles-

Full Svc #	WestPack Print and CD-ROM Products	New *	Existing **	List/CD-ROM Charges	Other	Total List/CD- ROM Charges
15274888	CIV RIGHTS & LIB LITIG SUB		1		50%	
21035963	FED LABOR LAWS PAM SUB		1		50%	
18458382	IL COURT RULES STATE & FED PAM SUB		1		50%	
40073150	IL SESSION LAWS BV SUB		1		50%	

**The below subscriptions to be discounted are from account # 1000402244**

11623888	IL PR V9 CIV TRIAL PROC SUB		1		50%	
16708008	IL VEHICLE CODE PAM SUB		1		50%	
21023744	IL PR 3and 4		1		50%	
17373786	IL PR V4A CIV LITIG GD SUB		1		50%	
17730887	IL PR V10 CIV DISCOVERY SUB		1		50%	

† Total Charges

**0.00**

† Total Charges includes charges from attached page 2, if applicable.

\* This is a new title for Subscriber or Subscriber maintains an existing subscription to this WestPack title and desires additional copy(ies) - ship and enter subscription(s) for the requested title.

\*\* Subscriber maintains existing subscription(s) to this WestPack title - do not ship.

Monthly WestlawPRO Charges and CD-ROM Charges are billed on the date West processes Subscriber's order and continue for the minimum term elected by Subscriber with his/her initials below ("Minimum Term"). If Subscriber agrees to commit to a longer Minimum Term of 24 months or 36 months, any increases in Subscriber's Monthly WestlawPRO Charges will be billed as set forth herein. Subscriber also agrees to maintain all subscriptions to the WestPack print products (new and/or existing as set forth above) during the Minimum Term and the charges for Subscriber's WestPack print products (both initial print charges ("Initial WestPack Charges") and print and CD-ROM subscription services charges including CD-ROM Charges ("WestPack Subscription Charges")) shall be billed as set forth herein. Upon conclusion of the Minimum Term, Monthly WestlawPRO Charges, CD-ROM Charges and WestPack Subscription Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

Subscriber's Initials for 12, 24 or 36 Month Minimum Term

12 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 20% WestPack Print and CD-ROM Product discount (new and existing)

24 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 30% WestPack Print and CD-ROM Product discount (new and existing) - Monthly WestlawPRO Charges for second 12 months not to increase by more than % over Monthly WestlawPRO Charges for initial 12 months.

36 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 50% WestPack Print and CD-ROM Product discount (new and existing) - Monthly WestlawPRO Charges for second 12 months not to increase by more than % over Monthly WestlawPRO Charges for initial 12 months and Monthly WestlawPRO Charges for third 12 months not to increase by more than % over Monthly WestlawPRO Charges for second 12 months.

Subscriber's Initials attorneys or corporate users are employed by Subscriber at the location identified above. If West learns that the number of Subscriber's affiliated attorneys exceeds this number, West reserves the right to increase Subscriber's Monthly WestlawPRO Charges as applicable.

Internal Corporate Use Only BND

Technical Contact for Westlaw Patron Access and Campus Research

Name (please print): Current Acct #

Telephone: E-Mail Address

Subscriber's Initials terminals will be used for Patron Access (not required for Campus Research).

WestlawPRO Renewals

WestlawPRO Products

Current Monthly WestlawPRO Charges

Notes:

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

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

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

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

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

Westlaw Passwords and QuickView+

Table with columns: Last Name, First Name, M.I., Atty, Lab, Para, Other, Product(s). Row 1: SAME

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

Authorized QuickView+ Password Holder Password Authorized Acct. #

Additional Non-WestPack WestlawPRO, CD-ROM and West LegalEdcenter Products						
Full Svc #	Non-WestPack WestlawPRO/ CD-ROM/WLEC Products	# of Pwds Cont. CD Users	Mn. Banded/ Base Rate	Per User/ Cone. User Rate	Other	Total Monthly WestlawPRO/CD/ WLEC Charges
Notes:						

Total Charges \$

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

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

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

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

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

**West LegalEdcenter Online Features and Services:**

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

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

Additional Non-WestPack Print Products					
Full Svc #	Non-WestPack Print Products	Quantity	List Charges	Other	Charges
Notes:					

Total Charges \$

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

amounts under this Order Form, is paid in full.

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

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

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

	<b>Online Products to be Lapsed</b>	
<b>Foll Svc #</b>	<b>Online Products</b>	<b># of Passwords</b>
40583982	WLCustom PRO LVL GOV SEL 12-14	Convert to New Sub

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

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

**AUTHORIZED REPRESENTATIVE FOR ORDER FORM**

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

Title \_\_\_\_\_

Date \_\_\_\_\_

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

For Credit Card Transactions only:

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

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

<b>Westlaw Government Select Modules Addendum</b> <b>PROGRAM ID : CPRO</b>
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Date 07/21/08

Account Name DOWNERS GROVE VILLAGE CORP COUNSEL CIVIC CENTER

Account Number 1000751354

Subscriber's Initials for Modules elected by Subscriber \_\_\_\_\_

*Please enter the state designation for each applicable Core and State-Specific module specified*



<p><b>Core(s)</b></p> <p><input checked="" type="checkbox"/> Westlaw Select State Core: <u>IL</u></p> <p><input type="checkbox"/> Regulatory Core</p> <p><input type="checkbox"/> Federal Primary Core</p> <p><b>State Specific Modules</b></p> <p><input type="checkbox"/> ___ Administrative</p> <p><input checked="" type="checkbox"/> <u>IL</u> Analytical</p> <p><input type="checkbox"/> ___ Business Law</p> <p><input type="checkbox"/> ___ Construction Law</p> <p><input type="checkbox"/> ___ Criminal</p> <p><input type="checkbox"/> ___ eForms: Courts and Agencies</p> <p><input type="checkbox"/> ___ Employment Law</p> <p><input type="checkbox"/> ___ Environmental Law</p> <p><input type="checkbox"/> ___ Estate Planning</p> <p><input type="checkbox"/> ___ Family Law</p> <p><input type="checkbox"/> ___ Family Law with Public Records</p> <p><input type="checkbox"/> ___ Federal Materials</p> <p><input type="checkbox"/> ___ Forms</p> <p><input checked="" type="checkbox"/> <u>IL</u> Graphical Bundle</p> <p><input type="checkbox"/> ___ Jurisprudence</p> <p><input type="checkbox"/> ___ Jury Instructions</p> <p><input type="checkbox"/> ___ Legislative History</p> <p><input type="checkbox"/> ___ Litigation Basics</p> <p><input checked="" type="checkbox"/> <u>IL</u> Municipal Law</p> <p><input type="checkbox"/> ___ Municipal Law Advisor</p> <p><input type="checkbox"/> ___ Pleadings, Motions &amp; Memoranda</p> <p><input type="checkbox"/> ___ Practice Series</p> <p><input type="checkbox"/> ___ Real Property</p> <p><input type="checkbox"/> ___ State Court Dockets</p> <p><input type="checkbox"/> ___ State Court Documents</p> <p><input checked="" type="checkbox"/> <u>IL</u> Supreme Court and Appellate Court Briefs</p> <p><input type="checkbox"/> Additional State Primary Law Module: _____</p> <p><b>National and Topical Modules</b></p> <p><input type="checkbox"/> 50 State Statutes Survey</p> <p><input type="checkbox"/> Advanced Employment Practice</p> <p><input type="checkbox"/> Advanced Managing Outside Counsel</p> <p><input type="checkbox"/> All Analytical</p> <p><input type="checkbox"/> All Briefs</p> <p><input type="checkbox"/> All Federal Cases</p> <p><input type="checkbox"/> All Forms</p> <p><input type="checkbox"/> All News</p> <p><input checked="" type="checkbox"/> All Primary Law</p> <p><input type="checkbox"/> All State Cases</p>	<p><b>National and Topical Modules (Continued)</b></p> <p><input type="checkbox"/> All State Primary Law</p> <p><input type="checkbox"/> American Jurisprudence (AMJUR)</p> <p><input type="checkbox"/> American Jurisprudence Legal Forms</p> <p><input type="checkbox"/> American Law Reports (ALR)</p> <p><input type="checkbox"/> Bill &amp; Regulatory Tracking</p> <p><input type="checkbox"/> Case Evaluator</p> <p><input type="checkbox"/> Corporate Forms</p> <p><input type="checkbox"/> Corpus Juris Secundum (CJS)</p> <p><input type="checkbox"/> Criminal Litigation Specialist</p> <p><input type="checkbox"/> Criminal Records</p> <p><input type="checkbox"/> Employment Coordinator</p> <p><input type="checkbox"/> Environmental Law-Analytical</p> <p><input type="checkbox"/> Expert Testimony</p> <p><input type="checkbox"/> Federal Primary Law</p> <p><input type="checkbox"/> Graphical Statutes</p> <p><input type="checkbox"/> Health Care</p> <p><input checked="" type="checkbox"/> Law Reviews and Journals</p> <p><input type="checkbox"/> Legislative History-Federal &amp; All State</p> <p><input type="checkbox"/> National Criminal Analytical</p> <p><input type="checkbox"/> National Criminal Pleadings, Motions &amp; Memoranda</p> <p><input type="checkbox"/> National Criminal Trial Court Orders</p> <p><input type="checkbox"/> National Public Records</p> <p><input type="checkbox"/> Norton Bankruptcy Law</p> <p><input type="checkbox"/> PastStat Locator</p> <p><input type="checkbox"/> Real Property</p> <p><input type="checkbox"/> Real Property Construction</p> <p><input type="checkbox"/> RegulationsPlus</p> <p><input type="checkbox"/> ResultsPlus</p> <p><input type="checkbox"/> ResultsPlus Premium</p> <p><input type="checkbox"/> US News</p> <p><input type="checkbox"/> _____</p> <p><input checked="" type="checkbox"/> WEST LEGAL ED CENTER</p> <p><input checked="" type="checkbox"/> WL PRO COMBINED JURY VERDICTS</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p>
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## West LegalEdcenter® Subscriber Agreement

West LegalEdcenter

AGREEMENT entered into between (Subscriber), as defined on the West LegalEdcenter Order Form ("Order Form") and West, a Thomson business ("West") regarding West LegalEdcenter, its online continuing legal education service, as follows:

### 1. License.

a. Grant. Subscriber is granted a non-exclusive, non-transferable, limited license to access and use West LegalEdcenter. West LegalEdcenter consists of various West-owned and third party databases, services, functions and "Content", as defined herein (collectively "Features") which may change from time to time. Access to certain Features may be restricted. Subscriber is also licensed to access and use "Content" (as defined herein) made available on West LegalEdcenter for educational purposes and in the regular course of legal and other research and related work. "Content" includes both text-based and multi-media (streaming audio and/or video) content. Subscriber is licensed to download one copy of text-based Content on any single computer for Subscriber's personal, noncommercial use, as long as all copyright and other proprietary notices remain intact and are prominently displayed, and, Subscriber may download and store the text-based Content ("Downloaded Content") to a storage device under Subscriber's exclusive control solely (i) to display internally such Downloaded Content (ii) to print out such Downloaded Content only for internal use and (iii) to quote and excerpt from such Downloaded Content (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work. With respect to multi-media Content, Subscriber is licensed to present audibly and/or visibly the audio and/or video signal on any single computer contemporaneous with the transmission of the multi-media Content from West LegalEdcenter and only for each individual West LegalEdcenter user who is registered to access and use Content; and, Subscriber may not download or store the multi-media Content.

b. Limitations. Subscriber may not sublicense, transfer or otherwise make available any Content to any third party for commercial purposes or financial gain or use Content in any other media or in any other location. Subscriber may not alter or modify Content in any way. Subscriber may not copy, download, scrape, store, publish, transmit, retransmit, distribute, broadcast, circulate, transfer, sell, resale, republish, upload, distribute or otherwise use Content, or any portion of Content, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with West's prior written permission, or (iii) if not expressly prohibited by this Agreement, as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Subscriber shall not sell, license or distribute Content (including printouts and Downloaded Content) to third parties or use Content as a component of or as a basis for any material offered for sale, license or distribution.

c. Rights in Content. Except for the license granted in this Agreement, all rights, title and interest in Content, in all languages, formats and media throughout the world, including all copyrights and trademarks, are and will continue to be the exclusive property of West and other contributors ("Contributors"). Unless otherwise noted, all materials, including images, illustrations, designs, icons, photographs, audio/video clips, and written and other materials that are part of West LegalEdcenter, are copyrights, trademarks, trade dress and/or other intellectual properties owned, controlled or licensed by West.

### 2. Use of West LegalEdcenter Content

Under no circumstances is West providing legal advice via West LegalEdcenter. West LegalEdcenter provides information of a legal nature and is designed for educational and research purposes only. West does not endorse any of the viewpoints contained in any seminar, case or material expressed in or accompanying a seminar. Such viewpoints are solely those of the relevant Contributors and/or the faculty. West takes no responsibility for the timeliness of the information presented in the seminars on West LegalEdcenter. The primary source materials included on West LegalEdcenter are included only for the reference of the West LegalEdcenter user. West takes no responsibility for the accuracy of the information related to continuing legal education ("CLE") requirements in any jurisdiction. Such information is provided only for the convenience of the West LegalEdcenter user. Such CLE requirements information is subject to change without notice, and each user should consult his or her local bar association or continuing legal education board for up-to-date information.

### 3. Westlaw

All usage of Westlaw as a result of linkage from West LegalEdcenter is governed by the terms and conditions of the Westlaw Subscriber Agreement in effect between Subscriber and West. Subscriber is responsible for all Westlaw charges generated when linking from West LegalEdcenter.

### 4. Subscriber Privacy and Information

a. Password. Subscriber's account with West LegalEdcenter is password-protected so that only Subscriber can access it.

b. Subscriber Information. Subscriber provides personal information collected through West LegalEdcenter on a voluntary basis through a visible means of data entry or by collecting information using a West LegalEdcenter Registration Form. West LegalEdcenter employs secure sockets layer (SSL) server software to prevent unauthorized access to the information Subscriber submits when purchasing Content and when accessing certain account information of Subscriber. Upon request, West LegalEdcenter will (a) remove Subscriber information from West's internal systems (with the exception of sales and usage information for business record keeping); (b) correct personal information that Subscriber states is erroneous; or (c) permit Subscriber to "opt out" of further e-mail contact (except notification of major changes to the service) while still allowing Subscriber to access West LegalEdcenter. West is obligated to provide the

names and attorney identification numbers and contact information of individual West LegalEdcenter users who view CLE programming to the Contributors and to some state accreditation agencies for their use. West may use and distribute statistics that do not include personally identifiable information that show users' interests and preferences, products sold, traffic patterns and related West LegalEdcenter information to a reputable third party. Personal data provided by Subscriber is delivered electronically to West servers located in the United States.

c. IP Logging. West LegalEdcenter logs IP addresses for systems administration and troubleshooting purposes. Subscriber's IP address indicates the location of Subscriber's computer on the Internet. West LegalEdcenter may also gather anonymous information that may be used by West or shared with third parties. This information does not personally identify Subscriber, but may be helpful in improving the services offered. Generally this information is collected through traffic data and may entail the use of cookies, IP addresses, or other numeric codes used to identify a computer. Cookies give West LegalEdcenter users special, random IDs that are small text files, which are stored on the hard drive of a user's computer. West LegalEdcenter employs cookies to recognize Subscriber and Subscriber's access privileges for certain locations on the West LegalEdcenter sites as well as to track site usage. Subscriber can set Subscriber's browser to refuse all cookies or to indicate when a cookie is being sent. Subscribers who do not accept cookies from West LegalEdcenter cannot access some areas of West LegalEdcenter. West may, in its sole discretion, perform statistical analysis of the collective characteristics and behavior of West LegalEdcenter users to measure interests in the various areas of West LegalEdcenter (for product development and other business development purposes).

d. Third-Party Web Sites. Subscriber should be aware that when Subscriber is accessing West LegalEdcenter, Subscriber could be directed, by selecting links, to other Web sites that are beyond the control of West LegalEdcenter. There may be links to other Web sites from West LegalEdcenter pages that take Subscriber outside of West services. These other Web sites may send their own cookies to West LegalEdcenter users, collect and track data, or solicit personal information. West LegalEdcenter does not endorse the content found on such third-party Web sites. Subscriber assumes sole responsibility for Subscriber's use of third-party links and pointers.

e. Discussion Forums and Messages. If Subscriber participates in any discussions on West LegalEdcenter, Subscriber agrees not to use any language that is threatening, abusive, vulgar, discourteous or criminal. Subscriber also agrees not to post or transmit information or materials that would violate the rights of a third party, including but not limited to copyrights, or which would contain a virus or other harmful component. Whenever Subscriber gives out information online including, the posting of a message to a discussion group, such information can be collected and used by people Subscriber does not know. West LegalEdcenter cannot control the acts of users who use the interactive features of West LegalEdcenter. Subscriber provides personal information, such as name, e-mail address, mailing address, and phone number during such use at Subscriber's own risk, as they may be used by other parties outside of West LegalEdcenter for unsolicited e-mail or other contact. By publishing, uploading or submitting any materials to West LegalEdcenter, including messages posted in West LegalEdcenter discussion groups or chat rooms, Subscriber automatically grants (or warrants that the owner of such rights has expressly granted) West a perpetual, royalty-free, irrevocable, nonexclusive right and license (with the right to grant sublicenses) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute such materials, incorporate such material and otherwise exploit all data or information Subscriber publishes on West LegalEdcenter into any form, medium or technology, now known or later developed. Subscriber further agrees that all such communications Subscriber makes to West LegalEdcenter shall not be deemed confidential. Subscriber shall remain solely responsible for the content of Subscriber's messages, regardless of the content of such messages. By Subscriber's acceptance of these terms and conditions Subscriber agrees to waive all recourse against West for any alleged or actual infringement or misappropriation of any proprietary or confidential publications or communications to West LegalEdcenter.

### f. Use of Subscriber Data by West.

West does not monitor, edit, or disclose the contents of any e-mail or other communication with West LegalEdcenter unless required in the course of normal maintenance or operation of West LegalEdcenter and its systems or unless required to do so by law or in the good faith belief that such action is necessary to (a) comply with the law or comply with legal process served on West; or (b) protect or defend the rights or property of West. West cannot guarantee the security of any information Subscriber discloses online, and Subscriber does so at Subscriber's own risk.

5. Charges. Charges payable by Subscriber for access to West LegalEdcenter ("West LegalEdcenter Charges") will be as stated in the West LegalEdcenter Order Form, on westlegaledcenter.com or as otherwise agreed upon in writing by the parties. West LegalEdcenter Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online. Charges are exclusive of sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days of receipt. If full payment is not made, Subscriber may be charged up to the maximum legal interest on any unpaid balance.



6. westlegaledcenter.com,

westlegaledcenter.com is an Internet-based service that provides access to West LegalEdcenter. West grants Subscriber a non-exclusive, non-transferable, limited license to use westlegaledcenter.com (including all versions and updates). Subscriber may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of westlegaledcenter.com nor may Subscriber reproduce all or any portion of the components of westlegaledcenter.com. Subscriber may use Content cached in Subscriber's local disk drive solely in support of its use of westlegaledcenter.com. Certain software used by Subscriber may not be capable of supporting westlegaledcenter.com. The performance of westlegaledcenter.com varies with the manufacturers' equipment and networking (including without limitation the Internet and the World Wide Web) with which it is used.

7. Disclaimer of Warranties and Limitation of Liability.

West and its Contributors do not warrant that access to West LegalEdcenter will be uninterrupted or error free. The availability of Content depends on many factors, including West's connection to the Internet, Subscriber's connection to the Internet, the availability of the Internet and the Internet backbone, and equipment. Subscriber assumes the entire risk as to the quality and performance of West LegalEdcenter and the accuracy or completeness of any information about state CLE requirements. West makes no representation that Content on West LegalEdcenter is appropriate or authorized for use in all countries, states, provinces, counties, or any other jurisdiction.

WEST LEGALEDCENTER DOES NOT IN ANY WAY OPERATE, CONTROL OR ENDORSE ANY PRODUCTS, SERVICES OR CONTENT APPEARING ON WEST LEGALEDCENTER FROM WEST'S CONTRIBUTORS. SUBSCRIBER UNDERSTANDS AND AGREES THAT WEST DOES NOT WARRANT OR GUARANTEE THAT CONTENT OF ANY KIND OR FROM ANY SOURCE AVAILABLE FOR DOWNLOADING THROUGH WEST LEGALEDCENTER WILL BE FREE OF INFECTION, VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE OR DEFECTS THAT MAY MANIFEST HARMFUL AND DESTRUCTIVE PROPERTIES. FURTHERMORE, WEST DOES NOT WARRANT THAT THE FEATURES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT WESTLEGALEDCENTER.COM OR THE SERVER(S) THAT MAKES WEST LEGALEDCENTER AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WEST LEGALEDCENTER AND CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS, CORRECTNESS, RELIABILITY AND DELAYS. SUBSCRIBER SHALL BEAR THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. THE CLE CREDIT TRACKING SECTION OF WEST LEGALEDCENTER MAY CONTAIN INFORMATION SUBSCRIBER HAS PROVIDED TO WEST LEGALEDCENTER REGARDING CLE COURSES THAT ARE EXTERNAL TO WEST LEGALEDCENTER. ALTHOUGH WEST LEGALEDCENTER WILL MAINTAIN A RECORD OF THIS INFORMATION, WEST LEGALEDCENTER IS NOT RESPONSIBLE FOR CONFIRMING WHETHER AN EXTERNAL COURSE ATTENDED BY ANY WEST LEGALEDCENTER USER WAS ACTUALLY ACCREDITED FOR CONTINUING LEGAL EDUCATION IN ANY JURISDICTION OR WHETHER THAT USER IN FACT EARNED THOSE CREDITS. WEST IS NOT LIABLE FOR ANY MISINFORMATION, OMISSION OR MISSTATEMENT ARISING FROM THE CREDITS RECORDED AND MAINTAINED IN THE CREDIT TRACKING SECTION. UNDER NO CIRCUMSTANCES SHALL WEST BE LIABLE TO SUBSCRIBER AND/OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION, ARISING FROM THE USE OF WEST LEGALEDCENTER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, CONTENT ON WEST LEGALEDCENTER, EVEN IF WEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WEST'S TOTAL LIABILITY TO SUBSCRIBER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, OR OTHERWISE) EXCEED THE AMOUNT PAID BY SUBSCRIBER, IF ANY, FOR ACCESSING THE WEST LEGALEDCENTER.

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

9. Limitation of Claims. Except for claims relating to West LegalEdcenter Charges or improper use of West LegalEdcenter, Features, Content or westlegaledcenter.com, no claim, regardless of form, which in any way arises out of this Agreement, may be made, such claim brought, under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

10. Term and Termination. This Agreement will become effective upon approval and acceptance by West in St. Paul, Minnesota, and will continue in force until terminated by

either party upon at least 30 days prior written notice of termination to the other party. West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties. Subscriber may terminate this Agreement immediately upon giving written notice of termination to West after receiving notice of an amendment (as permitted under paragraph 11) which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber or either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

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

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

13. Notices. Except as otherwise provided herein, all notices must be in writing to West at 810 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.

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

Subscriber

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Date 07/21/08 \_\_\_\_\_

Firm Name Downer Grove Legal \_\_\_\_\_

Address 801 BURLINGTON AVE \_\_\_\_\_

DOWNERS GROVE, IL 60515-4782 \_\_\_\_\_

Contact \_\_\_\_\_

Telephone \_\_\_\_\_

Sales Representative Mike Bernsten \_\_\_\_\_



**WEST ORDER FORM FOR WESTPACK PRODUCTS**

610 Opperman Drive  
 St. Paul, MN 55164-1803  
 Tel: 651/687-8000

**THOMSON**



Check West account status below as applicable:

Rep Name & Number **MIKE BERNTSEN, 94857**

New  (NACI Form attached)

Existing with Increase Credit Limit  (NACI Form attached)

Existing with no changes

Existing with changes  (Permanent name change must attach a Customer Name Change Form)

Acct # **1000751354** PO # \_\_\_\_\_ Date **Jul-21-2008**

Name/Subscriber **DOWNERS GROVE VILLAGE CORP COUNSEL CIVIC CENTER** Bill To Acct # **1000751354**

Order Confirmation Contact Name \_\_\_\_\_

E-Mail \_\_\_\_\_

Westlaw Password Contact Name (for password delivery) \_\_\_\_\_

E-Mail \_\_\_\_\_

\*\*\*REQUIRED\*\*\*

Permanent Address Change  One-Time Ship To  Additional Ship To  Additional Bill To

Name \_\_\_\_\_ Attn: \_\_\_\_\_

Address \_\_\_\_\_ Suite/Floor \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_

IF NEEDED

**WestPack WestlawPRO Products**

WestPack Promotion Code: **WPK3**

Full Svc #	WestlawPRO Products	# of Passwords/ FTEs/Students	Monthly Banded/ Base Rate	Per User Rate	Other	Total Monthly WestlawPRO Charges
40584054	Illinois Government Select 16 points	Up to 6	1336.00		30%	\$935.20

Notes:

Total Monthly Charges \$

**\$935.20**

**WestPack Print and CD-ROM Products**

-Quantity of WestPack Titles-

Full Svc #	WestPack Print and CD-ROM Products	New *	Existing **	List/CD-ROM Charges	Other	Total List/CD- ROM Charges
15274868	CIV RIGHTS & LIB LITIG SUB		1		50%	
21035963	FED LABOR LAWS PAM SUB		1		50%	
18458382	IL COURT RULES STATE & FED PAM SUB		1		50%	
40073150	IL SESSION LAWS BV SUB		1		50%	
<b>The below subscriptions to be discounted are from account # 1000402244</b>						
11623888	IL PR V9 CIV TRIAL PROC SUB		1		50%	
16709008	IL VEHICLE CODE PAM SUB		1		50%	
21023744	IL PR 3and 4		1		50%	
17373798	IL PR V4A CIV LITIG GD SUB		1		50%	
17730887	IL PR V10 CIV DISCOVERY SUB		1		50%	

† Total Charges

**0.00**

† Total Charges includes charges from attached page 2, if applicable.

\* This is a new title for Subscriber or Subscriber maintains an existing subscription to this WestPack title and desires additional copy(ies) - ship and enter subscription(s) for the requested title.

\*\* Subscriber maintains existing subscription(s) to this WestPack title - do not ship.

Monthly WestlawPRO Charges and CD-ROM Charges are billed on the date West processes Subscriber's order and continue for the minimum term elected by Subscriber with his/her initials below ("Minimum Term"). If Subscriber agrees to commit to a longer Minimum Term of 24 months or 36 months, any increases in Subscriber's Monthly WestlawPRO Charges will be billed as set forth herein. Subscriber also agrees to maintain all subscriptions to the WestPack print products (new and/or existing as set forth above) during the Minimum Term and the charges for Subscriber's WestPack print products (both initial print charges ("Initial WestPack Charges") and print and CD-ROM subscription services charges including CD-ROM Charges ("WestPack Subscription Charges")) shall be billed as set forth herein. Upon conclusion of the Minimum Term, Monthly WestlawPRO Charges, CD-ROM Charges and WestPack Subscription Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

Subscriber's Initials for 12, 24 or 36 Month Minimum Term

12 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 20% WestPack Print and CD-ROM Product discount (new and existing) - Monthly WestlawPRO Charges for second 12 months not to increase by more than % over Monthly WestlawPRO Charges for initial 12 months.

24 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 30% WestPack Print and CD-ROM Product discount (new and existing) - Monthly WestlawPRO Charges for second 12 months not to increase by more than % over Monthly WestlawPRO Charges for initial 12 months and Monthly WestlawPRO Charges for third 12 months not to increase by more than % over Monthly WestlawPRO Charges for second 12 months.

36 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 50% WestPack Print and CD-ROM Product discount (new and existing) - Monthly WestlawPRO Charges for second 12 months not to increase by more than % over Monthly WestlawPRO Charges for initial 12 months and Monthly WestlawPRO Charges for third 12 months not to increase by more than % over Monthly WestlawPRO Charges for second 12 months.

Subscriber's Initials 3 attorneys or corporate users are employed by Subscriber at the location identified above. If West learns that the number of Subscriber's affiliated attorneys exceeds this number, West reserves the right to increase Subscriber's Monthly WestlawPRO Charges as applicable.

Internal Corporate Use Only BND

Technical Contact for Westlaw Patron Access and Campus Research

Name (please print): Current Acct #

Telephone: E-Mail Address

Subscriber's Initials terminals will be used for Patron Access (not required for Campus Research).

Table with columns: WestlawPRO Products, WestlawPRO Renewals, Current Monthly WestlawPRO Charges

Notes:

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

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

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

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

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

Table with columns: Last Name, First Name, M.I., Atty, Lib, Para, Other, Product(s)

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

Authorized QuickView+ Password Holder Password Authorized Acct. #

Additional Non-WestPack WestlawPRO, CD-ROM and West LegalEdcenter Products						
Full Svc #	Non-WestPack WestlawPRO/ CD-ROM/WLEC Products	# of Pwds Conc. CD Users	Mn. Banded/ Base Rate	Per User/Conc. User Rate	Other	Total Monthly WestlawPRO/CD/WLEC Charges

Notes:

**Total Charges \$**

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

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

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

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

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

**West LegalEdcenter Online Features and Services:**

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

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

Additional Non-WestPack Print Products					
Full Svc #	Non-WestPack Print Products	Quantity	List Charges	Other	Charges

Notes:

**Total Charges \$**

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

amounts under this Order Form, is paid in full.

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

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

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

Online Products to be Lapsed		
Full Svc #	Online Products	# of Passwords
40583982	WLCustom PRO LVL GOV SEL 12-14	Convert to New Sub

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

Signature 

Date \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE FOR ORDER FORM**

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

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature 

For Credit Card Transactions only:

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

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

<b>Westlaw Government Select Modules Addendum</b> <b>PROGRAM ID : CPRO</b>
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Date 07/21/08

Account Name DOWNERS GROVE VILLAGE CORP COUNSEL CIVIC CENTER

Account Number 1000751354

Subscriber's Initials for Modules elected by Subscriber \_\_\_\_\_

*Please enter the state designation for each applicable Core and State-Specific module specified*

**Cores**

Westlaw Select State Core: IL

Regulatory Core

Federal Primary Core

**State Specific Modules**

\_\_\_\_\_ Administrative

IL Analytical

\_\_\_\_\_ Business Law

\_\_\_\_\_ Construction Law

\_\_\_\_\_ Criminal

\_\_\_\_\_ eForms: Courts and Agencies

\_\_\_\_\_ Employment Law

\_\_\_\_\_ Environmental Law

\_\_\_\_\_ Estate Planning

\_\_\_\_\_ Family Law

\_\_\_\_\_ Family Law with Public Records

\_\_\_\_\_ Federal Materials

\_\_\_\_\_ Forms

IL Graphical Bundle

\_\_\_\_\_ Jurisprudence

\_\_\_\_\_ Jury Instructions

\_\_\_\_\_ Legislative History

\_\_\_\_\_ Litigation Basics

IL Municipal Law

\_\_\_\_\_ Municipal Law Advisor

\_\_\_\_\_ Pleadings, Motions & Memoranda

\_\_\_\_\_ Practice Series

\_\_\_\_\_ Real Property

\_\_\_\_\_ State Court Dockets

\_\_\_\_\_ State Court Documents

IL Supreme Court and Appellate Court Briefs

Additional State Primary Law Module: \_\_\_\_\_

**National and Topical Modules**

50 State Statutes Survey

Advanced Employment Practice

Advanced Managing Outside Counsel

All Analytical

All Briefs

All Federal Cases

All Forms

All News

All Primary Law

All State Cases

**National and Topical Modules (Continued)**

All State Primary Law

American Jurisprudence (AMJUR)

American Jurisprudence Legal Forms

American Law Reports (ALR)

Bill & Regulatory Tracking

Case Evaluator

Corporate Forms

Corpus Juris Secundum (CJS)

Criminal Litigation Specialist

Criminal Records

Employment Coordinator

Environmental Law-Analytical

Expert Testimony

Federal Primary Law

Graphical Statutes

Health Care

Law Reviews and Journals

Legislative History-Federal & All State

National Criminal Analytical

National Criminal Pleadings, Motions & Memoranda

National Criminal Trial Court Orders

National Public Records

Norton Bankruptcy Law

PastStat Locator

Real Property

Real Property Construction

RegulationsPlus

ResultsPlus

ResultsPlus Premium

US News

\_\_\_\_\_

WEST LEGAL ED CENTER

WL PRO COMBINED JURY VERDICTS

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## West LegalEdcenter® Subscriber Agreement

West LegalEdcenter

AGREEMENT entered into between "Subscriber", as defined on the West LegalEdcenter Order Form ("Order Form") and West, a Thomson business ("West") regarding West LegalEdcenter, its online continuing legal education service, as follows:

### 1. License.

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9. Limitation of Claims. Except for claims relating to West LegalEdcenter Charges or improper use of West LegalEdcenter, Features, Content or westlegaledcenter.com, no claim, regardless of form, which in any way arises out of this Agreement, may be made, such claim brought, under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

10. Term and Termination. This Agreement will become effective upon approval and acceptance by West in St. Paul, Minnesota, and will continue in force until terminated by

either party upon at least 30 days prior written notice of termination to the other party. West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties. Subscriber may terminate this Agreement immediately upon giving written notice of termination to West after receiving notice of an amendment (as permitted under paragraph 11) which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber or either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

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

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

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

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

Subscriber

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Date 07/21/08 \_\_\_\_\_

Firm Name Downer Grove Legal \_\_\_\_\_

Address 801 BURLINGTON AVE \_\_\_\_\_

DOWNERS GROVE, IL 60515-4782 \_\_\_\_\_

Contact \_\_\_\_\_

Telephone \_\_\_\_\_

Sales Representative Mike Bernsten \_\_\_\_\_

