

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
APRIL 19, 2011 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Resolution Authorizing Execution of an Agreement with Thomson 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 Thomson West for legal research, legal publications and legal education services. The amount of the agreement is paid in installments of \$722.70 per month (\$8,672.40 annually).

STRATEGIC PLAN ALIGNMENT

The Village goals for 2011-2018 include *Exceptional Municipal Organization*.

FISCAL IMPACT

The FY11 budget includes \$16,000 in the General Fund for this expense. The remaining funds are used for supplemental books and other legal publications. The renegotiation of this contract will save the Village approximately \$3,700 per year in Westlaw expenses.

RECOMMENDATION

Approval on the April 19, 2011 consent agenda.

BACKGROUND

Thomson 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 27 percent discount on WestLaw Services (online legal database) This package would also include access to continuing legal education classes that are now required of all attorneys.

ATTACHMENTS

Resolution
West Thomson 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



A Thomson Reuters business

Order Notification

Contact your representative mike.berntsen@thomsonreuters.com with any questions. Thank you.

Order ID: **188523**

Subscriber Information

Account Address:

Account #: **1000751354**
DOWNERS GROVE VILLAGE
CORP COUNSEL
CIVIC CENTER
801 BURLINGTON AVE
DOWNERS GROVE, IL 60515
US
6304345525

Shipping Address:

Account #: **1000751354**
DOWNERS GROVE VILLAGE
CORP COUNSEL
CIVIC CENTER
801 BURLINGTON AVE
DOWNERS GROVE, IL 60515
US
6304345525

Billing Address:

Account #: **1000751354**
DOWNERS GROVE VILLAGE
CORP COUNSEL
CIVIC CENTER
801 BURLINGTON AVE
DOWNERS GROVE, IL 60515
US
6304345525

Payment and Shipping Information

Payment Method:

Payment Method: **WestAccount**
Account Number: **1000751354**

Shipping Information:

Shipping Method: **FREE Ground Shipping - U.S. Only**

Additional Information

Created By: **0094857**
Order Source: **27**
Revenue Channel: **01**
Order Date: **3/18/2011 9:14:22 AM**
P.O. Number:
Additional Data B: **3**

Order Contact Information

First Name	Last Name	Email Address	Contact Description	Contact Number
Beth	Janicki-Clark	bclark@downers.us	Order Confirmation Contact	28

Internal Comments

- OF Ver: <https://ordermation.west.thomson.com/esigs/ofversion.aspx?ordergroupid=c1500d84-26a0-405c-aa37-2d66f4409a6d>
- Worksheet: <https://ordermation.west.thomson.com/esigs/of.aspx?ordergroupid=5d0e8a62-079f-4d81-886f-a1349d6f9b0b>

New Products - WestlawPRO/CD/WLEC/Other

Qty	Product	Material ID
1	Government Select Level 1 States (WestlawPRO®)	40584052

Modules to include in Custom PRO:

Material ID	Description
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40043708	Illinois Core (Module)
40443518	All Primary Law (Module)
40640696	Illinois Graphical Statutes Bundle (Module)
40456961	Illinois Municipal Law (Module)
40519199	West LegalEdcenter® (Module)

Monthly WestlawPRO Charges, CD-ROM Charges and West LegalEdcenter Charges, are billed on the date West processes Subscriber's order and continue for a minimum of 12 months ("Minimum Term"). Upon conclusion of the Minimum Term, CD-ROM Charges are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges will be billed as set forth herein.

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 **5%** 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 **5%** over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months.

Upon conclusion of the WestlawPRO Minimum Term, including West LegalEdcenter product(s) that are part of a WestlawPRO Select, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly WestlawPRO Charges for the Renewal Term will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly WestlawPRO Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement. Upon conclusion of the West LegalEdcenter Minimum Term, as applicable solely to West LegalEdcenter product(s) that are not part of a WestlawPRO Select, West LegalEdcenter Charges are billed thereafter at up to then-current rates.

GOVERNMENT CUSTOMERS ONLY:

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. After the Minimum Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

3 attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users, students and Personnel if ordering Paralegal Plans or terminals (used for Patron Access and Correctional Facility Products) at the location identified above (for WestlawPRO, CD-ROM case law orders and/or West LegalEdcenter Charges). If West learns that the actual number exceeds this number, West reserves the right to increase Subscriber Monthly Charges as applicable.

User	End Date	Position	Email
Janicki Clark, Beth		ATTORNEY	
Kuchynka, Carol		PARALEGAL	
Petra, Enzal		ATTORNEY	

Order Subtotal:	N/A
* Estimated Tax:	TBD
Order Total:	\$0.00
Products Under 36 month contract term:	\$722.70
** Billed Monthly Total:	\$722.70

* Sales tax for your order will reflect applicable state and local taxes and will be finalized upon shipment. In accordance with applicable laws, tax will be applied to products and shipping. Actual tax may vary slightly from that shown above.

*Free shipping is not applicable to print orders that will be shipped from affiliates of Thomson Reuters that are located outside of the United States, its territories and possessions. For such products, transportation and handling charges (FOB origin) will be added.

** First full month billing will be invoiced at the monthly billed detail set forth above. Pricing is subject to the price increase pursuant to the terms and conditions set forth in agreement.

Lapse Subscriptions		
Active Subscriptions to Lapse	Contract Number	Material ID
IL MUNICIPAL PRACTITIONER CORE	0114604923	40456910
CUSTOM PRO WLEC MODULE	0114604924	40519198
COMBINED JURY VERDICTS	0114604925	40561725
ILLINOIS GRAPHICAL STATUTES BUNDLE	0114604926	40640695
WESTLAWPRO WITH KEYCITE ALL - IL	0114604920	40043517
WL PRO ILLINOIS APPELLATE COURT BRIEFS	0114604921	40331147
GOVERNMENT GC ALL PRIMARY LAW MODULE	0114604922	40443517
WESTLAW SELECT	0114604927	40583983
WESTLAW LAW REVIEWS & JOURNALS	0114604919	30302837
WESTLAW ANALYTICAL LIBRARY - IL	0114604917	30302576

Subscription Service, Passwords and West km Software. Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers licensing only LiveNote/Case NoteBook/Timeline/Publisher Software will not be issued Westlaw passwords. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all Subscriber's authorized Users.

General Provisions. This Order Form is subject to approval by West, a Thomson Reuters business ("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 unmatured installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is nontransferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

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

Additional Contract Information

NON-AVAILABILITY OF FUNDS FOR WestlawPRO GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).

If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to provide for the continuation of the Subscriber Agreement and the Order Form, or if a lawful order issued in or for any fiscal year during the Minimum Term of the Subscriber Agreement and the Order Form reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out herein, the Subscriber Agreement and the Order Form shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to Subscriber. Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated or authorized to continue the Subscriber Agreement and the Order Form, and provide West notice not less than thirty (30) days prior to the date of cancellation.

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 188523

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. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this order, 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 of Authorized Representative for order

Title

Printed Name

Date

Subscriber Agreement for Westlaw® and CD-ROM Libraries



AGREEMENT entered into between "Subscriber" as set forth on the West order form ("Order Form") and West, a Thomson Reuters business ("West"), regarding Westlaw and/or CD-ROM Libraries, as follows:

1. **Westlaw and CD-ROM Libraries.** Subscriber may subscribe to Westlaw, West's online legal research service, via certain packaged Westlaw Schedule A price plans, and/or CD-ROM Libraries ("Libraries") by submitting a then-current Order Form. All references herein to CD-ROM, CD-ROM Libraries or Libraries shall also include the DVD-ROM format/media. All Library subscriptions shall include access to Westlaw. Westlaw and CD-ROM Libraries are licensed to Subscriber subject to the terms and conditions of this Agreement, the Order Form, the applicable Schedule A or as otherwise agreed by the parties in writing. This Agreement supplements but does not supersede any Westlaw Subscriber Agreement in effect between Subscriber and West as of the effective date of this Agreement ("Existing Westlaw Agreement").

2. License.

(a) **Grant.** Subscriber is granted a non-exclusive, non-transferable, limited license to access Westlaw and the CD-ROM Library(ies) to which Subscriber subscribes. Such license includes the right to access data made available through Westlaw ("Westlaw Data") and data contained in the CD-ROM Library(ies) ("CD-ROM Data," collectively "Data" which includes "Downloaded Data" as defined below). Subscriber may use the Data internally solely in the regular course of legal and other research and related work. Except as otherwise provided, the license includes the right to download and temporarily store insubstantial portions of Data ("Downloaded Data") to a storage device under Subscriber's exclusive control solely (i) to display internally such Downloaded Data and (ii) to quote and excerpt such Downloaded Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work product created by Subscriber in the regular course of its research and work. Subscriber may also create printouts of Data for internal use and for distribution to third parties for purposes that are consistent with the terms and conditions of this Agreement if such third parties agree not to further distribute the printouts.

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

(c) **Westlaw.** Westlaw consists of various West-owned and third party content, services, functions and remotely-accessed gateways (collectively "Features"), which may change from time to time. Access to certain Features may be restricted. Certain Features are licensed subject to paragraphs 3, 6 and 7, which take precedence over the license granted in this paragraph, or additional terms ("Additional Terms"), which apply to certain third-party Features and may be different from those set forth in this Agreement. Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online. Additional Terms may be modified effective upon West giving Subscriber notice (in writing or online) of the modification. By using Features governed by Additional Terms, Subscriber agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement. Subscriber may, on an occasional basis and via Westlaw functionality, direct West to transmit individual documents in electronic format to internal user(s) or transmit West-proprietary documents (i.e. documents not licensed by West from third-parties) to internal user(s) or to a third party who is an individual if such third party agrees not to further disseminate such documents. Subscriber acknowledges its responsibility in assuring compliance with the foregoing by any third party to whom Subscriber transmits documents pursuant to the preceding sentence. Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms of paragraph 3 herein.

(d) **CD-ROM Libraries.** Each Library is licensed for use at a single Subscriber office location ("Site"). In addition, Subscriber's personnel who work at or are assigned to a licensed Site may access the Libraries by remote dial-in access to the Site or off-Site on stand-alone PCs. Each Library is licensed for use on stand-alone PCs or on a single local area network ("LAN") installed at a licensed Site that is electronically linked and capable of sharing the use of one or more CD-ROMs. The Order Form will indicate the number of concurrent users authorized to access each Library licensed for use on a LAN. Each such Library will be licensed with a proprietary control file, which Subscriber may install only on the single LAN. Subscriber may transfer the CD-ROM Data contained in the Library to a single storage drive under Subscriber's exclusive control and to maintain such CD-ROM Data as a searchable CD-ROM Software (as defined herein) compatible database subject to the terms and conditions of this Agreement. Subscriber may also use, only at the Site, West-proprietary Data available as part of a Library as set forth in paragraph 3. Access to

Data through wide area networks, multiple LANs, multiple sites or similar arrangements is strictly prohibited.

(e) **Rights in Data.** Except for the license granted in this Agreement, all right, title and interest in the Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors ("Contributors"). The CD-ROM Data architecture, including the format, layout and data structures, are proprietary. Subscriber may not reverse engineer or otherwise attempt to discern such proprietary architecture. The CD-ROMs and West Software, as defined herein, are and will remain the exclusive property of West, its affiliates and software owners.

3. **West Proprietary Data.** West grants a non-exclusive, non-transferable, limited license to individual users within Subscriber entities to store and use West-proprietary Downloaded Westlaw Data and CD-ROM Data (i.e., documents not licensed by West from third parties) in a searchable database maintained in connection with an ongoing project of the user ("Project Database"). Such database must consist preponderantly of users' work product with access limited to those internal users actively working on the project. The West-proprietary Downloaded Data may be maintained in the Project Database so long as the project remains active or until any termination of this Agreement, whichever occurs first. Retention of Downloaded Data in a Project Database after the project ends, in an archival database as used as a research tool or in a database accessible to external users is prohibited. West further grants to Subscriber a limited, non-exclusive, non-transferable license to include West-proprietary Downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such West-proprietary Downloaded Data in connection with or as part of a brief is limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. Any further distribution is prohibited without written permission of West. West-proprietary Downloaded Data included in such briefs must retain West copyright notices and indicate that use of, distribution and dissemination to the permitted parties is with the permission of West.

4. West Software and Internet Based Services.

(a) **West Software.** West may make available to Subscriber, on a subscription basis, software for use in connection with Westlaw ("Westlaw Software") or to access third party gateway services and certain Westlaw Features not available when accessing Westlaw with CD-ROM software ("CD-ROM Software") including, but not limited to PREMISE®, LawDesk and Folio® used to access the Libraries). Subscriber hereby subscribes to Westlaw Software and CD-ROM Software (collectively "West Software") and updates and accompanying documentation as indicated on the Order Form. West Software will be licensed under a license agreement, which will accompany the West Software. By using the West Software (including each update) 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 West Software in its possession or control.

(b) **Internet Based Services.** Westlaw may be accessed by Internet based services such as westlaw.com and next.westlaw.com ("Internet Based Services"). West grants Subscriber a non-exclusive, non-transferable, limited license to use Internet Based Services (including all versions and updates). Subscriber may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of Internet Based Services, nor may Subscriber reproduce all or any portion of the components of Internet Based Services. Subscriber may use Westlaw Data cached in Subscriber's local disk drive solely in support of its use of 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.

5. **Charges and Modification of Charges.** Charges payable for access to Westlaw ("Westlaw Charges") will be as stated on the Order Form and the applicable Schedule A or as otherwise agreed upon in writing by the parties. Westlaw Charges shall commence on the date Subscriber first accesses Westlaw or any Feature or as otherwise stated on the Schedule A or Order Form. Westlaw Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online or pursuant to the terms stated on the Order Form (for the Monthly WestlawPRO Charges associated with the WestlawPRO products elected by Subscriber on the Order Form). The charges currently payable by Subscriber for each Library are as set forth on the Order Form ("CD-ROM Charges"). CD-ROM Charges also include, without limitation, charges for Library additions and Features introduced after the effective date of this Agreement. CD-ROM Charges will be determined by West and may be modified at any time without notice. Modification of any charges shall not be considered as an amendment to this Agreement that permits termination of this Agreement pursuant to paragraph 11 herein. All charges are exclusive of sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days from date of invoice. If full payment is not made, Subscriber may be charged up to the maximum legal interest on the unpaid balance.

6. Usage Restrictions and Information Protection.

(a) **Use of Westlaw Data.** Subscriber shall not use any Data and shall not distribute any Data to a third party for use in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. §

1681b). Subscriber acknowledges that access to certain Data available on Westlaw, including but not limited to credit header Data, motor vehicle Data, driver license Data, and voter registration Data is regulated by state or federal laws, such as the Gramm Leach Bliley Act ("GLBA"), the Driver's Privacy Protection Act ("DPPA"), or other state or federal laws and regulations, or is subject to Contributor restrictions. Subscriber agrees not to access such Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to Contributor restrictions. West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, believes that the Data may be used for an improper purpose or otherwise in violation of the terms of this Agreement, or that the terms of West's Contributor agreements requires West to block such access. By accessing Data, Subscriber acknowledges that from time to time, West and its Contributors and/or various government entities may require Subscriber to identify a permissible use and may inquire as to Subscriber's compliance with applicable laws or this Agreement. Subscriber agrees to cooperate with any inquiry, subject to any attorney-client confidentiality. Subscriber shall report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.

(b) **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 4.a. 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 for the Personal Information of either party. For purposes of this 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 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 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 and any 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 West and/or Subscriber, respectively.

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

8. **Responsibility for Certain Matters.** Subscriber shall provide to West the office location and address associated with Subscriber's Westlaw passwords issued under this Agreement. Subscriber's personnel may also access Westlaw via home computers, laptops or other wireless devices. Subscriber is responsible for notifying West in writing of persons to whom Westlaw passwords are to be issued, or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of Westlaw passwords. Subscriber is also responsible for all access to and use of Libraries, CD-ROM Data, CD-ROM Software, Westlaw, Westlaw Data, West Software and Internet Based Services (collectively the "Deliverables") by Subscriber's personnel or Westlaw passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Sharing of Westlaw passwords that have been issued to individual users of Subscriber is strictly prohibited.

9. **Disclaimer of Warranties and Limitation of Liability.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE DELIVERABLES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO THE DELIVERABLES 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 RELATIVE TO THE LIBRARY, WESTLAW FEATURE OR THE WEST SOFTWARE, AS APPLICABLE, WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, OR ITS CONTRIBUTORS, OR ANY DECISION MADE OR

ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON WESTLAW DATA AND CD-ROM DATA; (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS HEREUNDER OR USE OF, OR INABILITY TO USE, THE DELIVERABLES, EVEN IF WEST OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (iii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING OR DELIVERING WESTLAW DATA AND CD-ROM DATA. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. NEITHER WEST NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO WESTLAW WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF INTERNET BASED SERVICES ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF WESTLAW DATA OR DAMAGE TO MEDIA.

10. **Limitation of Claims.** Except for claims relating to Westlaw Charges or CD-ROM Charges, or improper use of the Deliverables, no claim, regardless of form, which in any way arises out of this Agreement may be made, nor action based upon 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.

11. **Effect of Agreement.** This Agreement (which includes all applicable Order Forms, any Existing Westlaw Agreement, current and future Schedules and Additional Terms, license agreements and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and except as otherwise provided herein 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 notice. Any other amendment must be in writing and signed by both parties.

12. **Term and Termination.** This Agreement and each Order Form may not be terminated prior to a Minimum Term of one year after the date West processes this Agreement and that Order Form. In the event Subscriber requests a Minimum Term in excess of one year as set forth in the Order Form, this Agreement may not be terminated prior to the expiration of such Minimum Term. Upon expiration of the Minimum Term or any Renewal Term set forth in the Order Form, either party may terminate this Agreement by providing the other party 30 days prior written notice of such termination. Notwithstanding the foregoing, (i) West may terminate a Library subscription upon 30 days prior written notice if such Library is no longer commercially available; (ii) Subscriber may terminate this Agreement immediately by giving written notice of termination after receiving notice of any amendment (as permitted under paragraphs 2(c) and 11), which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber; (iii) 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; (iv) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if West reasonably believes that Subscriber's use of Data violates any applicable law or regulation, this Agreement or may result in a risk to public safety, including but not limited to the safety of private individuals; and (v) 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. Upon termination of any Library subscription by either party, Subscriber shall immediately destroy the terminated Library(ies) and destroy all CD-ROM Data maintained on a permanent storage drive. Upon any termination of this Agreement, the West Software licenses shall also terminate.

13. **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.

14. **Notices.** Except as otherwise provided in this Agreement, all notices must be given in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-0833, Attention: Customer Service, and to Subscriber at the address on the Order Form.

15. **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 hereof 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. Failure of either 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 hereof. West, as used herein, applies to West Publishing Corporation, Thomson Reuters Applications Inc., West Services Inc., Thomson Reuters (Legal) Inc., and their affiliates.

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

Schedule A to Subscriber Agreement



Plan 2 WestlawPRO® for State and Local Government Agencies — Government Service

Available only to employees of state, county and city government agencies (excluding courts), correctional facilities, government law library staff (behind the desk staff access) and legal services/legal aid entities with 40 or fewer affiliated attorneys accessing Westlaw® for government or legal services/legal aid purposes. Not available to educational institutions for academic purposes. Westlaw access by inmates of correctional facilities is **STRICTLY PROHIBITED**.

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

1. WestlawPRO Obligations and Restrictions. Subscriber must submit to West a copy of its current letterhead or a certified list of all affiliated attorneys at the location identified on the Order Form and must promptly notify West of any changes in the number of affiliated attorneys. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber's personnel or persons not employed by Subscriber is **STRICTLY PROHIBITED**. In the event West learns that the number of attorneys employed by Subscriber exceeds the number certified by Subscriber or a Westlaw password has been used by a person other than the person to whom the password has been issued, West reserves the right to increase Subscriber's monthly WestlawPRO charges ("Monthly WestlawPRO Charges") to then-current rates for each attorney employed by Subscriber, change Subscriber to another price plan or, in the alternative, terminate the Westlaw password(s) used by a person other than the person to whom it is issued.

2. Monthly WestlawPRO Charges. Monthly WestlawPRO Charges for the products elected by Subscriber appear on the Order Form and include usage, communications, WestClip (non-continuous), offline transmission (as limited by the Subscriber Agreement), certain KeyCite® Alert (non-continuous), transactional charges (excluding online citation checking) and certain offline automated citation checking charges. Monthly WestlawPRO Charges apply regardless of Subscriber's actual use. A listing of the current WestlawPRO Databases appears in the Westlaw Directory. Charges associated with the databases, Features and services that are not part of the WestlawPRO products elected by Subscriber will be billed in addition to the Monthly WestlawPRO Charges at the rates set forth below ("Excluded Charges"). 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 or if the databases, Features or services are enhanced or released after the effective date of the Subscriber Agreement and the Order Form.

3. Per Minute Charges

A. Per Minute Usage Charges	Per Minute Rate
i. Combination Databases	\$ 1.05
ii. Highlights Databases	2.85
iii. Basic Databases	3.42
iv. Westlaw Standard Databases	6.25
v. Westlaw Standard Databases-Codes	7.50
vi. Deluxe Databases	7.68
vii. Specialty Databases	7.85
viii. Premium Databases	8.50
ix. Allfile Databases	10.80
x. Multi-Search Databases	11.20
xi. Super Allfile Databases	13.50
xii. Select Databases	15.50
xiii. Super Premium Databases	16.38
xiv. Super Select Databases	13.83
xv. ResultsPlus Standard Databases	7.81
xvi. ResultsPlus Premium Databases	10.63
xvii. ResultsPlus Allfiles Databases	13.50
xviii. ResultsPlus Super Allfiles Databases	16.88
xix. ResultsPlus Select Databases	19.38
xx. ResultsPlus Super Premium Databases	21.43
xxi. Westlaw Tax Time Class Databases	8.25-23.38

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

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

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

4. Transactional Charges

A.

i. Search Charges

Each search query will incur a search charge. Search charges range from \$0 to \$230 per search. The search charge applicable to each database is available in the SUBSCRIBER Database. For sales tax purposes only, a percent of each search charge is allocated to communications.

Search charges for multiple database searches are discounted as follows:

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

ii. Westlaw Legal Calendaring \$20.00 per transaction

B. Online Find Charges *

Charge Per Document

Find (includes Primary Law)	\$8
Find (includes Secondary Law/Regulations Finds/Display)	16
Find (BNA, RIA)	25
Find (PastStat Loc, State LH, NetScan & StateNet)	25
Find (ResultsPlus)	50
Find (ResultsPlus Briefs/Trial Documents)	80
Find (Briefs and Trial Documents)	65
Find (State Survey)	200
Find (Expert Witness)	50-125
Find (Dockets)	15
Find (Westlaw Tax)	12-22
Find by Title**	N/A

* Includes Find Charges for Previous Section/Next Section

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

C. Online Citation Checking Charges

Citation Service Charge Per Citation

KeyCite	\$6.25
RIA-Cite	6.25

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

D. QUOTE Charges \$.15 per entry

E. Document Display

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

5. Offline Transmission Charges

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

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

6. Training Charges

Training and technical support charges are as set forth on the Order Form.

7. WestCheck® and find&print.com Charges

Citation Service	Charge Per Citation
KeyCite	\$6.25
Table of Authorities	1.00
QuoteRight™	7.00
Find	13.00 – 225.00
Find (Selected databases)	23.00 – 70.00
Content Verification	.50

No offline transmission charges apply.

8. Alert Services Charges

WESTClip	
Non-continuous Clipping	\$0
Continuous Clipping	\$4.50 per day per search
BNA Clipping	\$14.00 per transaction
KeyCite Alert	
Non-continuous Clipping	\$7.00 per transaction
Continuous Clipping	\$9.00 per day per transaction
KeyRules Alert	\$6.00 per transaction

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

9. Westlaw Public Records Charges

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

	Charge Per Detail Record Viewed
Delaware Corporate Records	\$9.00
	Charge Per Entry
D&B Alert	\$5.00

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

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

*Minimum fee of \$15.75 per search.

10. Company Profiles Database Charges

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

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

11. Dockets Charges

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

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

* Limit of 99 alerts/tracks per password

12. PDF Charges

Attorney Medical Advantage	\$225.00 per image
Blaussen Medical Illustration	
Standard Collection	250.00 per image
Premier Collection	275.00 per image
Experian Reports	8.00-44.95 per report
Briefs/Trial Docs/State Surveys	65.00 per image
DE Chancery Docket	65.00 per image
Deed Image	25.00 per image
Dockets PDF	4.00 per image
Expert Witness/Courtroom Transcripts	65.00 per image
Legal Due Diligence Reports	200.00 per image
Investext	9.95 per page
Real Property Parcel Maps	15.00 per image
Patent Image	3.00 per image
ResultsPlus Investext	14.95 per 1 st page
(Each additional page)	9.95 per page
No offline transmission charges apply.	

13. West Reporter Images

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

West LegalEdcenter® Subscriber Agreement

WestLegalEdcenter

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, resell, 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.

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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 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 _____

Firm Name _____

Address _____

Contact _____

Telephone _____

Sales Representative _____