
MEMORANDUM

TO: ROGER G. ORR, CITY ATTORNEY 
FROM: DENISE M. FRENCH, OFFICE MANAGER 
DATE: NOVEMBER 28, 2011
SUBJECT: THOMSON WEST CONTRACT EARLY RENEWAL

Attached please find the Thomson West contract for your review and approval. With your approval, it will proceed to City Council for their consideration and approval.

This contract is for early renewal pricing and, if approved, must be completed before January 1, 2012. The current cost associated with Westlaw and the yearly subscriptions to various books (Federal, State and Local Court Rules, McQuillin Municipal Law Reports, etc.) \$19,181.24 per year with a yearly increase of five percent (5%). The proposed pricing eliminates certain books that are now available on-line and brings in new features which will greatly enhance the productivity of research, preparing briefs, and drafting pleadings. The proposed pricing totals \$18,804.95 with a yearly increase of three percent (3%). This pricing offers a savings of \$376.29. I have attached a copy of the comparison provided by our West Government Consultant.

Please see me if you need additional information.

/dmf
Attach.

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NOV 29 2011

City Manager's Office

Port St. Lucie City Attorney: Account Analysis and WestlawNext Proposal

Account Overview

Port St. Lucie City Attorney currently subscribes to a Westlaw.com plan licensed for up to 6 attorneys, which expires in early 2012. You also subscribe to a book library with West. You receive a 50% discount on your West book subscriptions due to the WestPack program that is available for Westlaw subscribers on 3 year agreements.

The object of this analysis and proposal is to identify your current content with West, to evaluate your usage and declined databases, and to outline costs for moving to the next generation of Westlaw, WestlawNext.

Westlaw.com: Current Content

National Primary Law
Florida Jurisprudence 2d, Florida Practice Series
Florida Municipal Library (Matthew's, McQuillan's)
West LegalEd Center (unlimited online CLE's)
Florida Public Employee Reporter
Results Plus (access to over 300 analytical databases)
Westlaw Employment and HR
Law Reviews and Journals
Real Property Module

Usage

Your overall Westlaw usage is very high. Since you started your current plan you used \$149,072 worth of Westlaw services, but your bill has been about \$26,497, giving you an effective 82.2% discount on Westlaw service due to your government flat rate plan.

Additional Content

Your new WestlawNext will add the following new content:

Florida Briefs Plus
Drafting Assistant (including West BriefTools, CiteAdvisor and Drafting Assistant)

WestlawNext

Westlaw Next

Introduced early last year, WestlawNext is a giant leap ahead in online legal research. WestlawNext offers a greatly improved research experience over your current Westlaw.com access.

WestlawNext allows you to search all of the databases on Westlaw at once, no more selecting a database. WestlawNext allows you to highlight and annotate documents on Westlaw and save them permanently in folders. You can then export and share entire research folders with your colleagues.

WestlawNext also features a dramatically improved searching algorithm that moves the most relevant documents to the top of your result list. WestlawNext features advanced filtering that quickly allows you to locate 4th DCA cases. Every research task you undertake will be dramatically easier and faster on WestlawNext.

Early Renewal Pricing

Renewing now for a new 36 month term, subject to budgetary out clause, will also allow you to avoid basing your next three year term with West on 2012 prices, which will inevitably be higher than prices are now in 2011. This will allow you to include more content in your plan, at a lower cost.

Your decision to discontinue McQuillan's in print, and the additional discounting of currently undiscounted print, will allow you to add WestlawNext, Florida Briefs, and Drafting Assistant while lowering your overall cost with West.

I can also offer lower yearly contract increases, of 3% compared to the normal 5% which will also save your office hundreds over the course of your agreement.

Port St. Lucie City Attorney

Current Books	Qty	Upkeep/Yr	Proposed Books	Qty	Upkeep/Yr
MCQUILLIN LAW OF MUNICIPAL CORP	1	\$1,720.75	UPDATED ONLINE		\$ 0.00
MCQUILLIN MUNICIPAL LAW REPORT	1	\$ 329.28	MCQUILLIN MUNICIPAL LAW REPORT	1	\$ 329.28
FL RULES OF COURT ST LOC FED	6	\$777.00	6 FL RULES STATE 1 FED 1 LOC	6	\$537.00
FL CRIMINAL LAW & RULES PAM SUB	1	\$ 71.50	FL CRIMINAL LAW & RULES PAM SUB	1	\$ 71.50
NORTON BANKRUPTCY CODE	1	\$ 157.00	NORTON BANKRUPTCY CODE	1	\$ 157.00
FEDERAL CIVIL RULES HANDBOOK SUB	1	\$ 65.75	FEDERAL CIVIL RULES HANDBOOK SUB	1	\$ 65.75
FL PRACTICE AND PROCEDURE (TRAWICK)	1	\$ 218.00	FL PRACTICE AND PROCEDURE (TRAWICK)	1	\$ 109.00
FL PRACTICE V1 EVIDENCE PAM SUB	1	\$ 207.00	FL PRACTICE V1 EVIDENCE PAM SUB	1	\$ 103.50
Total Current Books Per Year		\$3,546.28	Total Proposed Books Per Year		\$1,373.03
Current Westlaw.com			Proposed WestlawNext		
Government Select Westlaw.com		\$14,890.44	Government Select WestlawNext		\$17,431.92
% Westlaw.com Renewal		\$744.52			
Total Current Books & Westlaw		\$19,181.24	Total Proposed Books & WestlawNext		\$18,804.95

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 westlaw.com 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 WestlawPRO charges ("Monthly WestlawPRO Charges") to then-current rates for each attorney employed by Subscriber, change Subscriber to another price plan or, in the alternative, terminate the Westlaw password(s) used by a person other than the person to whom it is issued.

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

3. Training Charges

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

4. West Reporter Images

West Reporter Images \$16.00 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 westlaw.com.

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

Usage charges begin when Subscriber's password is transmitted and end when 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 \$230 per search. The search charge applicable to each database is available in the SUBSCRIBER Database. For sales tax purposes only, a percent of each search charge is allocated to communications.

Search charges for multiple database searches are discounted as follows:

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

ii. Westlaw Legal Calendaring \$20.00 per transaction

13. Dockets Charges

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

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

* Limit of 99 alerts/tracks per password

14. PDF Charges

Attorney Medical Advantage	\$225.00	per image
Blaussen Medical Illustration		
Standard Collection	250.00	per image
Premier Collection	275.00	per image
Experian Reports	8.00-44.95	per report
Briefs/Trial Docs/State Surveys	65.00	per image
DE Chancery Docket	65.00	per image
Deed Image	25.00	per image
Dockets PDF	4.00	per image
Expert Witness/Courtroom Transcripts	65.00	per image
Legal Due Diligence Reports	200.00	per image
Investext	9.95	per page
Real Property Parcel Maps	15.00	per image
Patent Image	3.00	per image
ResultsPlus Investext	14.95	per 1 st page
(Each additional page)	9.95	per page

No offline transmission charges apply.

15. West Batch Processing

Charges of \$.05 - \$2.00 per row shall apply in lieu of per minute or transactional charges. Any users of West Batch Processing must be credentialed prior to accessing.

16. Westlaw Doc & Form Builder

Westlaw Doc & Form Builder \$10.00-\$95.00 per document

Plan 2 WestlawPRO for State and Local Government Agencies. Paragraphs 17 through 22 below set forth charges that apply to WestlawNext. Not all content and Features are accessible via WestlawNext.

Upon accessing next.westlaw.com, a user may elect either per minute or transactional billing in Preferences. Such billing election will be effective for all subsequent sessions unless the election is changed. The SUBSCRIBER link in the Tools tab lists the per minute, transactional and offline transmission charges for a multiple content categories.

17. Per Minute Charges

- A. Home, Content and Topical Pages \$4.00 per minute
- B. Viewing a Search Result List \$8.00 per minute
- C. Per Minute Charges for Viewing Full Text Documents
Range from \$9.34 per minute to \$45.34 per minute.
- D. Communications Charges \$.22 per minute

Communications charges apply to sessions when per minute billing is selected. They begin when a password is transmitted and end when the session ends - they apply to the entire WestlawNext session.

18. Transactional Charges

- A. Search Charges \$48 per search
Each search query will incur a search charge.
- B. Document Display Charges
Range from \$9 to \$104 per document

Each document display will incur a transactional charge. No offline transmission charges apply.

C. Online Citation Checking Charges

KeyCite \$9.00 per citation

D. Docket Charges

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

Document Display	\$9.00	per document
Docket PDF	\$4.00	per image
Document Update	\$2.00-\$8.00	per document
DE Court of Chancery PDF	\$69.00	per image
View Document from Alert	\$5.00	per document

* See Pricing Guide for additional details.

19. Forlding

Documents in folders may be accessed at no charge for 12 months after the initial chargeable view. In transactional billing sessions, the initial chargeable view occurs the first time a document is viewed inside or outside of a folder. For hourly billing sessions, the initial chargeable view occurs the first time a document is viewed within a folder. This initial chargeable view will be charged at the applicable transactional document display charge. Documents viewed in a folder after 12 months will incur the then current WestlawNext transactional document display charge. Hourly billing (including Communications Charges) is suspended while browsing folders.

20. WestlawNext Access Charges

Search	\$10	per search
Document Display	\$5	per document display
KeyCite	\$2	per citation

WestlawNext Access Charges will be billed in addition to WestlawNext charges, for those Subscribers that access WestlawNext and have not purchased a WestlawNext subscription, These charges will be billed on a transactional basis for hourly and transactional sessions.

21. Offline Transmission Charges

A user may elect either per line or per document offline transmission billing in Preferences. 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 e-mailing via WestlawNext functionality for hourly billing sessions, unless otherwise indicated.

Per line charges range from \$0.04 to \$0.08

Per document charges range from \$10.00 to \$25.00

22. PDF Charges

Briefs	69.00	per image
Trial Docs/State Surveys	69.00	per image
Expert Witness/Courtroom Transcripts	69.00	per Image

No offline transmission charges apply.

Subscriber Agreement for Westlaw® and CD-ROM Libraries

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

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

2. License.

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

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

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

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

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

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

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

4. West Software and Internet Based Services.

(a) **West Software.** West may make available to Subscriber, on a subscription basis, software for use in connection with Westlaw ("Westlaw Software") or to access third party gateway services and certain Westlaw Features not available when accessing Westlaw with CD-ROM software ("CD-ROM Software") including, but not limited to PREMISE®, LawDesk and Folio® used to access the Libraries). Subscriber hereby subscribes to Westlaw Software and CD-ROM Software (collectively "West Software") and updates and accompanying documentation as indicated on the Order Form. West Software will be licensed under a license agreement, which will accompany the West Software. By using the West Software (including each update) and taking such other action as may be referenced in the license agreement as constituting acceptance, Subscriber agrees to be bound by the terms and conditions of the accompanying license agreement. If Subscriber does not so agree, Subscriber must return any tangible copies of the West Software in its possession or control.

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

5. **Charges and Modification of Charges.** Charges payable for access to Westlaw ("Westlaw Charges") will be as stated on the Order Form and the applicable Schedule A or as otherwise agreed upon in writing by the parties. Westlaw Charges shall commence on the date Subscriber first accesses Westlaw or any Feature or as otherwise stated on the Schedule A or Order Form. Westlaw Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online or pursuant to the terms stated on the Order Form (for the Monthly WestlawPRO Charges associated with the WestlawPRO products elected by Subscriber on the Order Form). The charges currently payable by Subscriber for each Library are as set forth on the Order Form ("CD-ROM Charges"). CD-ROM Charges also include, without limitation, charges for Library additions and Features introduced after the effective date of this Agreement. CD-ROM Charges will be determined by West and may be modified at any time without notice. Modification of any charges shall not be considered as an amendment to this Agreement that permits termination of this Agreement pursuant to paragraph 12 (ii) herein. All charges are exclusive of sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days from date of invoice. If full payment is not made, Subscriber may be charged up to the maximum legal interest on the unpaid balance.

6. Usage Restrictions and Information Protection.

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

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

(b) **Protection of Personal Information.** West and Subscriber acknowledge that both parties may be required to comply with various privacy and security requirements, including but not limited to those set forth in paragraph 4.a. above, the European Union Directive on Data Protection (95/46) and all other applicable legal directives and applicable industry standards (collectively "Privacy Laws") pursuant to which each party wishes to obtain certain undertakings from the other with regard to the use and protection for the Personal Information of either party. For purposes of this Agreement, "Personal Information" shall refer to, without limitation, the following types of information: name, address, e-mail address, age, date of birth, telephone number, fax, social security number or equivalent or similar government identification numbers, credit/debit card information, bank account information, logins, passwords, or medical or health records of an identifiable human being. Each party shall be responsible for any collection, access, use and disclosure of Personal Information subject to this Agreement. Without limiting the foregoing, each party shall employ appropriate administrative, physical, and technical safeguards in order to sufficiently protect the Personal Information and any information assets and resources in question. Each party shall promptly notify the other of any event that may result in the unauthorized collection, access, use, or disclosure of Personal Information subject to this Agreement ("Information Protection Incident"). The parties shall make reasonable efforts to assist one another in relation to the investigation and remedy of any such Information Protection Incident and any claim, allegation, action, suit, proceeding, or litigation with respect to the unauthorized access, use, or disclosure of Personal Information. Furthermore, any access to or use of Personal Information must be in accordance with all applicable law. No individual shall access records that require a permissible purpose unless such a purpose exists for such individual. For purposes of its obligations hereunder, any acts or omissions by the personnel of each party shall also be deemed to be the acts or omissions of West and/or Subscriber, respectively.

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

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

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

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

10. **Limitation of Claims.** Except for claims relating to Westlaw Charges or CD-ROM Charges, or improper use of the Deliverables, no claim, regardless of form, which in any way arises out of this Agreement may be made, nor action based upon such claim brought under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

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

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

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

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

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

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



Order Notification

A Thomson Reuters business

Contact your representative devan.spinelli@thomsonreuters.com with any questions. Thank you.

Order ID: 269786

Subscriber Information

Account Address:

Account #: 1003019381
PORT ST LUCIE CITY ATTORNEY
DENISE FRENCH
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE, FL 34984
US
7728715163

Shipping Address:

Account #: 1003019381
PORT ST LUCIE CITY ATTORNEY
DENISE FRENCH
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE, FL 34984
US
7728715163

Billing Address:

Account #: 1003019381
PORT ST LUCIE CITY ATTORNEY
DENISE FRENCH
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE, FL 34984
US
7728715163

Payment and Shipping Information

Payment Method:

Payment Method: WestAccount
Account Number: 1003019381

Shipping Information:

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

Additional Information

Created By: 0079520
Order Source: 27
Revenue Channel: 01
Order Date: 11/22/2011 9:00:56 PM
P.O. Number:

Order Contact Information

First Name	Last Name	Email Address	Contact Description	Contact Number
Denise	French	DeniseF@cityofpsl.com	Order Confirmation Contact	28
Denise	French	DeniseF@cityofpsl.com	Primary Password Contact	24

Internal Comments

- OF Ver:<https://ordermation.west.thomson.com/esigs/ofversion.aspx?ordergroupid=56a8c828-eb10-45a8-8e4f-7b42410f2c9d>
- Worksheet:<https://ordermation.west.thomson.com/esigs/of.aspx?pordergroupid=8b32807f-c930-48c3-ae4c-ee77d11854e7>

New Products - WestlawPRO/CD/WLEC/Other

Qty	Product	Material ID
1	Government Select Level 1 States (WestlawNext™) (Banded)	40988738

Modules to include in Custom PRO:

Material ID	Description
40982461	Primary Law with KeyCite®: All — Florida (WestlawNext™)
40981238	Advanced Employment Practice (WestlawNext™)
40981520	All Primary Law (WestlawNext™)
40981791	Analytical Library Florida (WestlawNext™)
41134276	Drafting Assistant with West Case Notebook Research Only
40982105	Law Reviews & Journals (WestlawNext™)
40981650	Municipal Law Practitioner Core — Florida (WestlawNext™)

40992461 Public Employee Reporters Florida Library (WestlawNext™)
 40981296 Real Property (WestlawNext™)
 41024657 Related Documents (WestlawNext™)
 40980486 State Briefs Plus — Florida (WestlawNext™)
 40519199 West LegalEdcenter®

Existing Subscriptions to include in WestPack:

Qty	Product	Material ID
1	FEDERAL CIVIL RULES HANDBOOK SUB	12370848
1	FL COURT RULES STATE, FEDERAL AND LOCAL PAMPHLETS VOLUMES I-III SUB	40485902
1	FL CRIMINAL LAW & RULES PAM SUB	21046345
1	FL PRACTICE AND PROCEDURE (TRAWICK) SUB	40120583
1	FL PRACTICE V1 EVIDENCE PAM SUB	17168076
1	MCQUILLIN MUNICIPAL LAW REPORT NEWSLETTER SUB	13515825
1	NORTON BANKRUPTCY CODE AND RULES 2D SUB	13515965

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

Monthly WestlawPRO Charges are billed on the date West processes Subscriber's order and continue for the minimum term of complete calendar months set forth below ("Minimum Term"). Subscriber also agrees to maintain all subscriptions to the WestPack print products (new and/or existing as set forth above) during the Minimum Term and the charges for Subscriber's WestPack print products (both initial print charges ("Initial WestPack Charges") and print subscription services charges ("WestPack Subscription Charges") shall be billed as set forth herein. Upon conclusion of the Minimum Term, Monthly WestlawPRO Charges WestPack Subscription Charges are billed thereafter at up to then-current rates.

Minimum Term of **36 months** Monthly WestlawPRO Charges and **WestPack Print - 50% Discount** WestPack Print Products (new and existing) Monthly PRO Charges for the second 12 months not to increase by more than **3%** over the Monthly WestlawPRO Charges for the initial 12 months and the Monthly WestlawPRO Charges for the third 12 months not to increase by more than **3%** over the Monthly WestlawPRO Charges for the second 12 months.

NON-GOVERNMENT SUBSCRIBERS ONLY:

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

GOVERNMENT CUSTOMERS ONLY:

Upon conclusion of the WestlawPRO Minimum Term, Monthly WestlawPRO Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Minimum Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

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

User	End Date	Position	Email
Beskovoynne, Stefanie		ATTORNEY	
Bollinger, Betty		NON-ATTORNEY/BUS PRO	
Collins, Milton		ATTORNEY	
French, Denise		CLEAR ADMIN CONTACT	
Goldstein, Azlina		ATTORNEY	
Hakim, Pamela		ATTORNEY	
Hernandez, Marlene		NON-ATTORNEY/BUS PRO	
Hamp, Robin		Paralegal	
Orr, Roger		ATTORNEY	
Taylor, Gabby		ATTORNEY	DeniseF@cityofpsl.com
Walker, Lira		PARALEGAL	

WLEC Passwords:

User	Type	Position	Email	Prac Area 1	Juris 1	Prac Area 2	Juris 2r
French, Denise	WLEcAdmin	Non-Attorney	DeniseF@cityofpsi.com	Government Torts	Florida		

Qty	Product	Material ID	Program Details	Program Codes	List Price	Other	Net Price
5	Florida Rules of Court - State, 2011 Revised ed. (Vol. I, Florida Court Rules)	15343623	545208-WestPack New Prnt Disc	545208	\$98.00	50%	\$245.00

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

This product is part of a Westlaw Pro/WestPack.

Tied to Product: **40988738**

Order Subtotal:	\$245.00
*Shipping:	FREE
* Estimated Tax:	TBD
Order Total:	\$245.00
Products Under 36 month contract term:	\$1,540.70
** Billed Monthly Total:	\$1,540.70

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

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

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

Lapse Subscriptions

Active Subscriptions to Lapse	Contract Number	Material ID
FL PUBLIC EMPLOYEE REPORTERS	0115129090	40539918
WESTLAW ANALYTICAL LIBRARY - FL	0115084569	30302365
FL MUNICIPAL PRACTITIONER CORE	0115084581	40456903
GOVERNMENT GC-ALL PRIMARY LAW MODULE	0115084580	40443517
CUSTOM PRO WLEC MODULE	0115084583	40519198
RESULTSPLUS ACCESS METHOD	0115084574	40362001
WESTLAWPRO WITH KEYCITE ALL - FL	0115084573	40043513
WESTLAW SELECT	0115084585	40583983
WESTLAW LAW REVIEWS & JOURNALS	0115084571	30302837
WL PRO GENL CNSL REAL PROPERTY	0115084578	40422229
WESTLAW GC EMPLOYMENT & HR MODULE	0115084576	40422151

Subscription Service, Passwords and West km Software. Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers licensing only LiveNote/Case NoteBook/Timeline/Publisher Software will not be issued Westlaw passwords. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all Subscriber's authorized users. Subscriber's Westlaw Doc & Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc & Form Builder subscription, related to Westlaw Doc & Form Builder Data of Subscriber that is stored on West servers will be destroyed within 180 days of such termination.

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

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

Additional Contract Information

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

If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates).

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

Signature for Order ID: 269786

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

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

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

1. License.

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

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

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

2. Use of West LegalEdcenter Content

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

3. Westlaw

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

4. Subscriber Privacy and Information

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

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

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

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

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

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

f. Use of Subscriber Data by West.

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

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

6. westlegaledcenter.com.

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7. Disclaimer of Warranties and Limitation of Liability.

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

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

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

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

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

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

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

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

Subscriber

Signature _____

Name (please print) _____

Title _____

Date _____

Firm Name _____

Address _____

Contact _____

Telephone _____

Sales Representative _____