

Memorandum

To: Board of Finance
From: Eileen Blackwood, City Attorney
Re: Contract for legal research tools
Date: November 7, 2013

Currently, the City Attorney's Office is concluding the second year of a three-year contract with Thomson Reuters for legal research tools, including several books and online services (Westlaw). The Office does not, however, have a case management system, such as is commonly used now in most law firms. Robust case management systems are rather expensive, however, and primarily geared to private law firms. Thomson Reuters has a less robust service known as Concourse that would allow us to organize email, documents, and research on a particular matter in one place and share information between our internal teams and external counsel we work with. Most importantly, the company has found a pricing mechanism to roll that service into our current plan in a way that ends up saving us a small amount of money on a monthly basis—if we agree to a new three-year contract.

The new contracts are attached for your review.

The new print contract would provide us with the same four print subscriptions we currently have, but locked in at a monthly price of \$283.78 per month, with no more than a 5% increase at the end of the first year and another 5% at the end of the second. Currently, we pay a variable amount each month, depending on how many updates are issued; estimated to be about \$352 a month.

In addition, the new online contract would provide us with the same online sources we currently have, plus the Concourse service and another service known as PeopleMap that would allow us to do searches for individuals across a number of databases (to find people who owe municipal tickets and may have left without forwarding addresses, for example). The monthly cost would be \$1,664.98 the first year with a 3% increase each year. As of Nov. 1 under our current contract we pay \$1,633.68 per month.

The new contracts would therefore result in a savings of approximately \$36.92 a month in 2013-14, but most importantly would gain us an opportunity for organizational efficiencies.

The City Attorney's Office is seeking approval from the Board of Finance to enter into a three-year contract (effective November 1, 2013, to October 31, 2016) with Thomson Reuters for print and online legal research tools.



THOMSON REUTERS™

Order Notification

Contact your representative james.hanggi@thomsonreuters.com with any questions. Thank you.Order ID: **480852**

Subscriber Information

Account Address:

Account #: **1000736395**
BURLINGTON CITY ATTORNEY
CITY HALL
149 CHURCH ST RM 11
BURLINGTON, VT 05401
US
802-865-7121

Shipping Address:

Account #: **1000736395**
BURLINGTON CITY ATTORNEY
CITY HALL
149 CHURCH ST RM 11
BURLINGTON, VT 05401
US
802-865-7121

Billing Address:

Account #: **1000736395**
BURLINGTON CITY ATTORNEY
CITY HALL
149 CHURCH ST RM 11
BURLINGTON, VT 05401
US
802-865-7121

Payment and Shipping Information

Payment Method:Payment Method: **WestAccount**Account Number: **1000736395****Shipping Information:**Shipping Method: **FREE Ground Shipping - U.S. Only**

Additional Information

Created By: **0074622**Order Source: **27**Revenue Channel: **01**Order Date: **9/11/2013 10:18:53 AM**

P.O. Number:

Order Contact Information

First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
Eileen	Blackwood	eblackwood@burlingtonvt.gov		Order Confirmation Contact	28

Internal Comments

- Worksheet West Complete: <https://ordermation.west.thomson.com/esigs/of.aspx?pordergroupid=78466e5d9d50439787dc2221cc7ebe67&pfv=true>
- OF Ver: <https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=f4b15f0d3aba4067bbd50a4f30e058c7&isofview=yes>

New Products - Print

Qty	Product	Material ID	Program Details	Program Codes	List Price	Other	Net Price
1	West Complete Library	40666420	Gov WP to WCMP 601817O76373	601817O76373	Monthly: \$283.78		Monthly: \$283.78

Existing Subscriptions to include in West Complete:

Qty	Material ID	Description
1	13515834	MCQUILLIN LAW OF MUNICIPAL CORPORATIONS SUB
3	40272253	VT COURT RULES STATE AND FEDERAL VOLUMES I-II SUB

Monthly West Complete Print Charges are billed on the date West processes Subscriber's order and continue for the term of complete calendar months elected by Subscriber above ("Minimum Terms"). If Subscriber elects to terminate any of its West Complete Print products during the Minimum Term, the Monthly West Complete Print Charges will not be adjusted. Upon conclusion of the Minimum Term, the West Complete Print Charges will automatically renew for consecutive 12-month periods (Renewal Term), and the Monthly West Complete Print Charges for the Renewal Term(s) 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 West Complete Print Charges 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. Subscription service may consist of updates and/or supplements to the service, including but not limited to: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials. Subscriber hereby requests that West provide subscription services for the herein-described products, billed as set forth above

36 MONTH WEST COMPLETE PRINT MINIMUM TERM - Subscriber agrees to commit to a Minimum Term of 36 complete calendar months and the Monthly West Complete Print Charges for the second 12 months not to increase by more than 5% over the Monthly West Complete Print Charges for the initial 12 months and the Monthly West Complete Print Charges for the third 12 months not to increase by more than 5% over the Monthly West Complete Print Charges for the second 12 months.

Order Subtotal: N/A

+Shipping: FREE

*** Estimated Tax:** TBD

Order Total: \$0.00

Products Under 36 month contract term: \$283.78

* 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.

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 and Form Builder subscription, West will provide Subscriber access to and the ability to export related Westlaw Doc and Form Builder Data for 180 days at no charge. After a commercially reasonable time has passed, but no less than 180 days after the termination of this agreement, West will delete such Westlaw Doc and Form Builder Data.

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. 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. Usage Cap for CLEAR Subscribers: In the event Subscriber's actual charges during a month exceed by more than ten times the then-current Monthly Guarantee, West may limit access to live gateways for the remainder of the month.

General Provisions for Government Subscribers Only. This Order Form is subject to approval by West in St. Paul, Minnesota, 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 is non-transferable. Transportation and handling (FOB origin) will be added to print products. Usage Cap for CLEAR Subscribers: In the event Subscriber's actual charges during a month exceed by more than ten times the then-current Monthly Guarantee, West may limit access to live gateways for the remainder of the month.

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. Charges for Westlaw and West LegalEdcenter products are non-refundable.

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

Signature for Order ID: 480852

<hr/>	
Signature of Authorized Representative for order	Title
<hr/>	<hr/>
Printed Name	Date
<hr/>	<hr/>

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West Complete Addendum for Customer Signature

Customer Account Address:

Account #: 1000736395
BURLINGTON CITY ATTORNEY
CITY HALL
149 CHURCH ST RM 11
BURLINGTON
VT
05401
US
802-865-7121

Print Titles Selected

MCQUILLIN LAW OF MUNICIPAL CORPORATIONS SUB
VT COURT RULES STATE AND FEDERAL VOLUMES I-II SUB
VT STAT ANNO SUB
VT DIGEST SUB

Exist	New
1	0
3	0
3	0
1	0

Signature:_____

Date:_____



BURLINGTON CITY ATTORNEY #1000736395



THOMSON REUTERS BUSINESS REVIEW
September 2013 update



THOMSON REUTERS

WESTLAWNEXT: Plan Content & Pricing

WestlawNext Government Select	\$1,555.89/month* 5 Attorneys + 5 non-attorneys Renewal Date 11/1/2014
➤ All Analytical Library	➤ All Primary Law
➤ Corpus Juris Secundum	➤ Vermont Municipal Law Practitioner Counselor
➤ Vermont State Civil Trial Court Orders	➤ Treatises and Forms

*5% anniversary increase is scheduled to occur on 12/1/2013, per your subscription agreement

PROPOSAL FOR BURLINGTON CITY ATTORNEY

CURRENT PLAN – NOV 1, 2013 - OCT 31, 2014	\$19,604.16	\$1,633.68/MONTH		
ESTIMATED* ANNUAL BOOK SPEND	\$4,224.00	*BOOKS TYPICALLY INCREASE 12-15% PER YEAR		BOOKS ON SUBSCRIPTION
TOTAL	\$23,828.16			•MCQUILLIN MUNI CORP
				•VT COURT RULES (3 COPIES)
				•VT DIGEST
				•VT STAT ANNO (3 COPIES)
PROPOSAL				
CURRENT PLAN + ALL NEWS + PEOPLE MAP + CONCOURSE	\$19,980.00	\$1,665/MONTH...3% YEAR OVER YEAR INCREASES		
BOOK SPEND WITH MONTHLY DISCOUNT	\$3,405.36	\$283.78/MONTH...5% YEAR OVER YEAR INCREASES		
TOTAL	\$23,385.36			
SAVINGS: \$442.80				

THOMSON REUTERS CONCOURSE Matter Room

MATTER ROOM

In a secure, cloud-based environment that is accessible wherever you have Web access, *Concourse Matter Room* enables you to easily organize your matters, upload emails and documents, collaborate with internal teams and external participants, review and annotate work product, and keep track of important tasks. It connects you to what matters: people, documents, research, emails, and more.

- Matter-Based Collaboration Space
- Powerful Thomson Reuters Searching Across Matters
- Integration with the Tools You Use Every Day
- Secure, Mobile Access from an iPad® or Other Tablet Device

THOMSON REUTERS CONCOURSE Select Product

Last updated April 25, 2013 10:35 AM

Organization Resources

City of Mayberry Law Department

Links

- International Municipal Law Association
- Library of Congress
- GSA
- ABA Public Sector Division
- Sales Force Concourse Buzz Room

Legal Research

All Content

Enter search

Jurisdiction: VA (State & Fed.) | Change

View All WestlawNext History

Matter Status

19 Open Matters

2 Closed Matters

Tasks

All Open (4)

- File Motion
County of Ramsey- FMLA | 02-1977
February 19, 2013
- Summary Judgment
County of Ramsey- FMLA | 02-1977
February 22, 2013
- Kristin- please do ...
Request for opinion | 2013-1111
April 10, 2013
- MICHAEL contact Expert to schedule Depo
Fish House | 03 13 2013
April 10, 2013

Matters by Area of Law

19 Open Matters

Status Notes

Kris Wendorff March 12, 2013 11:48 AM
Arraignment NG PreTrial 5/25/2013
State v. Johnson

Kris Wendorff March 11, 2013 4:20 PM
Women's golf league challenging amount of tee time available to them as compared to Men's league; Parks Director seeks advisory...
Golf Course Access Opinion

Kris Wendorff March 6, 2013 4:29 PM
notices of lis pendens to Sheriff for service 2/27/2013; check status
Warren County Public Works Eminent Domain

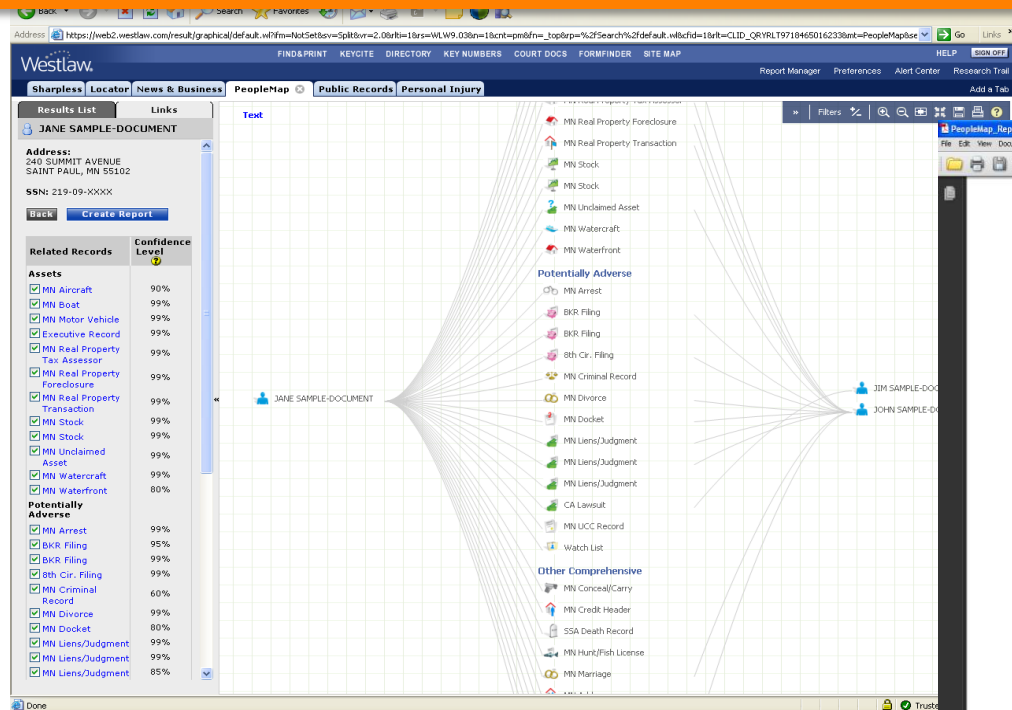
Kris Wendorff March 6, 2013 4:17 PM
Road widening re-started Spring 2013. Reactivating process.
Scott County - Eminent Domain

PeopleMap

The tool that **quickly** determines relevant **information** about **people** and their **connections** analyzing more than a **billion public records** and determine relationships

Includes a **graphical display** that allows you to view **underlying documents**, **expand your research**, and **filter relevant records**

Customizable reports in professional, usable format



As of 3/23/2009 4:55:30 PM

JANE SAMPLE-DOCUMENT
240 SUMMIT AVENUE
SAINT PAUL, MN 55102

SSN: 219-09-XXXX
(SSN was assigned in MD in 1934-1951)

Permissible Use(s)	
Permissible Use Selection - Use in compliance with federal, state or local laws, rules & other legal - GLB	
Permissible Use Selection - Use in connection with any legal proceeding or legal research - DPPA	
Permissible Use Selection - Use in connection with a non-commercial purpose - VOTERS	

Name Variations	
JANE S DOCUMENT	

Previous/Other Addresses	
610 OPPERMAN DRIVE	EAGAN, MN 55123

Death Records		
Death Record	Date of Birth: 01/01/1951	Confidence Value 80%
	Date of Death: 01/03/2009	

Real Property Records		
Real Property Tax Assessor Record	610 OPPERMAN DRIVE EAGAN, MN 55123	Total Value: \$139,261 Tax Year: 2000
Real Property Transaction	610 OPPERMAN DR EAGAN, MN 55123	Sale Amount: \$175,675

Your Thomson Reuters Account Team

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Jim Hanggi

Government and Education Consultant
Direct Dial: 651-244-2119
1-800-328-9352, ext. 4-2119
james.hanggi@thomsonreuters.com

WESTLAW, WestlawNEXT, CLEAR,
SOFTWARE, BOOKS



Kris Wendorff, JD

Account Manager
Direct Dial: 651-244-2254
1-800-328-9378, ext. 4-2254
kris.wendorff@thomsonreuters.com

ACCOUNT MANAGEMENT & TRAINING

FOR HELP WITH LEGAL RESEARCH:

West Reference Attorneys:

- Call 1-800-REF-ATTY (1-800-733-2889), support available 24 hrs., 7 days a week
- Or email:
west.referenceattorneys@thomson.com

FOR HELP WITH BILLING & ACCOUNT QUESTIONS:

*Customer Service: 1-800-328-4880,
Monday-Friday, 6 a.m. to 6 p.m. MT

FOR HELP WITH TECHNICAL ISSUES:

*Technical Support 1-800-WESTLAW
(1-800-937-8529)





THOMSON REUTERS™

Order Notification

Contact your representative james.hanggi@thomsonreuters.com with any questions. Thank you.

Order ID: **482395**

Subscriber Information

Account Address:

Account #: **1000736395**
BURLINGTON CITY ATTORNEY
CITY HALL
149 CHURCH ST RM 11
BURLINGTON, VT 05401
US
802-865-7121

Shipping Address:

Account #: **1000736395**
BURLINGTON CITY ATTORNEY
CITY HALL
149 CHURCH ST RM 11
BURLINGTON, VT 05401
US
802-865-7121

Billing Address:

Account #: **1000736395**
BURLINGTON CITY ATTORNEY
CITY HALL
149 CHURCH ST RM 11
BURLINGTON, VT 05401
US
802-865-7121

Payment and Shipping Information

Payment Method:

Payment Method: **WestAccount**
Account Number: **1000736395**

Shipping Information:

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

Additional Information

Created By: **0074622**
Order Source: **27**
Revenue Channel: **01**
Order Date: **10/29/2013 1:54:08 PM**
P.O. Number:
Additional Data B: **5**

Order Contact Information

First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
Eileen	Blackwood	eblackwood@burlingtonvt.gov		Order Confirmation Contact	28
Eileen	Blackwood	eblackwood@burlingtonvt.gov		Primary Password Contact	24
Eileen	Blackwood	eblackwood@burlingtonvt.gov		Quickview Contact	Quickview

Internal Comments

- Worksheet Custom Pro:<https://ordermation.west.thomson.com/esigs/of.aspx?ordergroupid=516c2721fdd444be902459c5376e2207&pfv=true>
- OF Ver:<https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=51dc56925948491ea6f864585c040f3e&isofview=yes>

New Products - WestlawPRO/CD/WLEC/Other

Qty	Product	Material ID
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1 Government Select Level 2 States (WestlawNext™;) (Banded)

40988759

Modules to include in Custom PRO:

Material ID	Description
40982575	Primary Law with KeyCite®: All — Vermont (WestlawNext™;)
40982967	Corpus Juris Secundum® (WestlawNext™;)
40980419	All Analytical Library (WestlawNext™;)
40981520	All Primary Law (WestlawNext™;)
41556709	CNC Concourse Matter Room Module For Government
40981747	Municipal Law Practitioner Counselor — Vermont (WestlawNext™;)
40992483	PeopleMap Comprehensive Content & Report (WestlawNext™;)
40985356	State Civil Trial Court Orders — Vermont (WestlawNext™;)
41050436	Treatises And Forms Government Select (WestlawNext™;)

Existing Subscriptions to include in Westlaw Pro/WestPack:

Qty	Product	Material ID
1	MCQUILLIN LAW OF MUNICIPAL CORPORATIONS SUB	13515833
3	VT COURT RULES STATE AND FEDERAL VOLUMES I-II SUB	40272251
1	VT DIGEST SUB	21035459
3	VT STAT ANNO SUB	40614215

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

Monthly charges ("Monthly 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 herein) during the Minimum Term and the charges for Subscriber's WestPack print products (both initial print charges ("Initial WestPack Charges") and print charges and charges for CD-ROM products ("WestPack Subscription Charges")) shall be billed as set forth herein. Upon conclusion of the Minimum Term, charges for CD-ROM products and charges for WestPack Subscriptions are billed thereafter at up to then-current rates.

Subscriber agrees to commit to a Minimum Term of **36 months** Monthly Charges and **WestPack Print - 50% Discount** WestPack Print Products (new and existing) Monthly for the second 12 months not to increase by more than **3%** over the Monthly Charges for the initial 12 months and the Monthly Charges for the third 12 months not to increase by more than **3%** over the Monthly 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 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 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 any product shall be governed by the respective Subscriber Agreement.

GOVERNMENT CUSTOMERS ONLY:

Upon conclusion of the WestlawPRO Minimum Term, Monthly Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly 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 any product shall be governed by the respective Subscriber Agreement.

5 attorneys (partners, shareholders, associates, contract or staff attorneys of counsel and the like), corporate users, or 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
Bergman, Eugene		ATTORNEY	ebergman@burlingtonvt.us
Blackwood, Eileen		ATTORNEY	eblackwood@cf.burlington-vt.us
Haesler, Richard		ATTORNEY	RHaesler@BurlingtonVT.Gov
Jones, Lisa		PARALEGAL	
Meyer, Gregg		ATTORNEY	

Order Subtotal:	N/A
* Estimated Tax:	TBD
Order Total:	\$0.00
Products Under 36 month contract term:	\$1,664.98
** Billed Monthly Total:	\$1,664.98

* 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
WESTLAW SELECT	0117272704	40988666
GOVERNMENT GC ALL PRIMARY LAW MODULE	0117272712	40973997
MUNICIPAL LAW PRACTITIONER COUNSELOR VT	0117272715	40974541
TREATISES AND FORMS GOVERNMENT SELECT MODULE	0117272724	41050405
VT STATE CIVIL TRIAL COURT ORDERS	0117272721	40979593
WESTLAW ALL ANALYTICAL LIB 2000	0117272709	40973477
WESTLAWPRO CJS	0117272706	40974243
WESTLAWPRO WITH KEYCITE ALL VT	0117272718	40973874

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 and Form Builder subscription, West will provide Subscriber access to and the ability to export related Westlaw Doc and Form Builder Data for 180 days at no charge. After a commercially reasonable time has passed, but no less than 180 days after the termination of this agreement, West will delete such Westlaw Doc and Form Builder Data.

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

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>)

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 Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement and Schedule A and this Order Form.

Signature of Authorized Representative for order

Title

Printed Name

Date