

West Master Software Subscriber Agreement

WEST MASTER SOFTWARE SUBSCRIBER AGREEMENT (the "Subscriber Agreement") entered into between **County of San Mateo - County Counsel** ("Subscriber") and **West, a Thomson Reuters business** ("West") regarding West Software, as follows:

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

2. Software License.

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

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

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

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

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

5. Confidential Information.

5.1 West acknowledges that any documents, the contents thereof, or other proprietary or confidential materials expressly designated as

confidential that are provided to West by Subscriber during the Term of the Agreement ("Subscriber Confidential Information") are valuable assets of Subscriber. West will take reasonable steps to ensure that the Subscriber Confidential Information is not used or disclosed except as expressly permitted by the Agreement. West will not permit any unaffiliated third party access to, in any manner, the Subscriber Confidential Information, except as provided in the Agreement. Subscriber Confidential Information shall not include information that consists of ideas, concepts, know-how or techniques relating to the enhancement, customization, installation or implementation of the Software. West may access Subscriber's Software server to provide services as provided in the Agreement.

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

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

7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

7.1 West warrants that for the period ending ninety (90) days after the first date that Subscriber commences production use of the Software (the "Warranty Period") the Software will substantially conform to the

Documentation (available at west.thomson.com.). THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT, ANY APPLICABLE SCHEDULE OR LICENSE AGREEMENT, THE SOFTWARE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S, ITS AFFILIATES', AND/OR ITS SUPPLIERS' ENTIRE LIABILITY UNDER THE AGREEMENT, IF ANY, FOR ANY AND ALL CLAIM(S) FOR DAMAGES RELATING TO THE SOFTWARE WHICH ARE MADE AGAINST THEM, INDIVIDUALLY, JOINTLY, OR AS A GROUP, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF SOFTWARE SUBSCRIPTION CHARGES PAID BY SUBSCRIBER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST, ITS AFFILIATES, AND/OR ITS SUPPLIERS BE LIABLE TO SUBSCRIBER FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THE AGREEMENT OR USE OF, OR INABILITY TO USE, THE SOFTWARE, EVEN IF WEST, ITS AFFILIATES, AND/OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER WEST NOR ITS AFFILIATES OR SUPPLIERS MAKE ANY WARRANTY THAT ACCESS TO THE SOFTWARE WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF THE SOFTWARE ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA. The performance of the Software varies with various manufacturers' equipment with which it is used. Certain software used by Subscriber may not be capable of supporting the Software. West does not warrant the level of performance of the Software or that earlier versions superseded by new versions (whether or not distributed to Subscriber) will continue to be capable of access to and use with West Services.

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

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

8. Indemnification.

8.1 Infringement Claims. Subject to Subscriber's strict compliance with this Agreement, at its sole expense, West shall defend, indemnify and hold Subscriber harmless from copyright, trade secret and U.S. patent infringement claims based upon the Software in the form delivered by West, including paying any judgment, attorneys fees, costs and expenses associated with such claim.

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

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

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

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

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

9. Term and Termination.

9.1 The Agreement will become effective upon approval and acceptance by West, and will continue in effect for the Minimum Term as set forth in the applicable Exhibit. The Agreement will renew thereafter pursuant to paragraph 6 (Charges and Modification of Charges) herein. Notwithstanding the foregoing, (i) West may terminate the Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties; (ii) Subscriber may terminate the Agreement immediately upon giving written notice of termination to West after receiving notice of an amendment (as permitted under paragraph 10.1) which contains new terms that materially alter the terms of this Subscriber Agreement and are unacceptable to Subscriber; (iii) either party may terminate the Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of the Agreement and such breach is not cured within thirty (30) days of notice of such breach to the breaching party by the non-breaching party; and (iv) either party may terminate the Agreement as provided in paragraph 6 (Charges and Modification of Charges) above.

9.2 Except as otherwise expressly permitted in this Agreement, upon the termination of the Agreement, Subscriber's license and right to use the Software or any part thereof shall end immediately and within thirty (30) days of such termination, Subscriber shall return to West the Software (or uninstall web-based Software), the Documentation, content enhancements, and any other documents, manuals, data, information or materials furnished by West and/or its Suppliers, as well as any copies thereof and shall destroy any embodiments of these materials stored in or on a reusable electronic or similar medium, including but not limited to memory, disk packs, tape, and other peripheral devices, and certify such destruction in writing to West.

10. General Provisions.

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

10.2 Force Majeure. West and/or its Suppliers shall not be liable for any delay or failure in performing hereunder if caused by factors beyond their reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure,

equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

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

10.4 Governing Law and Jurisdiction for Non-Government Subscribers only. The Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to the Agreement and each party consents to the exclusive jurisdiction of such courts.

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

10.6 Assignment. Neither the Agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of the Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of 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 Subscriber Agreement are inserted for convenience only and do not constitute a part of the Agreement.

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

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

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

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

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

11. Maintenance Terms.

11.1 Maintenance Services. Maintenance Services consist of the following:

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

11.1.2 Telephone Support. West will provide telephone support for purposes of handling Subscriber questions relating to the operation of the Software. Telephone support is provided by West

Customer and Technical Support Representatives at 1-800-937-8529 or other such telephone number as set forth in the applicable Exhibit.

11.2 West Obligations.

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

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

11.3 Subscriber Obligations.

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

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

12. Implementation and Training Services.

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

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

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

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

SUBSCRIBER

Signature _____

Name (please print) _____

Title _____

Date _____

Firm Name _____

Address _____

Contact _____

Telephone _____

E-mail Address _____

WEST, A THOMSON REUTERS BUSINESS

Signature _____

Name (please print) _____

Title _____

Date _____



WEST KM SOFTWARE AND SOFTWARE SUBSCRIPTION CHARGES EXHIBIT

1. **Software to be provided hereunder is West km Software ("Software").**
 - **West KM Litigation Versions 4.x & 5x**
2. **West Software Subscription Charges (up to 50 Attorneys).**
 - (a) West Software Subscription Charges set forth in this Exhibit were based upon the number of attorneys ("Attorneys") who are partners, shareholders or members of or who are otherwise employed by Subscriber as of the Effective Date, as reported by Subscriber and set forth herein. In the event Subscriber's total number of Attorneys increases above the limit set forth herein, Subscriber shall be required to pay an additional charge to use the Software.
 - (b) The Software Subscription Charges are due and payable as follows:

This Agreement shall become effective June 1, 2015 and shall continue in effect until August 31, 2018 (the "Minimum Term"), West shall bill and Subscriber shall pay monthly Software Subscription Charges ("Monthly Software Subscription Charges") as set forth below:

 - From the Effective Date (June 1, 2015) of this Agreement and continuing through August 31, 2015 ("Installation Period 1"), the Software shall be installed. In the event installation is complete prior to the end of Installation Period 1, Subscriber shall receive access to the Software at no charge for the remainder of Installation Period 1.
 - From June 1, 2015 through August 31, 2015 ("Period 1"), the Period 1 Monthly Software Subscription Charges shall be \$0.00.
 - From September 1, 2015 through August 31, 2016 ("Period 2"), the Period 2 Monthly Software Subscription Charges shall be \$1,350.
 - From September 1, 2016 through August 31, 2017 ("Period 3"), the Period 3 Monthly Software Subscription Charges shall be \$1,431.
 - From September 1, 2017 through August 31, 2018 ("Period 4"), the Period 4 Monthly Software Subscription Charges shall be \$1,517.
 - (c) During the Minimum Term and any Renewal Term(s), Subscriber must promptly notify West of any changes in the number of Attorneys. In the event West learns that the number of Attorneys exceeds the number stated by Subscriber herein, West reserves the right to enter into good faith negotiations with Subscriber regarding the terms and conditions of this Agreement.
 - (d) Payment of Software Subscription Charges shall be in accordance with paragraph 6 (Charges and Modification of Charges) in this Agreement. Additional services or training in addition to those already purchased may be purchased under a separate Additional Services Agreement.
3. **Strategic Planning Meeting.** West and Subscriber shall schedule a Strategic Planning Meeting at a time to be mutually agreed for purposes of developing an implementation plan that lists the responsibilities of West and Subscriber for implementation of the Software, including the Software installation and training (the "Project Plan"). West shall present a draft implementation plan for Subscriber's review and comment within five (5) days after the Strategic Planning Meeting and the parties shall work to finalize and sign the Project Plan within the following five (5) days. The Project Plan may thereafter only be modified by a Change Order (defined below) or other written agreement signed by both parties.
4. **Project Managers.** At or before the Strategic Planning Meeting, each party shall inform the other of the individual appointed to serve as its project manager ("Project Manager"). The Project Managers shall serve as the primary contact in regard to coordinating and supervising the installation of the Software. Each party shall be responsible for ensuring that its Project Manager dedicates sufficient time to fulfill that party's respective obligations hereunder. Subscriber acknowledges that a change of Project Managers by Subscriber may result in delays in the implementation and necessitate an amendment to the Project Plan.
5. **Implementation and Consulting.** The following Implementation and Consulting Services are included in Subscriber's Software Subscription Charges:
 - Project Launch & Management
 - Strategic Implementation & Vetting Planning
 - Software Installation & Technical Assistance
 - Vetting Toolkit Rule Customization and Training (as applicable)
 - Functionality Testing & Pilot User Training
 - Initial Product Rollout
 - Transition to Support & Project Documentation

Additional Implementation and Consulting Services and/or Training may be recommended in addition to that which is included in the Software Subscription Charges for non-standard situations and may be purchased at an additional charge. As used herein, "non-standard situations" may include but not be limited to mid-installation/implementation requests by Subscriber to include new Subscriber Locations, changes by Subscriber in its document management system adversely affecting Software installation/implementation already performed, full Software reinstallation necessitated by Subscriber's failure to provide adequate backup of its West km server, and the like. In the event of such non-standard situations result in the need for additional implementation and consulting hours or training, the parties agree to enter into good faith negotiations regarding an agreement to be signed by both parties to cover any applicable additional services and/or charges that might apply.
6. **Subscriber Locations.** This Agreement and this Exhibit shall be effective for the Subscriber locations set forth below:
 - Redwood City, CA (Server Location)
7. **Installation.** West and Subscriber shall work together to install the Software in accordance with the Project Plan.
8. **Change Orders.** Following execution of the Project Plan, Subscriber may submit requested changes to the implementation plan in writing to West. West shall respond to Subscriber's change request within fourteen (14) days of receipt. West's response (the "Change Order") shall identify any changes to the Service Fees or expenses and any changes to the Implementation Plan (including any resulting delay charges) that would result from implementing the change. Subscriber may, in its discretion, accept the Change Order by signing the Change Order and returning it to West. Upon execution by Subscriber, the Change Order will amend the Project Plan. If Subscriber rejects the Change Order, the Project Plan will remain unaltered.
9. **Functionality Test.** Following completion of the configuration of the Software, West and Subscriber shall perform the Functionality Test located at one of the following sites, to determine whether the Software functions substantially in accordance with the Project Plan: 1) help.westkm.com/tests/KMLitTest.doc (West km Functionality Test for

Litigation products); 2) help.westkm.com/tests/KMTransTest.doc (West
km Functionality Test for Transaction products); or 3)
help.westkm.com/tests/KMAsplitTest.doc (West km ASP Functionality
Certification for Litigation products).

County of San Mateo – County Counsel

Signature _____

Name (please print) _____

Title _____

Date _____

Date and Time Received by West in St. Paul, Minnesota:

Subscriber Name _____

Address _____

Contact _____

Telephone _____

E-mail Address _____

West, a Thomson Reuters business

Signature _____

Name (please print) _____

Title _____

Date _____



THOMSON REUTERS

Order Notification

Contact your representative paul.vandenberg@thomsonreuters.com with any questions. Thank you.

Order ID: **681058**

Subscriber Information

Account Address:

Account #: **1000246687**
SAN MATEO COUNTY COUNSEL
400 COUNTY CTR FL 6
REDWOOD CITY, CA 94063
US
650-363-1824

Shipping Address:

Account #: **1000246687**
SAN MATEO COUNTY COUNSEL
400 COUNTY CTR FL 6
REDWOOD CITY, CA 94063
US
650-363-1824

Billing Address:

Account #: **1000246687**
SAN MATEO COUNTY COUNSEL
400 COUNTY CTR FL 6
REDWOOD CITY, CA 94063
US
650-363-1824

Payment and Shipping Information

Payment Method:

Payment Method: **WestAccount**
Account Number: **1000246687**

Shipping Information:

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

Additional Information

Created By:
Order Source: **27**
Revenue Channel: **01**
Order Date: **5/18/2015 5:50:00 PM**
P.O. Number:
Additional Data B: **30**

Order Contact Information

First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
Kathryn	Meola	kmeola@smcgov.org		Order Confirmation Contact	28
Kathryn	Meola	kmeola@smcgov.org		Primary Password Contact	24
Kathryn	Meola	kmeola@smcgov.org		Quickview Contact	Quickview

Internal Comments

- Exception Approval Code:E224026
- Worksheet Custom Pro:<https://ordermation.west.thomson.com/esigs/of.aspx?ordergroupid=2445353138ed457990805e6a1395c01c&pfv=true>
- OF Ver:<https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=19a20e6acc1c46c487308eac71f5d4f4&isofview=yes>

Qty	Product	Material ID	Program Details	Program Codes	List Price	Other	Net Price
1	Government Select Level 1 States (WestlawNext™;) (Banded)	40988739	Exception Approved	545210	Monthly: \$7,752.00	50%	Monthly: \$3,876.00

Modules to include in Custom PRO:

Material ID	Description
40982444	Primary Law with KeyCite®: All — California (WestlawNext™;)
40980419	All Analytical Library (WestlawNext™;)
40981520	All Primary Law (WestlawNext™;)
41736038	BriefTools on Westlaw® (WestlawPRO®)
40980477	California Analytical Library (WestlawNext™;)
41018672	Government Education (WestlawNext™;)
40983467	Graphical Statutes, PastStat Locator™, State Legislative History Bundle — California (WestlawNext™;)
41635647	Practical Law Labor and Employment Plus All States (WestlawNext™; PRO)
40992460	Public Employee Reporters California Library (WestlawNext™;)
40980949	Real Property Practitioner Core — California (WestlawNext™;)
41024657	Related Documents (WestlawNext™;)
40983346	State Briefs Plus — California (WestlawNext™;)

Existing Secondary Print Product Subscription(s) to include in WestPack:

Qty	Product	Material ID
1	CA ANNO CODE SUB	21040614
1	CA COURT RULES STATE V.I SUB	15347962
5	CA DESKTOP EDUCATION CODE SUB	21034789
1	CA DESKTOP EDUCATION CODE SUB	21034789
2	CA DESKTOP EDUCATION CODE SUB	21034789
1	CA DESKTOP EDUCATION CODE SUB	21034789
2	CA DESKTOP EDUCATION CODE SUB	21034789
1	CA DESKTOP EDUCATION CODE SUB	21034789
1	CA DESKTOP ENVIRONMENTAL LAWS SUB	21058807
1	CA DESKTOP FAMILY LAWS AND COURT RULES SUB	21082627
3	CA DESKTOP JUVENILE LAWS AND RULES SUB	21041696
4	CA DESKTOP JUVENILE LAWS AND RULES SUB	21041696
1	CA DESKTOP JUVENILE LAWS AND RULES SUB	21041696
1	CA DESKTOP JUVENILE LAWS AND RULES SUB	21041696
1	CA DESKTOP JUVENILE LAWS AND RULES SUB	21041696
2	CA DESKTOP PROBATE CODE SUB	16282732
5	CA DESKTOP PROBATE CODE SUB	16282732
4	CA DESKTOP REVENUE AND TAXATION CODE SUB	16373428
1	CA JUDICIAL COUNCIL FORMS SUB	21098752
1	CA JURY INSTRUCTIONS CIVIL BAJI AND CACI SUB	11229213
1	CA PROPERTY TAXING SUB	13975621
1	CA SESSION LAWS HARDBOUND VOL SUB	40070691
1	CD CA JI SELECTOR CIVIL SUB	41011189
1	CIVIL ACTIONS AGAINST STATE AND LOCAL GOVERNMENT: DIVISION, AGENCIES, OFFICERS SUB	13972622
1	CIVIL RIGHTS AND CIVIL LIBERTIES LITIGATION LAW OF SECTION 1983 SUB	15274868
1	CIVIL RIGHTS LITIGATION AND ATTORNEY FEES HANDBOOK SUB	13512842
1	CJER CA CIVIL PROCEEDINGS BEFORE TRIAL BENCHBOOK SUB	14048309
1	CJER CA CIVIL PROCEEDINGS DISCOVERY BENCHBOOK SUB	13826901
1	FEDERAL CIVIL JUDICIAL PROCEDURE AND RULES PAMPHLET SUB	21061301
2	FEDERAL CIVIL JUDICIAL PROCEDURE AND RULES PAMPHLET SUB	21061301
1	FEDERAL CIVIL JUDICIAL PROCEDURE AND RULES PAMPHLET SUB	21061301
9	FEDERAL CIVIL JUDICIAL PROCEDURE AND RULES PAMPHLET SUB	21061301
1	FEDERAL CIVIL JUDICIAL PROCEDURE AND RULES PAMPHLET SUB	21061301

1	FEDERAL COURT OF APPEALS MANUAL LOCAL RULES SUB	17327646
1	FEDERAL JURY PRACTICE AND INSTRUCTIONS CIVIL COMPANION SUB	40529169
1	H-1B HANDBOOK SUB	14854747
1	KNIBB FEDERAL COURT OF APPEALS MANUAL (WEST HANDBOOK SERIES) SUB	11957731
1	NEPA LAW AND LITIGATION SUB	16625583
1	SECTION 1983 LITIGATION IN STATE COURTS SUB	13516937
1	STATE AND LOCAL GOVERNMENT EMPLOYEE LIABILITY SUB	13971847
1	TRG CA MOTIONS IN LIMINE SUB	40452529
1	TRG CA PRACTICE EMPLOYMENT LITIGATION SUB	40030743
1	TRG CA PRACTICE GUIDE CIVIL PROCEDURE BEFORE TRIAL CH 1-13 TABLES AND INDEX SUB	11226778
1	TRG CA PRACTICE GUIDE CIVIL TRIALS AND EVIDENCE CH 1-18 TABLES AND INDEX SUB	11228411
1	TRG CA PRACTICE GUIDE ENFORCING JUDGMENTS AND DEBTS CH 1-6 TABLES AND INDEX SUB	11226826
1	TRG CA PRACTICE GUIDE FEDERAL CIVIL PROCEDURE BEFORE TRIAL CH 1-17 TABLES AND INDEX SUB	11226788
2	TRG CA PRACTICE GUIDE PROBATE CH 1-16 TABLES AND INDEX SUB	11226856
1	TRG FEDERAL CIVIL TRIALS AND EVIDENCE SUB	16580113
1	TRG LEGAL SECRETARIES INCORPORATED LAW OFFICE PROCEDURES MANUAL SUB	11226958
1	WITKIN CA EVIDENCE SUB	13830992
1	WITKIN CA PROCEDURE SUB	14401926
1	WITKIN COMBINED INDEX AND TABLES SUB	13830984
1	WITKIN SUMMARY CA LAW SUB	13831008

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

Monthly charges (Monthly Charges) for the WestPack Principal Product are billed on the date West processes Subscribers order and continue for the minimum term of complete calendar months elected by Subscriber with his/her initials below (Minimum Term). Subscriber also requests to enter and/or maintain all subscriptions to the WestPack Secondary Products (new and/or existing as set forth above) during the Minimum Term and the charges for Subscribers WestPack Secondary Products (both initial charges and subscription charges) shall be billed separately at then current rates with the discount as set forth below. Any additional users added to any existing Per User CD-ROM product licensed by Subscriber from West shall be tied to the Minimum Term of the underlying Order Form for such product(s)

Subscriber's Initials for 36 month Minimum Term for the Principal and the Secondary Products. Subscriber agrees to commit to a 36 month Minimum Term for the Principal and Secondary Products. The Monthly Charges for Principal Product the first 12 months shall be as set forth herein and the Monthly Charges for the second 12 months shall be 3% more than the Monthly Charges for initial 12 months and Monthly Charges for third 12 months shall be 3% more than Monthly Charges for second 12 months. WestPack Secondary Product discount of 50% shall apply to both new and existing Secondary Product(s) throughout the Minimum Term.

Subscriber's Initials for Subscription Term after the Minimum Term for WestPack Principal Products. Upon conclusion of the Minimum Term, Subscriber's Monthly Charges shall be billed at up to then-current rates. Excluded Charges (as defined in Schedule A) may be modified as set forth in the respective Subscriber Agreement (as defined herein). Monthly Charges may be modified upon 30 days written notice to Subscriber. Either party may provide the other party with 30 days prior written notice of cancellation to the Principal Product above. In such event, all discounts associated with WestPack Secondary Products shall also terminate and the terms set forth below for WestPack Secondary Products shall apply. Subscriber's notice of cancellation should be sent to the attention of Customer Service at the address set forth herein.

Subscriber's Initials for WestPack Secondary Products after the Minimum Term. Upon conclusion of the Minimum Term Subscriber hereby requests that West continue to provide subscription services for the Secondary WestPack Product(s) associated with the WestPack agreement. Subscription services consist of automatic shipments: a) for print products: updates and/or supplements to the service, including but not limited to, pocket parts, pamphlets, replacement volumes or loose-leaf pages; b) for CD-ROM products: updates and/or supplements to the service, including but not limited to, updated, replacement or supplemental CD-ROMs and online updates; and c) for eBook products that are updated: updates to the most current version of each edition of the eBooks set forth on this Order Form which are available during Subscriber's subscription term (with browser-based online access to the most current version of the eBook), all of which will be billed separately at then-current rates with the discounts as set forth above unless Subscriber's subscription to the Principal WestPack Product is terminated in which case the discounts shall terminate. West's sales representatives will provide additional information regarding frequency and updates upon request. Subscription services for WestPack Products will continue until cancelled and may be cancelled at any time by West or cancelled upon written request by Subscriber to the attention of Customer Service at the address set forth herein.

30 attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), seats (if applicable), 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	Start Date	Position	Email
Andrikopoulos, Melissa D		ATTORNEY	mandrikopoulos@smcgov.org

Archer, Rebecca M
Armsby, Aimee B
Bae, Jean A

Beiers, John C
Carlson, Brenda B
Chang, Cynthia L
Cunningham, Claire A
Ellard, Jan E
Ely, Adam
Eriksson, Nirit S
Finck, Peter
Fox, Timothy
Hertz, Mark A

Holiber, Judith A
Kulich, Brian E
Lectura, Shirley

Levy, David A
Levy, Glenn M
Marlow, Kimberly
Mates, Justin W
Meola, Kathryn E
Nibbelin, John D
Nierenberg, Sanda Z
Okada, Paul A
Paszek, Kristina M
Sheth, Monali S
Shimizu, Tim G
Silberman, David A
Stalzer, Jennifer A
Thompson, Hanna M
Valim, Dan X
Waran, Subidra

Watson, Marian
Wong, Brian J
Yun, Amy

ATTORNEY	rmarcher@smcgov.org
ATTORNEY	aarmsby@smcgov.org
NON-ATTORNEY/BUS PRO	
ATTORNEY	jbeiers@smcgov.org
ATTORNEY	bcarlson@smcgov.org
PARALEGAL	cchang@smcgov.org
ATTORNEY	ccunningham@smcgov.org
ATTORNEY	jellard@smcgov.org
ATTORNEY	aely@smcgov.org
ATTORNEY	neriksson@smcgov.org
ATTORNEY	pfinck@smcgov.org
ATTORNEY	tfox@smcgov.org
CLEAR ADMIN CONTACT	mhertz@smcgov.org
ATTORNEY	jholiber@smcgov.org
ATTORNEY	bkulich@smcgov.org
NON-ATTORNEY/BUS PRO	slectura@smcgov.org
ATTORNEY	dlevy@smcgov.org
ATTORNEY	glevy@smcgov.org
ATTORNEY	kmarlow@smcgov.org
ATTORNEY	jmates@smcgov.org
ATTORNEY	kmeola@smcgov.org
ATTORNEY	j nibbelin@smcgov.org
ATTORNEY	snierenberg@smcgov.org
ATTORNEY	pokada@smcgov.org
ATTORNEY	kpaszek@smcgov.org
ATTORNEY	msheth@smcgov.org
ATTORNEY	tshimizu@smcgov.org
ATTORNEY	dsilberman@smcgov.org
ATTORNEY	jstalzer@smcgov.org
PARALEGAL	hthompson@smcgov.org
ATTORNEY	dvalim@smcgov.org
NON-ATTORNEY/BUS PRO	swaran@smcgov.org
PARALEGAL	mwatson@smcgov.org
ATTORNEY	bwong@smcgov.org
NON-ATTORNEY/BUS PRO	ayun@smcgov.org

Order Subtotal: N/A

* Estimated Tax: TBD

Order Total: \$0.00

Products Under 36 month contract term: \$3,876.00

** Billed Monthly Total: \$3,876.00

Order subtotal does not include subscriptions, tax, or any expedited shipping charges.

Lapse Subscriptions

Active Subscriptions to Lapse

Contract Number

Material ID

WL PRO RESULTSPLUS PREMIUM	0117913992	40470694
WESTLAW SELECT	0117913976	40988637
GOVERNMENT GC ALL PRIMARY LAW MODULE	0117913977	40973997
RELATED DOCS	0117913991	41024656
WESTLAW ANALYTICAL LIBRARY 2000CA	0117913982	40973489
WESTLAW GRAPH STAT BUNDLE CA	0117913985	40976477
WESTLAWPRO WITH KEYCITE ALL CA	0117913988	40973822
WL PRO CALIFORNIA APPELLATE COURT BRIEFS PLUS	0117913994	40974482

Additional Terms

Credit Card Transactions Only. Subscription charges for this order will be billed to Subscriber's West account unless automatic credit card or electronic funds transfers have been separately authorized by Subscriber.

Subscriber Auto Charge Credit Card / Electronic Funds Transfer Election Payment Terms. Subscriber may separately authorize West to automatically charge a credit card (Auto Charge) or electronic fund transfer (EFT), to pay charges for charges due on Subscriber's account. If Subscriber currently subscribes to Auto Charge or EFT, subscription charges incurred from this order will be Auto Charged or debited through EFT (as elected) in accordance with existing terms and conditions.

Returns and Refunds. If Subscriber is not completely satisfied with any print product received from West as part of a subscription or as a one-time purchase, and not as part of a multi-year contract or a CD-ROM/DVD product received after the Minimum Term, the product may be returned within 45 days of the original shipment date for a full refund or credit, in accordance with West's then-current returns policies. Different rules (<http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf>) apply for print products received as part of multi-year contracts such as, but not limited to, Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements and ePack and to WestPack contracts as well. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are non-refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact West Customer Service at 1-800-328-4880 for additional details regarding West's current policies on returns and refunds.

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

Transportation Charges. Print and CD-ROM/DVD products are shipped FOB origin. Transportation charges will only be added to expedited shipments at Subscriber's request and for international products or shipments at then-current carrier rates.

Other Terms and Conditions. Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. 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 of Subscriber's authorized users. Subscriber's Westlaw Doc and Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc and Form Builder subscription, West will provide Subscriber with access to and the ability to export related Westlaw Doc and Form Builder Data for 180 days at no charge. Thereafter, West will delete such Westlaw Doc Form Builder Data. West may share Subscriber information and Subscriber Content with its business partners as may be necessary to provide Time and Billing Services to Subscriber and Subscriber must remove all Time and Billing content prior to termination of this Order Form and Subscriber Agreement.

General Provisions for Non-Government Subscribers Only. 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. All payments are due 30 days from date of invoice. 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 charges. If any charges remain unpaid 30 days after becoming due, 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 may not be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. 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.

General Provisions for Government Subscribers Only. This Order Form is subject to approval by West, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form may not be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent.

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

Signature for Order ID: 681058

The following, individually or jointly, as applicable ("Subscriber Agreement and Schedule A") is/are hereby incorporated by reference and made part of this Order Form:

- Research Subscriber Agreement (located at <http://legalsolutions.com/research-subscriber-agreement>)
- Applicable Schedule A (located at <http://legalsolutions.com/schedule-a-westlaw>)

and the following if applicable when ordering Hosted Practice Solutions

- Hosted Practice Solutions Subscriber Agreement (located at <http://legalsolutions.com/hosted-practice-solutions-subscriber-agreement>)
- Applicable Schedule A (located at <http://legalsolutions.com/schedule-a-concourse-firm-central-caselogistix>)

In the event there is a conflict between the terms and conditions of the Subscriber Agreement and Schedule A and the terms and conditions of this Order Notification, the terms and conditions of this Order Notification shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement, and Schedule A and this Order.

_____ Signature of Authorized Representative for order	_____ Title
_____ Printed Name	_____ Date



Research Subscriber Agreement

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

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

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

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

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

d. Electronic Distribution. Subscriber may, on an occasional basis and via Product functionality, direct West to transmit individual documents in electronic format to individual internal user(s), and to individual third parties in connection with actual, ascertainable matters being handled by

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

2. License Restrictions.

a. Usage Restrictions. Subscriber shall not copy, download, scrape, store, publish, post, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell, license, sublicense or otherwise use the Data, or any portion of the Data, in any form or by any means except as expressly permitted by paragraph 1 (License Grant) above, or as otherwise expressly permitted in writing by West. Subscriber shall not reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code of the Products, their components, or any avenue by which Products are accessed. Subscriber shall not use Data (including printouts or downloaded Data) as a component of or as a basis for any material offered for sale, license or distribution to third parties.

b. Compliance with Applicable Law. Subscriber shall not use any Data and shall not distribute any Data to a third party for use in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation.

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

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

a. Regulated Data Restrictions

- i. Subscriber acknowledges that West provides Regulated Data to support Subscriber's own processes and decisions, and Subscriber should not deny any service or access based solely on Regulated Data provided through the Product or results provided by West. Subscriber is responsible for any denial of services or access and Subscriber will not deny such services or access without first conducting its own appropriate internal review in conjunction with its decision-making process.
- ii. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes, or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. § 1681b).

- iii. Subscriber acknowledges that access to Regulated Data, available through the Product, including but not limited to credit header Data, motor vehicle Data, driver license Data, and voter registration Data is regulated by state or federal laws, such as the Gramm Leach Bliley Act ("GLBA"), the Driver's Privacy Protection Act ("DPPA"), or other state or federal laws and regulations, or is subject to Contributor restrictions.
- iv. If Subscriber is permitted to purchase motor vehicle records ("MVR Data") from West, without in any way limiting Subscriber's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:
 - Subscriber shall not use any MVR Data provided by West, or portions of information contained therein, to create or update a file to the end that Subscriber develops its own source of driving history information.
 - As requested by West, Subscriber shall complete any state forms that West is legally or contractually obligated to obtain from Subscriber before serving Subscriber with state MVR Data.
- v. Subscriber agrees not to access Regulated Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to any Additional Terms, as defined in paragraph 5 (Additional Terms) below.
- vi. Subscriber represents and warrants that it is the end user of Regulated Data and shall limit use and dissemination of Regulated Data solely to the permissible uses stated by Subscriber in the application and online (Subscriber's "Permissible Use"). Subscriber agrees to keep confidential and shall not disclose any Regulated Data except to Subscriber employees in the United States of America whose duties reasonably require access to such Regulated Data to carry out Subscriber's Permissible Use.

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

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

d. Subscriber Responsibility for Use of Regulated Data. Subscriber recognizes that its access to and use of Regulated Data is contingent upon complying with its contractual obligations. Except as otherwise prohibited by law and without waiving any defenses to which it may be entitled, Subscriber is responsible for all damages due to (i) the

misuse of Regulated Data by Subscriber (or any other party receiving such Regulated Data from or through Subscriber); and (ii) Subscriber's breach of any representation, or warranty, or other provision of this Subscriber Agreement relating to its use of or purpose in using Regulated Data. This provision shall not be interpreted to impose on Subscriber liability for the actions of West.

4. Rights in Data. Except for the license granted in this Subscriber Agreement, all rights, title, and interest in the Product, including Data, in all languages, formats, and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and its Contributors.

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

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

7. Charges and Modification of Charges. Charges payable by Subscriber for access to Products ("Service Charges") will commence on the date West processes Subscriber's order. Service Charges will be as stated in an applicable Special Offer Amendment, or Order Form/Order Notification

to this Subscriber Agreement, the Schedule A Price Plan, or as otherwise agreed upon in writing by the parties. Schedule A rates may be modified upon at least 30 days prior notice to Subscriber in writing or online or pursuant to the terms stated on an applicable Order Form/Order Notification. Modification of any Service Charges pursuant to this paragraph 7 shall not be considered as an amendment to this Subscriber Agreement that permits termination pursuant to paragraph 13(ii) herein. Service Charges are exclusive of applicable sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days from date of invoice. If full payment is not made, Subscriber may be charged interest on any unpaid balance, not to exceed 1% per month.

8. Product Software and Internet Based Services.

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

b. Internet Based Services. Certain Products may be accessed via the Internet. Subscriber may use Data cached in Subscriber's local disk drive solely in support of its use of the Product via the Internet ("Internet Based Services"). Certain software used by Subscriber may not be capable of supporting Internet Based Services. The performance of Internet Based Services varies with the manufacturers' equipment with which it is used.

9. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SUBSCRIBER AGREEMENT, ANY SCHEDULE, OR LICENSE AGREEMENT, ALL PRODUCTS, DATA, SOFTWARE, AND INTERNET-BASED SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS, AND DELAYS.

10. Limitation of Liability. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S, ITS AFFILIATES, AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THE AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO PRODUCTS, DATA, SOFTWARE, OR INTERNET BASED SERVICES WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF SERVICE OR SOFTWARE CHARGES PAID BY SUBSCRIBER FOR THE INDIVIDUAL PRODUCT TO WHICH SUCH LIABILITY APPLIES DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST, ITS AFFILIATES, AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY TO USE PRODUCTS, DATA, SOFTWARE, OR INTERNET BASED SERVICES, OR ITS INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, ITS AFFILIATES, OR CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE

UPON DATA; OR (ii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERING DATA. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THE AGREEMENT EVEN IF WEST, ITS AFFILIATES AND/OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. NEITHER WEST NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO PRODUCTS AND DATA WILL BE UNINTERRUPTED, SECURE, COMPLETE, OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF PRODUCTS AND DATA ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS, AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA. THE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SUBSCRIBER AGREEMENT WERE MATERIAL FACTORS IN THE DETERMINATION OF SERVICE CHARGES.

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

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

13. Term and Termination. This Subscriber Agreement will become effective upon approval and acceptance by West in St. Paul, Minnesota, and will continue in force for the term set forth in an amendment or applicable Order Form/Order Notification to this Subscriber Agreement. Notwithstanding the foregoing, (i) West may terminate this Subscriber Agreement immediately upon giving written notice of termination to Subscriber if West reasonably believes that Subscriber's use of Data violates any applicable law or regulation or this Subscriber Agreement, or may result in a risk to public safety, including but not limited to the safety of private individuals; (ii) Subscriber may terminate the Agreement immediately upon giving written notice of termination to West after receiving notice of an amendment (as permitted under paragraphs 5 (Additional Terms) and 14 (Effect of Agreement)) which contains new terms that materially alter the terms of this Subscriber Agreement and are unacceptable to Subscriber; (iii) either party may terminate the Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Subscriber Agreement; or (iv) West may terminate the

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

14. Effect of Agreement. This Subscriber Agreement along with all applicable current and future Schedules, Additional Terms, license agreements, Special Offer Amendment to this Subscriber Agreement or applicable Order Form/Order Notification (if any), and the like (collectively, "Agreement") embodies the entire understanding between the parties with respect to the subject matter of the Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in the Agreement, West may amend the terms and conditions of this Subscriber Agreement by giving Subscriber at least 30 days prior written notice. Within 30 days of the receipt of such amendment, Subscriber may, at its option, request that the parties enter into good faith negotiations regarding the new amended terms and conditions. In the event the parties are not able to reach an agreement resulting in mutually agreeable alternative language for the amended terms and conditions within 30 days after the start of the negotiations, Subscriber may terminate this Subscriber Agreement as set forth in paragraph 13(ii) herein. Except as expressly set forth herein, any other amendment to the Agreement must be in writing and signed by both parties.

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

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

17. Choice of Law and Jurisdiction.

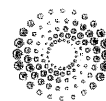
a. For Non-Government Subscribers Only. The Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of the Agreement and each party consents to the exclusive jurisdiction of such courts.

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

18. General Provisions. Neither the Agreement nor any part or portion may be assigned, sublicensed, or otherwise transferred by Subscriber without West's prior written consent. Should any provision of the Agreement be held to be void, invalid, unenforceable, or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of the Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in the Agreement are inserted for convenience only and do not constitute a part of the Agreement. West, as used herein, also applies to West Services Inc.

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

Schedule A to Subscriber Agreement



THOMSON REUTERS™

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

Available only to employees of state, county, and city government entities with 40 or fewer affiliated attorneys (up to 100 attorneys for Government Select products) accessing Westlaw® for government or legal services/legal aid purposes. Government entities are defined as executive, judicial, and legislative agencies, correctional facilities (behind the desk staff access), government law libraries (behind the desk staff access), and legal services/legal aid entities. Not available to educational institutions for academic purposes. Westlaw access by inmates of correctional facilities or patrons of government law libraries is STRICTLY PROHIBITED.

Plan 2 WestlawPRO for State and Local Government Agencies. Paragraphs 1 through 5 below set forth charges that apply to both Classic Westlaw and WestlawNext™ (next.westlaw.com). Not all Westlaw subscribers have access to WestlawNext.

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 charges ("Monthly 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 Charges. Monthly Charges for the WestlawPRO 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 Charges apply regardless of Subscriber's actual use. A listing of the current databases appears in the Westlaw Directory. Charges associated with the databases, Features/Products and services that are not part of the WestlawPRO Products elected by Subscriber will be billed in addition to the Monthly Charges at the rates set forth below ("Excluded Charges"). West may, at its option, make certain databases, Features/Products 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/Products or services are enhanced or released after the effective date of the Subscriber Agreement and the Order Form.

3. Training Charges

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

4. West Reporter Images

West Reporter Images \$20.00 per image
No offline transmission charges apply.

5. Rise of American Law

Rise of American Law – Time	\$33.33	per minute
Rise of American Law – Search	500.00	per transaction
Rise of American Law – Finds	300.00	per transaction
Rise of American Law – Images	300.00	per image

Plan 2 WestlawPRO Government for State and Local Government Agencies. Paragraphs 6 through 16 set forth the charges that apply to Classic Westlaw.

Upon accessing Classic 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.

6. Per Minute Charges

A. Per Minute Usage Charges	Per Minute Rate
i. Combination Databases	\$ 1.20
ii. Highlights Databases	3.28
iii. Basic Databases	3.93
iv. Westlaw Standard Databases	7.18
v. Westlaw Standard Databases-Codes	8.63
vi. Deluxe Databases	8.83
vii. Specialty Databases	9.03
viii. Premium Databases	9.78
ix. Allfile Databases	12.42
x. Multi-Search Databases	12.88
xi. Super Allfile Databases	15.53
xii. Select Databases	18.83
xiii. Super Premium Databases	18.83
xiv. Super Select Databases	15.90
xv. ResultsPlus Standard Databases	9.38
xvi. ResultsPlus Premium Databases	12.78
xvii. ResultsPlus Allfiles Databases	16.23
xviii. ResultsPlus Super Allfiles Databases	20.35
xix. ResultsPlus Select Databases	23.37
xx. ResultsPlus Super Premium Databases	24.67
xxi. Westlaw Tax Time Class Databases	9.48-26.88

Usage charges begin when Subscriber's password is transmitted and end when the session ends.

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

Communications charges begin when Subscriber's password is transmitted and end when the session ends - 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).

7. Transactional Charges

A.

i. Search Charges

Each search query will incur a search charge. Search charges range from \$0 to \$265 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

iii. **PeopleMap**

Search \$50.00 per transaction
Comprehensive Report 149.00 per report *
Core, Asset or Adverse Report 100.00 per report *
Document Find 25.00 per transaction
Graphical Expansion 25.00 per transaction
West Case Timeline 20.00 per transaction
Neighbors/Relatives (Past & Current) 5.00 per transaction
* includes search charges

B. Online Find Charges *

Charge Per Document

Find (Primary Law) \$8
Find (Secondary Law) 20
Find (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 (West Court Wires) 10
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

KeyCite™ \$6.25 per citation
RIA-Cite 6.25 per citation
West CiteAdvisor
Citation Formatter 45.00 per document
TOA Builder 45.00 per document
TOA Builder (with use of formatter) 34.00 per document
BriefTools
Links 30.00 per document
Flags 6.50 per citation

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

Reports Viewed \$75-\$300 per report viewed
Documents Viewed 5-600 per transaction

8. 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 and e-mail via Westlaw functionality, unless otherwise indicated.

	Rate Per Line	Rate Per Document
Westlaw Public Records Databases	\$.05	\$ 5
Briefs	.05	20
Selected databases	up to .65	up to 50
All other databases	.05	12.50

9. 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
Content Verification	.50

No offline transmission charges apply.

10. 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	9.00 per transaction
Continuous Clipping	12.00 per day per transaction
KeyRules Alert	6.00 per transaction
CapWatch	5.00 per transaction
WCW Newsletter Delivery	4.00 per transaction
Regulatory Topical Alerts	
Non-continuous clipping	0
Continuous Clipping	4.50 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.

11. 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
D&B Alert	Charge Per Entry \$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.

12. 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.