



San Mateo County Counsel

Fees Schedule 2-PLE

July 27, 2017

Company Confidential

SUBMISSION INSTRUCTIONS

- Please sign and date where indicated in the agreement
- Please include the project and billing information where indicated in the agreement
- Please return all pages of the agreement to Elite
- Fax the entire signed agreement to:
Thomson Reuters Elite
Attn: CPQ
(001) 323-417-3030



Thomson Reuters Elite offers an end-to-end enterprise business management solution that allows law firms and professional services organizations to run all operational aspects of their firms including business development, risk management, client and matter management, and financial management. For over 60 years, we've demonstrated we understand the business and financial aspects of firm operations with proven tools under the 3E, Enterprise, ProLaw, eBillingHub, Business Development Premier, and MatterSphere brands that streamline processes to increase visibility and workflow efficiency across the organization and provide the flexibility to change and grow your business. For more information, visit www.elite.com.

Addendum No. 2-PLE
to the
Customer Agreement dated 21 June 2013 ("Agreement")

by and between
West Publishing Corporation, doing business as Thomson Reuters Elite ("Elite")
and
San Mateo County Counsel
("Customer")

Effective Date of Addendum: _____

Effect of Addendum:

This Addendum is made a part of the Agreement for the purpose of adding additional Timekeepers, Seats or Professionals as listed on attached Fees Schedule and providing for Maintenance Services (if applicable) of such additional Timekeepers, Seats or Professionals pursuant to the maintenance terms of the Elite Maintenance Addendum.

This Addendum is also made a part of the Agreement for the purpose of adding Software (including Subscription Software) and/or Services as listed on attached Fees Schedule, and providing Maintenance Services for any such additional Software (if listed on attached Fees Schedule) pursuant to the maintenance terms of the Elite Maintenance Addendum.

For the purposes of this Addendum, (i) the terms "License Fees," "Subscription Fees," "Service Fees" and "Maintenance Fees," as used in the Agreement's provisions regarding refunds, remedies and limitations and exclusions of liability, shall mean the license fees, subscription fees, service fees and/or maintenance fees set forth in the attached Fees Schedule; (ii) references to "Software" shall mean the software listed in the attached Fees Schedule, if any; (iii) references to "Subscription Software" shall mean the subscription software listed in the attached Fees Schedule, if any; (iv) references to "Initial Term" shall mean the Initial Term for the subscription software set forth in the attached Fees Schedule, if any; (v) the term "Live Operation" shall be deemed to refer to the Live Operation, as otherwise defined in the Agreement, of the software or subscription software listed in the attached Fees Schedule; and (vi) the "Warranty Period" shall mean the 90-day period beginning upon the Live Operation of the software or subscription software set forth in the attached Fees Schedule.

Capitalized terms not otherwise defined shall have the meanings set forth in the Agreement. All terms and conditions of the Agreement shall remain in effect unless specifically modified by this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum by their duly authorized representatives.

Elite

Sales Agent(s): Kevin Arredondo

Signature: _____

Name (Print): Michael Goddard

Title: VP Finance

Date Signed: _____

San Mateo County Counsel

Signature: _____

Name (Print): _____

Title: _____

Date Signed: _____

Project contact and telephone number (required for Elite's countersignature):

Name: Mark A. Hertz

Telephone Number: Phone: (650) 363-4679

E-mail Address: mhertz@smcgov.org



Elite is committed to continually reducing our impact on the global environment through responsible policies as a company and also as individuals, employees and global citizens. To continue doing our part for the environment, Elite invoices will be sent via email.

Customer's billing information:

Name: _____

Telephone Number: _____

E-mail Address: _____

Licensed Software

	Qty	Rate	Total	Additional Annual Maint.
Upgrade Application Software				
From 42 To 55 Seat License				
13 Additional				
ProLaw Enterprise Front Office License - .NET	13	734	9,542	1,908
Database Software				
Microsoft SQL Server 2012 Standard Edition Runtime ^{1,2}				
(1) Runtime CAL- Additional CALs	13	100.00	1,300	
Annual Upgrade Coverage	13	20.00		260
Downgrade to MSSQL 2008 R2				
Licensed Software Total			10,842	2,168

Subscription / Subscription Software

	Years	Annual Rate	Total
Westlaw legal calendaring rules			
Upgrade From 34-47 To 48-67 Seat License			
Northern California: All Rules 193 Rule Sets	1	1,040	1,040
Subscription / Subscription Software Total			1,040

System Total	11,882	USD
Annual Maintenance Services	2,168	USD

Endnotes

All Software (including Elite Software, Subscription Software, and Third Party Software) and future Updates are provided electronically to Customer.

Elite will not provide any software except as expressly listed herein. Any software required to comply with the PSR that is not listed herein, is the responsibility of Customer.

Microsoft is a third party beneficiary of this Agreement to the extent it applies to the license of Microsoft software. Microsoft disclaims all warranties and liabilities (whether direct, indirect, incidental or consequential), to the maximum extent allowed by governing law, arising from the use or installation of a Microsoft product provided hereunder.

SOFTWARE

Elite will install and support the Software in configured hardware/software environments, including but not limited to those maintained by Managed Hosting Service Providers ("MHSP"), pursuant to specifications mutually agreed upon by Elite and the Customer. Elite will support functionality within the Software. MHSP responsibilities shall include, but not limited to, its own and any related MHSP hardware and software environment(s), configuration and troubleshooting of MHSP hardware, MHSP performance, MHSP availability and connectivity issues, and any Software issues arising from MHSP and/or applicable MHSP entities.

Price reflects Annual Maintenance Charge for the incremental additional licenses listed herein only.

WESTLAW LEGAL CALENDARING RULES

Elite does not warrant the results produced by Westlaw legal calendaring rules. It is Customer's responsibility to check the results of the Westlaw legal calendaring rules date calculations against the actual court rules.

Price reflects annual subscription for the additional licenses listed herein. This is in addition to amount Customer is currently paying Elite for annual subscription.

EXPLICIT ENDNOTES

- 1 The Annual Maintenance Charge listed herein includes upgrade coverage only.
- 2 The Standard Edition of SQL Server 2012 supports a maximum of 16-cores and 64GB of memory PER instance of SQL Server.

Payment Terms

Pricing listed herein is exclusive of taxes and duties which will be determined at time of sale.

Invoices - Customer will receive invoices based on the below terms. Depending on the product and the taxable jurisdiction, applicable taxes may be included. Exception and direct pay tax certificates should be provided with the signed agreement.

Prepayments - Payments made prior to invoices being generated should be avoided, unless agreed upon in advance. Contact the EliteCustomer.CareTeam@ThomsonReuters.com.

Licensed Software

100% of the License Fees will be invoiced upon the Effective Date.

Maintenance Services

Invoiced upon the Effective Date.

Annual Maintenance Services for the additional License Fees will be prorated in order to have coterminous maintenance periods as those programs initially licensed under the Agreement.

Westlaw legal calendaring rules

100% of the annual Subscription Fee for the first year will be invoiced upon the Effective Date. For subsequent terms, the annual Subscription Fee shall be payable annually in advance. The annual Subscription Fee will be prorated in order to have a coterminous subscription term as those programs initially subscribed under the Agreement.

All invoices are due thirty (30) days from date of receipt of invoice.