

GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER		PAGE <div style="text-align: right;">1 of 19 ²⁰³</div>	
2. TASK ORDER AGREEMENT NO. CW33526		3. Award/Effective Date May 01, 2015		4. CONTRACT NUMBER FEDLINK/LC14C7139		5. SOLICITATION NUMBER Doc191772	
7. FOR SOLICITATION INFORMATION CONTACT: Email: samira.davis@dc.gov		A. NAME Samira Davis		B. TELEPHONE (No Collect Calls) 202 727 2354		6. SOLICITATION ISSUE DATE 01.27.2015	
9. ISSUED BY Office of Contracting and Procurement Information Technology Group 441 4 TH Street NW, Suite 700S Washington, D.C. 20001				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input checked="" type="checkbox"/> COG Rider SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> N/A	
						12. PAYMENT DISCOUNT TERMS Net 30 days	
5. CONTRACTOR / OFFEROR West Publishing Corporation, dba West Thomson Reuters Business 610 Opperman Drive Eagan, MN 55123				16. PAYMENT WILL BE MADE BY Accounts Payable Ordering agency Washington, D.C.			
15A DUNS NO. 15B TAX ID NO.				18. ADMINISTERED BY Office of the Chief Technology Officer Enterprise Contracts Management Services 200 I Street, SE Washington, DC 20003			
17. DELIVER TO Accounts Payable Ordering agency Washington, D.C.				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input checked="" type="checkbox"/> P.O. Box 6292, Carol Stream, IL 60197-6292				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED			
19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES			21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	Online Legal Research Services			See Section 2, Price Schedule			
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.						26. TOTAL AWARD (FOR GOVT. USE ONLY) Not to exceed: \$750,000.00	
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE HGAC CONTRACT IDENTIFIED IN BLOCK 4.				28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: (HGAC Contract 9-2244). THIS TASK ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE GSA CONTRACT IDENTIFIED IN BLOCK 4.			
29A. SIGNATURE OF OFFEROR / CONTRACTOR <div style="display: flex; align-items: center;"> <div style="margin-right: 20px;">John Nelson</div> <div style="font-size: small;"> Digitally signed by John Nelson DN: cn=John Nelson, email=john.s.nelson@thomsonreuters.com, ou=TR Mail Encryption Certificate, o=Thomson Reuters Corporation Date: 2015.04.27 14:52:02 -0500 </div> </div>				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) John S. Nelson, Director		29C. DATE SIGNED 04/27/2015		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Chris Yi		30C. DATE SIGNED 4-30-15	

1. SERVICES REQUIRED

The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Office of the Chief Technology Officer (OCTO) (the District), engages a Contractor to provide online legal research services (OLRS) to participating offices and agencies and authorized users of the contract. OLRS shall include, but not be limited to, access to legal information, news and business information, and public records.

2. PRICE SCHEDULE

2.1 Price Schedule WESTLAWNEXT – Base Year:

CLIN 0001 Content:		<ul style="list-style-type: none"> ▪ Core Westlaw Legal Databases ▪ American Law Reports (ALR) ▪ American Jurisprudence 2d (AMJUR) ▪ Federal Personnet Library ▪ DC Legislative History Library ▪ DC State Advocate Library ▪ DC PMM+ Library ▪ DC Court Criminal Filings Library 	<ul style="list-style-type: none"> ▪ DC Litigation Preparation Library ▪ DC Superior Court Dockets ▪ CTADC Briefs+ Library ▪ CiteAdvisor ▪ Newsroom Library ▪ Westlaw Public Records ▪ Criminal Records
Research Platform:		WestlawNext	
Usage Limit:		Unlimited Simultaneous Usage	

WESTLAWNEXT - BASE YEAR				
CLIN	DESCRIPTION	Unit Price per User per Month	Min. Total Estimated Amount	Max. Total Estimated Amount
0001	Unlimited Simultaneous Usage of Computer Assisted Legal Research. Databases and Related Services. For a list of these included databases see C.3.1.	\$42.32	\$10,000.00	\$750,000.00
0002	Treatises & Forms	\$21.16		
0003	DC Area Real Property Core Library (including Rathkopf)	\$20.15		
0004	Multi-State Analytical Library	\$21.16		
0005	US Statutes at Large	\$12.09		
0006	50 State Surveys	\$5.04		
0007	Multi-State Graphical Statutes	\$5.04		
0008	Corpus Juris Secundum	\$7.05		

0009	Medical Litigator Core (e.g. Attorney's Medical Atlas & MedLine)	\$19.14		
0010	Related Documents	\$8.06		
0011	RegulationsPlus	\$9.07		
0012	All Federal Briefs	\$11.08		
0013	All State and Federal Briefs	\$38.29		
0014	Federal Legislative History, including Statutes at Large	\$13.10		
0015	50 State Regulatory Surveys	\$5.04		
0016	EU & UK Library	\$11.08		
0017	Municipal Practitioner National Core (McQuillin's)	\$22.17		
0018	Canadian Primary Library	\$11.08		
0019	USCA PastStat Locator	\$5.04		
0020	Multi-Jurisdictional PastStat Locator	\$9.07		
0021	Multi-State Legislative History	\$13.10		
0022	Sutherland Statutes and Statutory Construction	\$5.04		
0023	DC FormFinder	\$10.08		
0024	DC DUI Practitioner Core	\$8.06		
0025	Government Contracts Counselor	\$15.11		
0026	Concourse Matter Room*	\$488.64		
0027	Concourse Legal Hold**	\$120.90		
0028	Drafting Assistant – Litigation and Transactional	\$82.62		
0029	PeopleMap Premier	\$34.26		
0030	All AMJUR Library	\$8.06		
0031	Arbitration Domestic Library	\$9.07		
0032	West Reporter Images	\$8.06		
TOTAL AMOUNT NOT TO EXCEED			\$10,000.00	\$750,000.00

*Concourse Matter Room pricing allows for up to three users per month.

**Concourse Legal Hold pricing allows for up to two legal holds per month.

2.2 Price Schedule WESTLAWNEXT – Option Year One:

WESTLAWNEXT - Option Year One				
CLIN	DESCRIPTION	Unit Price per User per Month	Min. Total Estimated Amount	Max. Total Estimated Amount
1001	Unlimited Simultaneous Usage of Computer Assisted Legal Research. Databases and Related Services. For a list of these included databases see C.3.1.	\$44.33	\$10,000.00	\$750,000.00
1002	Treatises & Forms	\$22.17		
1003	DC Area Real Property Core Library (including Rathkopf)	\$21.16		
1004	Multi-State Analytical Library	\$22.17		
1005	US Statutes at Large	\$13.10		
1006	50 State Surveys	\$6.05		
1007	Multi-State Graphical Statutes	\$6.05		
1008	Corpus Juris Secundum	\$8.06		
1009	Medical Litigator Core (e.g. Attorney's Medical Atlas & MedLine)	\$20.15		
1010	Related Documents	\$9.07		
1011	RegulationsPlus	\$10.08		
1012	All Federal Briefs	\$12.09		
1013	All State and Federal Briefs	\$40.30		
1014	Federal Legislative History, including Statutes at Large	\$14.11		
1015	50 State Regulatory Surveys	\$6.05		
1016	EU & UK Library	\$12.09		
1017	Municipal Practitioner National Core (McQuillin's)	\$23.17		
1018	Canadian Primary Library	\$12.09		
1019	USCA PastStat Locator	\$6.05		
1020	Multi-Jurisdictional PastStat Locator	\$10.08		
1021	Multi-State Legislative History	\$14.11		
1022	Sutherland Statutes and Statutory Construction	\$6.05		
1023	DC FormFinder	\$11.08		
1024	DC DUI Practitioner Core	\$9.07		

1025	Government Contracts Counselor	\$16.12		
1026	Concourse Matter Room*	\$512.82		
1027	Concourse Legal Hold**	\$126.95		
1028	Drafting Assistant – Litigation and Transactional	\$84.63		
1029	PeopleMap Premier	\$36.27		
1030	All AMJUR Library	\$9.07		
1031	Arbitration Domestic Library	\$9.07		
1032	West Reporter Images	\$9.07		
TOTAL AMOUNT NOT TO EXCEED			\$10,000.00	\$750,000.00

*Concourse Matter Room pricing allows for up to three users per month.

**Concourse Legal Hold pricing allows for up to two legal holds per month.

3.3 Price Schedule WESTLAWNEXT – Option Year Two:

WESTLAWNEXT - Option Year Two				
CLIN	DESCRIPTION	Unit Price per User per Month	Min. Total Estimated Amount	Max. Total Estimated Amount
2001	Unlimited Simultaneous Usage of Computer Assisted Legal Research. Databases and Related Services. For a list of these included databases see C.3.1.	\$46.35	\$10,000.00	\$750,000.00
2002	Treatises & Forms	\$23.17		
2003	DC Area Real Property Core Library (including Rathkopf)	\$22.17		
2004	Multi-State Analytical Library	\$23.17		
2005	US Statutes at Large	\$13.10		
2006	50 State Surveys	\$7.05		
2007	Multi-State Graphical Statutes	\$7.05		
2008	Corpus Juris Secundum	\$9.07		
2009	Medical Litigator Core (e.g. Attorney's Medical Atlas & MedLine)	\$21.16		
2010	Related Documents	\$10.08		
2011	RegulationsPlus	\$11.08		
2012	All Federal Briefs	\$13.10		
2013	All State and Federal Briefs	\$42.32		
2014	Federal Legislative History, including Statutes at Large	\$14.11		
2015	50 State Regulatory Surveys	\$7.05		
2016	EU & UK Library	\$12.09		
2017	Municipal Practitioner National Core (McQuillin's)	\$24.18		

2018	Canadian Primary Library	\$12.09		
2019	USCA PastStat Locator	\$7.05		
2020	Multi-Jurisdictional PastStat Locator	\$11.08		
2021	Multi-State Legislative History	\$14.11		
2022	Sutherland Statutes and Statutory Construction	\$7.05		
2023	DC FormFinder	\$11.08		
2024	DC DUI Practitioner Core	\$10.08		
2025	Government Contracts Counselor	\$17.13		
2026	Concourse Matter Room*	\$538.01		
2027	Concourse Legal Hold**	\$132.99		
2028	Drafting Assistant – Litigation and Transactional	\$87.65		
2029	PeopleMap Premier	\$37.28		
2030	All AMJUR Library	\$10.08		
2031	Arbitration Domestic Library	\$10.08		
2032	West Reporter Images	\$10.08		
TOTAL AMOUNT NOT TO EXCEED			\$10,000.00	\$750,000.00

*Concourse Matter Room pricing allows for up to three users per month.

**Concourse Legal Hold pricing allows for up to two legal holds per month.

2.4 Price Schedule WESTLAWNEXT – Option Year Three:

WESTLAWNEXT - Option Year Three				
CLIN	DESCRIPTION	Unit Price per User per Month	Min. Total Estimated Amount	Max. Total Estimated Amount
3001	Unlimited Simultaneous Usage of Computer Assisted Legal Research. Databases and Related Services. For a list of these included databases see C.3.1.	\$48.36		
3002	Treatises & Forms	\$24.18		
3003	DC Area Real Property Core Library (including Rathkopf)	\$23.17		
3004	Multi-State Analytical Library	\$24.18		
3005	US Statutes at Large	\$14.11		
3006	50 State Surveys	\$8.06		
3007	Multi-State Graphical Statutes	\$8.06		
3008	Corpus Juris Secundum	\$10.08		
3009	Medical Litigator Core (e.g. Attorney's Medical Atlas & MedLine)	\$22.17		
3010	Related Documents	\$11.08		
3011	RegulationsPlus	\$12.09		

3012	All Federal Briefs	\$14.11	\$10,000.00	\$750,000.00
3013	All State and Federal Briefs	\$44.33		
3014	Federal Legislative History, including Statutes at Large	\$15.11		
3015	50 State Regulatory Surveys	\$8.06		
3016	EU & UK Library	\$13.10		
3017	Municipal Practitioner National Core (McQuillin's)	\$25.19		
3018	Canadian Primary Library	\$13.10		
3019	USCA PastStat Locator	\$8.06		
3020	Multi-Jurisdictional PastStat Locator	\$12.09		
3021	Multi-State Legislative History	\$15.11		
3022	Sutherland Statutes and Statutory Construction	\$8.06		
3023	DC FormFinder	\$12.09		
3024	DC DUI Practitioner Core	\$11.08		
3025	Government Contracts Counselor	\$17.13		
3026	Concourse Matter Room*	\$565.21		
3027	Concourse Legal Hold**	\$140.04		
3028	Drafting Assistant – Litigation and Transactional	\$90.68		
3029	PeopleMap Premier	\$39.29		
3030	All AMJUR Library	\$11.08		
3031	Arbitration Domestic Library	\$10.08		
3032	West Reporter Images	\$11.08		
TOTAL AMOUNT NOT TO EXCEED			\$10,000.00	\$750,000.00

*Concourse Matter Room pricing allows for up to three users per month.

**Concourse Legal Hold pricing allows for up to two legal holds per month.

2.5 Price Schedule WESTLAWNEXT – Option Year Four:

WESTLAWNEXT - Option Year Four				
CLIN	DESCRIPTION	Unit Price per User per Month	Min. Total Estimated Amount	Max. Total Estimated Amount
4001	Unlimited Simultaneous Usage of Computer Assisted Legal Research. Databases and Related Services. For a list of these included databases see C.3.1.	\$50.38	\$10,000.00	\$750,000.00
4002	Treatises & Forms	\$26.20		
4003	DC Area Real Property Core Library (including Rathkopf)	\$24.18		
4004	Multi-State Analytical Library	\$26.20		
4005	US Statutes at Large	\$15.11		
4006	50 State Surveys	\$9.07		
4007	Multi-State Graphical Statutes	\$9.07		
4008	Corpus Juris Secundum	\$11.08		
4009	Medical Litigator Core (e.g. Attorney's Medical Atlas & MedLine)	\$23.17		
4010	Related Documents	\$12.09		
4011	RegulationsPlus	\$13.10		
4012	All Federal Briefs	\$15.11		
4013	All State and Federal Briefs	\$46.35		
4014	Federal Legislative History, including Statutes at Large	\$16.12		
4015	50 State Regulatory Surveys	\$9.07		
4016	EU & UK Library	\$13.10		
4017	Municipal Practitioner National Core (McQuillin's)	\$27.20		
4018	Canadian Primary Library	\$13.10		
4019	USCA PastStat Locator	\$9.07		
4020	Multi-Jurisdictional PastStat Locator	\$13.10		
4021	Multi-State Legislative History	\$16.12		
4022	Sutherland Statutes and Statutory Construction	\$9.07		
4023	DC FormFinder	\$12.09 \$12.09		
4024	DC DUI Practitioner Core			

4025	Government Contracts Counselor	\$18.14		
4026	Concourse Matter Room*	\$593.42		
4027	Concourse Legal Hold**	\$147.10		
4028	Drafting Assistant – Litigation and Transactional	\$93.70		
4029	PeopleMap Premier	\$41.31		
4030	All AMJUR Library	\$12.09		
4031	Arbitration Domestic Library	\$11.08		
4032	West Reporter Images	\$12.09		
TOTAL AMOUNT NOT TO EXCEED			\$10,000.00	\$750,000.00

*Concourse Matter Room pricing allows for up to three users per month.

**Concourse Legal Hold pricing allows for up to two legal holds per month.

2.6 Price Schedule CLEAR Investigator:

The pricing is based on a banded number of users, as outlined in the following table:

CLEAR Investigator						
Per Month Pricing						
CLIN	Number of Users	Base Year	Option Year One	Option Year Two	Option Year Three	Option Year Four
33	1-5	\$302.25	\$317.36	\$333.48	\$349.60	\$367.74
34	6-10	\$701.22	\$736.48	\$772.75	\$812.05	\$852.35
35	11-15	\$1,204.97	\$1,265.42	\$1,328.89	\$1,395.39	\$1,464.91
36	16-20	\$1,465.91	\$1,539.46	\$1,616.03	\$1,696.63	\$1,782.27
37	21-25	\$1,543.49	\$1,621.07	\$1,701.67	\$1,786.30	\$1,875.97
38	26-30	\$2,215.49	\$2,326.32	\$2,442.18	\$2,565.10	\$2,693.05
39	31-35	\$2,501.62	\$2,626.55	\$2,758.54	\$2,895.56	\$3,040.64
40	36-40	\$2,855.26	\$2,998.32	\$3,147.43	\$3,305.61	\$3,470.84
41	41-45	\$2,974.14	\$3,123.25	\$3,279.41	\$3,442.63	\$3,614.91
42	46-50	\$3,238.11	\$3,400.31	\$3,569.57	\$3,748.91	\$3,936.30
43	51-55	\$3,440.61	\$3,612.90	\$3,793.24	\$3,982.65	\$4,182.13
44	56-60	\$3,644.13	\$3,826.49	\$4,017.91	\$4,218.40	\$4,428.97
45	61-65	\$4,007.84	\$4,208.33	\$4,418.90	\$4,639.54	\$4,871.26
46	66-70	\$4,187.17	\$4,396.73	\$4,616.37	\$4,847.08	\$5,089.89
47	71-75	\$4,416.88	\$4,637.52	\$4,869.25	\$5,113.06	\$5,368.97
48	76-80	\$4,636.52	\$4,868.24	\$5,112.06	\$5,366.95	\$5,635.96
49	81-85	\$4,691.93	\$4,926.68	\$5,172.51	\$5,431.43	\$5,703.46
50	86-90	\$4,802.75	\$5,042.54	\$5,295.42	\$5,559.39	\$5,837.46

51	91-95	\$4,894.44	\$5,139.26	\$5,396.17	\$5,666.18	\$5,949.29
52	96-100	\$5,059.67	\$5,312.55	\$5,578.53	\$5,857.61	\$6,149.78
Estimated Total Amount		Not to exceed \$90,000.00 included in the price schedule for Westlaw's Maximum estimated amount				

2.7 Price Schedule CLEAR Investigator:

The price schedules listed above include all the charges.

2.8 WestLaw Price Schedule Adjustment:

Prior to exercising an Option, and if the users base decreases below 600 users or increases above 800 users; the parties agree to negotiate a corresponding price schedule. The Contractor shall notify the Contracting Officer 45 days before the start of the next option about changes in the users total amount.

3. SCOPE OF WORK

3.1 SCOPE - WESTLAWNEXT

The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Office of the Chief Technology Officer (OCTO) (the District), engages a Contractor to provide online legal research services to participating offices and agencies and authorized users of the contract. Online services shall include, but not be limited to, access to legal information, news and business information, and public records.

3.1.1 APPLICABLE DOCUMENTS

This section is not applicable.

3.1.2 DEFINITIONS

WestlawNext® – Online legal information service databases which include federal and state case law, statutes (including the U.S. Code Annotated), and administrative rules and regulations, as well as topical and practice area databases, published law reviews and journals, and settlement and jury verdict information. In addition, other types of research tools, resources, and features available including legal directories, encyclopedias, law reviews, treaties, and practice material and forms.

3.2 BACKGROUND

The Office of the Chief Technology Officer (OCTO), on behalf of the Office of the Attorney General and other District of Columbia agencies seek to execute a master account totaling approximately 706 or more seats. These agencies require online access for approximately 706 users and continued consolidation of all current and future users into the master account. Currently there are approximately 35 participating District agencies, with an additional users anticipated to increase. Users are distributed among the several agencies and housed in various locations throughout the District of Columbia.

3.3 REQUIREMENTS

3.3.1 WestLawNext

3.3.1.1 The Contractor shall establish a Master Account for the District which includes separate subgroups identified by office or agency and by authorized users per group. The District estimates that there are approximately 706 authorized users.

3.3.1.2 The Contractor shall assign a separate password to each authorized user identified by the District to have access to, and use of the service under this contract. Currently, there are approximately thirty-five (35) participating District agencies. A complete listing of participating offices and agencies is provided as Attachment 1 & 2.

3.3.1.3 The Contractor shall offer its products and services to end users via a secure web presence and a reliable connection through the Internet, also known as a “portal.”

3.3.1.5 Products: available on demand and sufficient to meet the requirements detailed in this document.

3.3.1.6 Business Process: the Contractor shall guarantee the safety of computer equipment and data. Operate two separate, redundant data centers. Each of these data centers should have enough capacity to handle a site outage for the majority of our users. In addition, maintain a separate electrical power grid that ensures an uninterrupted power supply for systems and facilities in the event that public utility power to the facility is lost.

3.3.1.7 System Security: the Contractor shall ensure that uninterrupted service is provided 24 hours a day, 7 days a week, 365 days a year. Data centers should employ the following measures:

- a) **Flood protection** that includes a six-foot moat beneath the raised floors and externally routed plumbing.
- b) **Fire protection** that includes automatic heat and smoke detection and fire suppression above and below the raised floor, with 24/7 surveillance monitoring.
- c) **Power-loss protection** that includes redundant power feeds from separate utility switches, emergency battery systems that come online in the event of a brownout or power loss, and 10 electrical diesel generators—enough to power 17,000 homes—that can power the data centers indefinitely.
- d) **Data-loss protection** that includes backing up critical data at each data center every 24 hours and creating a duplicate copy that is stored in a remote vault.

3.3.1.8 Business Process: the Contractor shall provide self-service ability to the agencies to manage the access, assignment, change and move/add/change/deletions for end users at the individual agency level through "My Account."

3.3.1.9 DATABASES

The Contractor shall provide, WestlawNext® - an extensive array of electronic online legal, news and other databases collected and housed by the Contractor to ensure uninterrupted services. Contractor services shall include, but are not limited to the following as stated in the proposal:

3.3.1.9.1 Statutes & Court Opinions

The Contractor shall provide users with unlimited access to Federal, state, territory and District statutes and all federal and state court opinions from 1790 to the present.

3.3.1.9.2 Cases & Code Histories

The Contractor shall provide users with unlimited access to, "up to the minute" status of all cases, codes, statutes, histories using a recognized citation service.

3.3.1.9.3 Regulations

The Contractor shall provide users with unlimited access to all Federal and state rules and regulations, the Code of Federal Regulations, the Federal Register, the Congressional Record, all public laws, legislative histories, hearings and testimony, current and retrospective.

3.3.1.9.4 District of Columbia Materials

The Contractor shall provide users with unlimited access to all D.C. laws, advanced legislative services and archived statutes, D.C. Register, D.C. Municipal Regulations, Opinions of the Attorney General (formerly known as the Opinions of the Corporation Counsel), decisions of the D.C. Board of Contract Appeals, Director's decisions, hearings and adjudication of the D.C. Office of Employment Services, D.C. Workers' Compensation decisions, and all other legal information affecting the Office of the Attorney General in the subject matter areas of tax, bankruptcy, contracts, labor, personnel, procurement and environment law.

3.3.1.9.5 Secondary Legal Sources

The Contractor shall provide users with unlimited access to law reviews and journals, legal encyclopedias, dictionaries, American Law Reports, Restatements, treatises, and public records information, including individual and business locator databases, property, and all state and District motor vehicle records.

3.3.1.9.6 Media

The Contractor shall provide users with unlimited access to a broad variety of up to the minute and historical media and wire services with national and international coverage.

3.3.1.9.7 Specialized Databases

The Contractor shall provide users with unlimited access to all current and historical Medline and other medical, pharmacological, scientific, financial and social databases.

3.3.1.9.8 Named Databases Included in Base Package

Base package is referenced in CLIN 0001; 1001; 2001; 3001 and 4001.

1. Westlaw Basic with WestlawNext
 - i. Primary Law
 - ii. 50-state coverage
 - iii. Law Reviews and Journals
 - iv. Restatements of the Law
2. Newsroom
3. Public Records: Criminal Records
4. American Law Reports
5. American Jurisprudence 2D
6. Personnet
7. District of Columbia State Advocate AMJUR Trials
8. D.C. Legislative History
9. U.S. Court of Appeals D.C. Circuit Briefs
10. District of Columbia Civil Pleadings, Motions and Memoranda
11. District of Columbia District Court Criminal Filings
12. District of Columbia Superior Court Dockets
13. District of Columbia LitPrep
14. Other District of Columbia Materials

3.3.1.9.9 Additional Add-on Libraries shall include the following:

1. Treaties & Forms
2. DC Area Real Property Core Library (Rathkopf)
3. Multi-State Analytical Library
4. U.S. States at Large
5. 50 States Surveys
6. Multi-State Graphical Statues
7. Corpus Juris Secundum (CJS)
8. Medical Litigator Core
9. Related Documents
10. Regulations Plus
11. All Federal Briefs
12. All State & Federal Briefs
13. Federal Legislative History, including Statutes at Large
14. 50 State Regulatory Survey
15. EU & UK Library
16. Municipal Practitioner National Core (includes McQuillan)
17. Drafting Assistant - Litigation and Transactional
18. Canadian Primary Library
19. USCA PastStat Locator
20. Multi-Jurisdictional PastStat Locator
21. Multi-State Legislative History
22. Sutherlands Statutes and Statutory Construction
23. DC FormFinder
24. DC DUI Practitioner Core

- 25. Company Investigator
- 26. Government Contracts Counselor
- 27. Concourse Matter Room
- 28. Concourse Legal Hold
- 29. Practical Law All

3.3.1.10 SERVICES

The Contractor shall provide support services to assist in the management of the contract, training and other services such as:

3.3.1.10.1 Monthly Reports

The Contractor shall provide users with access to usage and billing online reports through “Quickview” for all user groups on a monthly basis, or on an as requested basis and additionally, provide separate billing information for each user group.

3.3.1.10.2 On-line Print

The Contractor shall provide users with the option for on-line print materials.

3.3.1.10.3 Access

The Contractor shall provide users with unlimited access to various services including, but not limited to:

- a) Internet
- b) Windows XP,
- c) Home/Office PC
- d) Web-based legislative products

3.3.1.10.4 Training

The Contractor shall provide users with quarterly and intermittent training of staff as well as the training materials and software. The Contractor shall conduct training at both agency and contract site.

3.3.1.10.5 Reporting

The Contract shall provide reports to the contract administrator as follows or on as requested bases:

1. Contractor shall submit monthly reports detailing use by Agency cumulative through “Quickview” service and shall be submitted via Electronic/E-mail by the 10th of each month.
2. Contractor shall submit monthly reports by users in Agency, by Agency through “Quickview” service and shall be submitted via Electronic/E-mail by the 15th of each month.

3. Contractor shall provide an annual report detailing use by Agency cumulative through "Quickview" service and shall be submitted via Electronic/E-mail 30 days after the contract period.
4. Contractor shall provide an annual usage report by users in Agency, by Agency through "Quickview" service and shall be submitted via Electronic/E-mail 30 days after the contract period.

3.3.2 CLEAR

The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Office of the Chief Technology Officer (OCTO) (the District), needs a Contractor to provide CLEAR online public record research services to participating offices and agencies and authorized users of the contract. Online services shall include, but not be limited to, access to public records.

3.3.2.1 APPLICABLE DOCUMENTS

This section is not applicable.

3.3.2.2 DEFINITIONS

CLEAR® – connects investigators to a comprehensive and current collection of public and proprietary records delivered through an easy-to-use interface that was designed and developed specifically for government and law enforcement needs. CLEAR provides users with the tools they need to help them find relevant information quickly.

3.3.2.3 BACKGROUND

The Office of the Chief Technology Officer (OCTO), on behalf of the Office of the Attorney General and other District of Columbia agencies seek a Contractor for WestLaw CLEAR. Currently there are approximately 4 participating District agencies. Users are distributed among the several agencies and housed in various locations throughout the District of Columbia.

3.3.2.4 REQUIREMENTS

3.3.2.4.1 The Contractor shall establish a Master Account for the District which includes separate subgroups identified by office or agency and by authorized users per group. The District estimates that there are approximately 89 authorized users, however this figure is expected to increase.

3.3.2.4.2 The Contractor shall assign a separate password to each authorized user. Currently, there are approximately four (4) participating District agencies. A complete listing of participating offices and agencies is provided as Attachment 2.

3.3.2.4.3 DATABASES

The Contractor shall provide CLEAR® services with expanded data sets and analytical capabilities to help users compile a more complete profile on an individual or business. Contractor services shall include, but are not limited to the following as stated in the proposal:

- a/ **Entity Resolution.** CLEAR shall apply a matching algorithm to returned search records, de-duplicating results, which helps investigators to quickly locate data of interest while maintaining the integrity of the discrete records. CLEAR entity resolution shall apply across results from all sources as they are returned, maximizing the value of searching multiple sources and saving time by automating the process of record comparison.
- b/ **Relevance Scoring.** CLEAR shall apply relevance scoring logic to returned search records. Relevance scoring compares the input search criteria and scores them against the records in our various data sources. The relevance score allows CLEAR to return the most relevant and most current records at the top of the results list.
- c/ **Link-chart Visualization and Mapping.** CLEAR's My Workspace feature shall allow users to save selected results and report data indefinitely and provides the capability of generating link-chart and map views of the data.
- d/ **Search Federation.** Instead of running a series of searches on the same subject, investigators shall be able to enter search criteria once, and CLEAR returns all relevant data, regardless of the source. CLEAR shall support search federation against both open-source and internal data repositories, and includes such features as entity resolution, search filtering, and charting and mapping across all supported sources.
- e/ **CLEAR Mobile.** CLEAR Mobile, shall be available on any wireless device with Web access, lets investigators search for a person, vehicle, or phone number, and order a comprehensive national report. The intuitive online interface shall detect a log-in from a mobile device and automatically adjusts for optimal viewing and search functionality. All results shall be saved automatically in My Results for later viewing.

3.3.2.4.4 SERVICES

The Contractor shall provide support services to assist in the management of the contract, training and other services such as:

a/ **Monthly Reports**

The Contractor shall provide the contract administrator with reports related to the usage and billing online reports through "Quickview" for all user groups on a monthly basis, or on an as requested basis and additionally, provide separate billing information for each user group.

b/ **Access**

The Contractor shall provide unlimited access to various services including, but not limited to:

- a) Internet

- b) Windows XP,
- c) Home/Office PC
- d) Web-based legislative products

c/ Training

The Contractor shall provide quarterly and intermittent training of staff as well as the training materials and software. Conduct training at both agency and contract site.

4. TERM OF THE CONTRACT

The term of this contract is one year starting from the May 01, 2015.

5. OPTION TO EXTEND THE TERM OF THE CONTRACT

5.1 The District may extend the term of this contract for a period of *four (4) one-year* option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires and the FEDLINK/ LC14C7139 Contract is still valid. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

5.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

5.3 The price for the option period shall be as specified in the Section B of the contract.

5.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed *five (5) years*.

6. CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by Contracting Officers. The name, address and telephone number of the Contracting Officer is:

Chris Yi
Contracting Officer
Information Technology Group
Office of Contracting and Procurement
441 4th Street, N.W., Suite 930 South
Washington, D.C. 20001
Telephone: (202) 727-5069

7. CONTRACTING ADMINSTRATOR (CA)

6.1 The CA is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The CA for this contract is:

Jan Whitener
Office of the Chief Technology Officer
Enterprise Contracts Management Services
200 I Street, SE
Washington, DC 20003
Telephone: 202-724-5117

6.2 The CA shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

6.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

5. ORDERING

Products and services to be furnished under this contract will be ordered by the Contracts Administrator specified in Section 6 above. Such products and services may be provided for one year from the date of award.

5.1 ORDERING PROCESS

All access to and usage of Westlaw, CLEAR, and other offered WestLaw products require the agencies to complete the standard commercial license agreements as applicable to the products to be procured. These documents are listed below, are part of West's FEDLINK contract (Contract # LC14C7139) and are therefore incorporated into this task order.

The AVC form is a credentialing form that is required to be completed by CLEAR subscribers or WestlawNext PeopleMap or Public Records subscribers to document that the product is being used for a permissible use. All new CLEAR/PeopleMap/Westlaw Public Records subscribers must complete the AVC credentialing form, and all existing subscribers must be re-credentialed every 2 years.

Product	License Agreement
WestlawNext	Research Subscriber Agreement (see Attachment 3)
CLEAR	Research Subscriber Agreement (see Attachment 3) Account Validation and Certification (AVC) Form* (see Attachment 4)
Drafting Assistant	West Master Software Subscriber Agreement (see Attachment 5)
Concourse	Hosted Practice Solutions Subscriber Agreement with Attachment A (see Attachment 6)

After the completion and signature of the License Agreement, agencies simply need to issue a PO, referencing the task order number, and listing the product(s) to be purchased and the applicable pricing.

6. COMPENSATION AND PAYMENT

The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

7. INVOICE SUBMITTAL

- a) The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in duplicate and submitted to the Accounts Payable of the ordering agency, with a concurrent copy to the Contracts Administrator (CA) specified in Section 4 above.
- b) To constitute a proper invoice, the Contractor shall submit the following information:
 - i. Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
 - ii. Task Order Agreement Number and Purchase Order Number. Assignment of an invoice number by the contractor is also recommended;
 - iii. Description, price, quantity, and dates of work actually performed;
 - iv. Other supporting documentation or information, as required by the Contracting Officer;
 - v. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
 - vi. Name, title, phone number of person preparing the invoice;
 - vii. Authorized signature.

8. INCORPORATED DOCUMENTS

Contractor shall perform under this task order pursuant to the terms of the following documents that are hereby incorporated by reference and made a part of this contract, which in the event of a conflict shall be resolved by giving precedence in the order of priority listed below:

- (1) This Task Order blocks 1 through 30C and sections 1 through 9.
- (2) Cooperative Agreement Contract No. FEDLINK/LC14C7139
- (3) Technical proposal dated February 11, 2015

8. ATTACHEMENT

Attachment 1 – WeslawNext Pricing for current agencies

Attachment 2 – CLEAR Pricing for current agencies
Attachment 3 – Research Subscriber Agreement
Attachment 4 – WestLaw and CLEAR AVC Form
Attachment 5 – West Master Subscriber Agreement
Attachment 6 – Hosed Practice solutions Subscriber Agreement

Attachment 1

PRICING FOR CURRENT AGENCIES/LOCATIONS

Monthly pricing for the current District agencies is as follows (based on current user counts):

Account #	District Office/Agency	# of Users	Base Year	Option Year One	Option Year Two	Option Year Three	Option Year Four
1000202196	PUBLIC CHARTER SCHOOL BOARD	1	\$42.32	\$44.33	\$46.35	\$48.36	\$50.38
1003473071	ZONING OFFICE	1	\$42.32	\$44.33	\$46.35	\$48.36	\$50.38
1003904490	CHILD & FAMILY SERVICES AGENCY	1	\$42.32	\$44.33	\$46.35	\$48.36	\$50.38
1000070791	INSPECTOR GENERAL OFFICE	2	\$84.63	\$88.66	\$92.69	\$96.72	\$100.75
1000518513	LOTTERY & CHARITABLE	2	\$84.63	\$88.66	\$92.69	\$96.72	\$100.75
1003349678	RETIREMENT BOARD	2	\$84.63	\$88.66	\$92.69	\$96.72	\$100.75
1003473070	CRIMINAL JUSTICE COORDINATING	2	\$84.63	\$88.66	\$92.69	\$96.72	\$100.75
1003616982	REAL PROPERTY TAX APPEALS COMM	2	\$84.63	\$88.66	\$92.69	\$96.72	\$100.75
1003665493	DISABILITY RIGHTS	2	\$84.63	\$88.66	\$92.69	\$96.72	\$100.75
1000420918	ELECTIONS & ETHICS BD	3	\$126.95	\$132.99	\$139.04	\$145.08	\$151.13
1003352947	BOARD OF EDUCATION	3	\$126.95	\$132.99	\$139.04	\$145.08	\$151.13
1003019377	HEALTH BENEFIT EXCHANGE AUTH	4	\$169.26	\$177.32	\$185.38	\$193.44	\$201.50
1003260332	PUBLIC SCHOOLS HR	4	\$169.26	\$177.32	\$185.38	\$193.44	\$201.50
1003349775	EXECUTIVE OFFICE OF THE MAYOR	4	\$169.26	\$177.32	\$185.38	\$193.44	\$201.50
1003661082	CHIEF FINANCIAL OFFICER	4	\$169.26	\$177.32	\$185.38	\$193.44	\$201.50
1003571402	DC PUBLIC LIBRARY	5	\$211.58	\$221.65	\$231.73	\$241.80	\$251.88
1000447296	YOUTH SERVICES DEPT	6	\$253.89	\$265.98	\$278.07	\$290.16	\$302.25
1003349774	SENTENCING & CRIMINAL CODE	6	\$253.89	\$265.98	\$278.07	\$290.16	\$302.25
1003665509	DC HEALTH CARE FINANCE	6	\$253.89	\$265.98	\$278.07	\$290.16	\$302.25
1000509614	METROPOLITAN POLICE DEPT	7	\$296.21	\$310.31	\$324.42	\$338.52	\$352.63
1003349748	POLICE COMPLAINTS OFFICE	7	\$296.21	\$310.31	\$324.42	\$338.52	\$352.63
1003674855	TENANT ADVOCATE	8	\$338.52	\$354.64	\$370.76	\$386.88	\$403.00
1000821362	FIRE & EMS	9	\$380.84	\$398.97	\$417.11	\$435.24	\$453.38
1000821622	EMPLOYEE APPEALS	9	\$380.84	\$398.97	\$417.11	\$435.24	\$453.38
1003029116	STUDENT HEARING OFFICE	9	\$380.84	\$398.97	\$417.11	\$435.24	\$453.38
1003049121	TAX & REVENUE OFFICE	10	\$423.15	\$443.30	\$463.45	\$483.60	\$503.75
1000826130	CONTRACT APPEALS BOARD	11	\$465.47	\$487.63	\$509.80	\$531.96	\$554.13
1000824038	PUBLIC EMPLOYEE REL BD	13	\$550.10	\$576.29	\$602.49	\$628.68	\$654.88
1003661069	COMMISSION ON HUMAN RIGHTS	16	\$677.04	\$709.28	\$741.52	\$773.76	\$806.00
1002043911	ADMINISTRATIVE HEARINGS	17	\$719.36	\$753.61	\$787.87	\$822.12	\$856.38
1000092454	PUBLIC SERVICE COMM	20	\$846.30	\$886.60	\$926.90	\$967.20	\$1,007.50
1003676995	CONSUMER & REGULATORY AFFAIRS	21	\$888.62	\$930.93	\$973.25	\$1,015.56	\$1,057.88
1003665511	ATTORNEY GENERAL	355	\$15,021.83	\$15,737.15	\$16,452.48	\$17,167.80	\$17,883.13
1004119045	ATTORNEY GENERAL/INTERN	26	\$1,100.19	\$1,152.58	\$1,204.97	\$1,257.36	\$1,309.75
1003665537	PASSWORDS	1	\$42.32	\$44.33	\$46.35	\$48.36	\$50.38
1004026606	HUMAN RIGHTS	1	\$42.32	\$44.33	\$46.35	\$48.36	\$50.38
1004026606	DEPARTMENT OF CORRECTIONS	1	\$42.32	\$44.33	\$46.35	\$48.36	\$50.38
1003904938	CHIEF MEDICAL EXAMINER OFF	1	\$42.32	\$44.33	\$46.35	\$48.36	\$50.38
1003473124	INSURANCE SECURITIES & BANKING	2	\$84.63	\$88.66	\$92.69	\$96.72	\$100.75
1003349747	PARKS AND RECREATION DEPT	2	\$84.63	\$88.66	\$92.69	\$96.72	\$100.75
1003400034	TAXICAB COMMISSION	2	\$84.63	\$88.66	\$92.69	\$96.72	\$100.75
1003665529	HOMELAND SECURITY & EMERGENCY	2	\$84.63	\$88.66	\$92.69	\$96.72	\$100.75
1003665482	OFFICE OF UNIFIED COMMUNICATIONS	2	\$84.63	\$88.66	\$92.69	\$96.72	\$100.75

Account #	District Office/Agency	# of Users	Base Year	Option Year One	Option Year Two	Option Year Three	Option Year Four
1003674569	EMPLOYMENT SERVICES DEPT	2	\$84.63	\$88.66	\$92.69	\$96.72	\$100.75
1003012808	MOTOR VEHICLES DEPT	3	\$126.95	\$132.99	\$139.04	\$145.08	\$151.13
1004026584	ALCOHOL BEV REG CONTROL	3	\$126.95	\$132.99	\$139.04	\$145.08	\$151.13
1003665495	CONTRACTING & PROCUREMENT OFF	4	\$169.26	\$177.32	\$185.38	\$193.44	\$201.50
1003665499	HOUSING & COMMUNITY DEV	5	\$211.58	\$221.65	\$231.73	\$241.80	\$251.88
1004026599	HEALTHCARE FINANCE	5	\$211.58	\$221.65	\$231.73	\$241.80	\$251.88
1004026607	GENERAL SERVICES	6	\$253.89	\$265.98	\$278.07	\$290.16	\$302.25
1004026581	ENVIRONMENT DEPT	6	\$253.89	\$265.98	\$278.07	\$290.16	\$302.25
1000602643	HEALTH DEPT	7	\$296.21	\$310.31	\$324.42	\$338.52	\$352.63
1004026545	CHILD AND FAMILY SERVICE AGENCY	7	\$296.21	\$310.31	\$324.42	\$338.52	\$352.63
1003665501	HUMAN RESOURCES DEPT	7	\$296.21	\$310.31	\$324.42	\$338.52	\$352.63
1004026596	BEHAVIORAL HEALTH	7	\$296.21	\$310.31	\$324.42	\$338.52	\$352.63
1004026573	DISABILITY SERVICES	8	\$338.52	\$354.64	\$370.76	\$386.88	\$403.00
1002042869	STATE SUPERINTENDENT OF EDUCATION	9	\$380.84	\$398.97	\$417.11	\$435.24	\$453.38
1003665486	DEPARTMENT OF TRANSPORTATION	9	\$253.89	\$265.98	\$278.07	\$290.16	\$302.25
1004026574	PUBLIC SCHOOLS	20	\$846.30	\$886.60	\$926.90	\$967.20	\$1,007.50

PRICING FOR NEW AGENCIES/LOCATIONS

For any new agencies/locations interested in access to Westlaw under this Per User Per Location pricing model, the agencies/locations will be charged \$42.32 per password per month in the Base Year for the proposed content (including the FEDLINK fee).

Attachment 2

PRICING FOR CURRENT AGENCIES/LOCATIONS

The following location-specific pricing is for District agencies/locations that subscribe to CLEAR:

Account #	District Office/Agency	# of Users	Base Year (Monthly)	Option Year One (Monthly)	Option Year Two (Monthly)	Option Year Three (Monthly)	Option Year Four (Monthly)
1000365439	Office of Tax and Revenue	19	\$1,465.91	\$1,539.46	\$1,616.03	\$1,696.63	\$1,782.27
1004026725	Office of Inspector General	37	\$2,855.26	\$2,998.32	\$3,147.43	\$3,305.61	\$3,470.84
1004026753	Dept. of Consumer & Regulatory Affairs	1	\$302.25	\$317.36	\$333.48	\$349.60	\$367.74
1003004522	Office of Attorney General	13	\$1,204.97	\$1,265.42	\$1,328.89	\$1,395.39	\$1,464.91

CLEAR PRICING FOR NEW AGENCIES/LOCATIONS

CLEAR pricing is banded based on the number of users, as outlined in the following table:

Proposed Content:	CLEAR Investigator				
Per Month Pricing					
Number of Users	Base Year	Option Year One	Option Year Two	Option Year Three	Option Year Four
1-5	\$302.25	\$317.36	\$333.48	\$349.60	\$367.74
6-10	\$701.22	\$736.48	\$772.75	\$812.05	\$852.35
11-15	\$1,204.97	\$1,265.42	\$1,328.89	\$1,395.39	\$1,464.91
16-20	\$1,465.91	\$1,539.46	\$1,616.03	\$1,696.63	\$1,782.27
21-25	\$1,543.49	\$1,621.07	\$1,701.67	\$1,786.30	\$1,875.97
26-30	\$2,215.49	\$2,326.32	\$2,442.18	\$2,565.10	\$2,693.05
31-35	\$2,501.62	\$2,626.55	\$2,758.54	\$2,895.56	\$3,040.64
36-40	\$2,855.26	\$2,998.32	\$3,147.43	\$3,305.61	\$3,470.84
41-45	\$2,974.14	\$3,123.25	\$3,279.41	\$3,442.63	\$3,614.91
46-50	\$3,238.11	\$3,400.31	\$3,569.57	\$3,748.91	\$3,936.30
51-55	\$3,440.61	\$3,612.90	\$3,793.24	\$3,982.65	\$4,182.13
56-60	\$3,644.13	\$3,826.49	\$4,017.91	\$4,218.40	\$4,428.97
61-65	\$4,007.84	\$4,208.33	\$4,418.90	\$4,639.54	\$4,871.26
66-70	\$4,187.17	\$4,396.73	\$4,616.37	\$4,847.08	\$5,089.89
71-75	\$4,416.88	\$4,637.52	\$4,869.25	\$5,113.06	\$5,368.97
76-80	\$4,636.52	\$4,868.24	\$5,112.06	\$5,366.95	\$5,635.96
81-85	\$4,691.93	\$4,926.68	\$5,172.51	\$5,431.43	\$5,703.46
86-90	\$4,802.75	\$5,042.54	\$5,295.42	\$5,559.39	\$5,837.46
91-95	\$4,894.44	\$5,139.26	\$5,396.17	\$5,666.18	\$5,949.29
96-100	\$5,059.67	\$5,312.55	\$5,578.53	\$5,857.61	\$6,149.78



Research Subscriber Agreement For FEDLINK Members

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

1. FAR Applicability. All of the terms and conditions set forth below are subject to and governed by the language of FAR clause 52.212-4 (Contract Terms and Conditions - Commercial Items) as well as the terms of the FEDLINK contract. In the event any language in the terms and conditions of this Agreement conflicts with the governing FAR clause or other federal law, such FAR clause or other federal law takes precedence over the language of this Agreement.

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

a. Usage. Subject to the restrictions set forth in paragraph 3 (License Restrictions) below, Subscriber may use the Product(s), including Data (as defined below) in the regular course of Subscriber's business, legal, and other research and related work subject to the limitations contained herein. "Data" means all information and representations of information, including, but not limited to, graphical representations, and other content made available to Subscriber through the Product. Subscriber may: (i) display Data internally; (ii) quote and excerpt from Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs, reports, and similar work product created by Subscriber in the regular course of Subscriber's research and work; and (iii) to the extent not expressly prohibited by the terms of the Agreement, use Data as permitted under the fair use provision of the Copyright Act (17 U.S.C.A. § 107).

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

c. Print Outs. Provided that all printouts and other reproductions of Data retain, unaltered, all proprietary notices appearing on such reproductions, Subscriber may print, or otherwise reproduce, in hard copy

form, insubstantial portions of Data in Subscriber's regular course of business and share such printouts: (i) with Subscriber's clients in relation to specific, ascertainable matters; and/or (ii) as required or reasonably necessary, to regulatory agencies, court officials, or parties to legal actions in which Subscriber is directly involved.

d. Electronic Distribution. Subscriber may, on an occasional basis and via Product functionality, direct West to transmit individual documents in electronic format to individual internal user(s), and to individual third parties in connection with actual, ascertainable matters being handled by Subscriber. Subscriber may also include downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such downloaded Data in connection with, or as part of a brief must be limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. All other direct transmission of electronic copies by Subscriber is prohibited.

3. License Restrictions.

a. Usage Restrictions. Subscriber may not copy, download, scrape, store, publish, post, 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 as expressly permitted by paragraph 2 (License Grant) above, or as otherwise expressly permitted in writing by West. Subscriber shall not reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code of the Products, their components, or any avenue by which Products are accessed.

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

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

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

a. Regulated Data Restrictions

i. Subscriber acknowledges that West provides Regulated Data to support Subscriber's own processes and decisions, and Subscriber should not deny any service or access based solely on Regulated Data provided through the Product or results provided by West. Subscriber is responsible for any denial of services or access and Subscriber will not deny such services or access without first conducting its own appropriate internal review in conjunction with its decision-making process.

- ii. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes, or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. § 1681b).
 - iii. Subscriber acknowledges that access to Regulated Data, available through the Product, including but not limited to credit header Data, motor vehicle Data, driver license Data, and voter registration Data is regulated by state or federal laws, such as the Gramm Leach Bliley Act ("GLBA"), the Driver's Privacy Protection Act ("DPPA"), or other state or federal laws and regulations, or is subject to Contributor restrictions.
 - iv. If Subscriber is permitted to purchase motor vehicle records ("MVR Data") from West, without in any way limiting Subscriber's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:
 - Subscriber shall not use any MVR Data provided by West, or portions of information contained therein, to create or update a file to the end that Subscriber develops its own source of driving history information.
 - As requested by West, Subscriber shall complete any state forms that West is legally or contractually obligated to obtain from Subscriber before serving Subscriber with state MVR Data.
 - v. Subscriber agrees not to access Regulated Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to any Additional Terms, as defined in paragraph 5 (Additional Terms) below.
 - vi. Subscriber represents and warrants that it is the end user of Regulated Data and shall limit use and dissemination of Regulated Data solely to the permissible uses stated by Subscriber in the application and online (Subscriber's "Permissible Use"). Subscriber agrees to keep confidential and shall not disclose any Regulated Data except to Subscriber employees in the United States of America whose duties reasonably require access to such Regulated Data to carry out Subscriber's Permissible Use.
- b. **Regulated Data Usage Compliance.** West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, reasonably believes that the Data may be or has been used for an improper purpose or otherwise in violation of the terms of the Agreement, or as otherwise required by a Contributor. By accessing Data, Subscriber acknowledges that from time to time, West and its Contributors and/or various government entities will require Subscriber to identify a permissible use (if applicable) and may inquire as to Subscriber's compliance with applicable laws or the Agreement. Subscriber agrees to reasonably cooperate with any inquiry, subject to any attorney-client confidentiality. Subscriber shall immediately report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.
- c. **Regulated Data Subscriber Credentials.** West's provision of access to Regulated Data is contingent on West's verification of Subscriber's credentials in accordance with West's internal credentialing procedures. Subscriber shall notify West immediately of any changes to the information on Subscriber's application for Services and, if at any time Subscriber no

longer meets such credentialing requirements, West may terminate Subscriber's access to Regulated Data.

d. **Subscriber Responsibilities for Regulated Data.** The liability of Subscriber and its obligations to West resulting from any claim, loss, damage, liability or expense directly or indirectly occasioned by or arising out of this Agreement or any activity which is the subject of this Agreement, based upon any act or failure to act on the part of any employee or agent of Subscriber shall be determined under the Federal Tort Claims Act or other Act of Congress, as applicable. Except as otherwise prohibited by federal law and without waiving any defenses to which it may be entitled, Subscriber recognizes that its access to and use of Regulated Data is contingent upon complying with its contractual obligations contained in the Agreement. Thus, Subscriber may be liable for damages due to (i) the misuse of information by Subscriber (or any other party receiving such information from or through Subscriber), and (ii) Subscriber's breach of any representation, warranty or other provision of this Agreement. This provision shall not be interpreted to impose on Subscriber liability for the actions of West.

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

6. **Live Gateways.** In the event Subscriber is charged a monthly guarantee for usage, West will review Subscriber's actual monthly charges based upon the then-current monthly guarantee. In the event Subscriber's actual charges during a month exceed by more than three times the then-current monthly guarantee, West may limit access to live gateways for the remainder of the month.

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

8. **Protection of Personal Information.** West and Subscriber acknowledge that both parties may be required to comply with various privacy and security requirements, including but not limited to those set forth in paragraph 3.a. (Regulated Data Restrictions) above, the European Union Directive on Data Protection (95/46), and all other applicable legal directives and applicable industry standards (collectively "Privacy Laws") pursuant to which each party wishes to obtain certain undertakings from the other with regard to the use and protection of the Personal Information of either party. For purposes of this Subscriber Agreement, "Personal Information" shall refer to, without limitation, the following types of information: name, address, e-mail address, age, date of birth, telephone number, fax, social security number or equivalent or similar government identification numbers, credit/debit card information, bank account information, logins, passwords, or medical or health records of an identifiable human being. Each party shall be responsible for any collection, access, use, and disclosure of Personal Information subject to this Subscriber Agreement. Without limiting the foregoing, each party shall employ appropriate administrative, physical, and technical safeguards in order to sufficiently protect the Personal Information and any information assets and resources in question. Each party shall

promptly notify the other of any event that may result in the unauthorized collection, access, use, or disclosure of Personal Information subject to this Subscriber Agreement ("Information Protection Incident"). The parties shall make reasonable efforts to assist one another in relation to the investigation and remedy of any such Information Protection Incident claim, allegation, action, suit, proceeding, or litigation with respect to the unauthorized access, use, or disclosure of Personal Information. Furthermore, any access to or use of Personal Information must be in accordance with all applicable law. No individual shall access records that require a permissible purpose unless such a purpose exists for such individual. For purposes of its obligations hereunder, any acts or omissions by the personnel of each party shall also be deemed to be the acts or omissions of that respective party.

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

10. Product Software and Internet Based Services.

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

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

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

12. Limitation of Liability. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S, ITS AFFILIATES, AND/OR CONTRIBUTORS' ENTIRE LIABILITY

UNDER THE AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO PRODUCTS, DATA, SOFTWARE, OR INTERNET BASED SERVICES WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF SERVICE OR SOFTWARE CHARGES PAID BY SUBSCRIBER FOR THE INDIVIDUAL PRODUCT TO WHICH SUCH LIABILITY APPLIES DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST, ITS AFFILIATES, AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY TO USE PRODUCTS, DATA, SOFTWARE, OR INTERNET BASED SERVICES, OR ITS INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, ITS AFFILIATES, OR CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON DATA; OR (ii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERING DATA. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THE AGREEMENT EVEN IF WEST, ITS AFFILIATES AND/OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. NEITHER WEST NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO PRODUCTS AND DATA WILL BE UNINTERRUPTED, SECURE, COMPLETE, OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF PRODUCTS AND DATA ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS, AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA. THE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SUBSCRIBER AGREEMENT WERE MATERIAL FACTORS IN THE DETERMINATION OF SERVICE CHARGES.

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

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

15. Term and Termination. This Subscriber 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, provided, however, that this Agreement may not be terminated prior to one year after the date Subscriber first accesses the Product, unless otherwise provided in the Fedlink Agreement currently in effect between Subscriber and West. Notwithstanding the foregoing, (i) West may terminate this Subscriber Agreement immediately upon giving written notice of termination to Subscriber if West reasonably believes that Subscriber's use of Data violates any applicable law or regulation or this Subscriber Agreement, or may result in a risk to public safety, including but not limited to the safety of private individuals; (ii) Subscriber may terminate the Agreement immediately upon giving written notice of termination to West after receiving notice of an amendment (as permitted under paragraphs 5 (Additional Terms) and 14 (Effect of Agreement)) which contains new terms that materially alter the terms of this Subscriber Agreement and are unacceptable to Subscriber; (iii) either party may terminate the Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Subscriber Agreement; or (iv) West may terminate the Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties. Upon any termination of this Subscriber Agreement, the Product Software licenses shall also terminate.

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

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

18. 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 below.

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

be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in the Agreement are inserted for convenience only and do not constitute a part of the Agreement. West, as used herein, also applies to West Services Inc.

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

SUBSCRIBER

Signature _____

Name (please print) _____

Title _____

Date _____

Firm Name _____

Address _____

Contact _____

Telephone _____

Sales Representative _____

Westlaw passwords (optional) – Attach list for additional names.

NAME	PASSWORD	ATTORNEY	
Please Print (last, first)	ISSUE	YES	NO

Contact: _____

E-mail for password delivery: _____

If Subscriber is a non-Westlaw Special Offer subscriber, the applicable Schedule A Price Plan _____ *(must be completed)* is attached hereto.



THOMSON REUTERS™

TO BE COMPLETED BY CLEAR® SERVICES SUBSCRIBERS ONLY

Addendum for CLEAR Services Only – Law Enforcement and Usage Logging

**Law Enforcement Agencies and Correctional Facilities
Subscriber Certifications**

Subscriber Certification Section must be completed by Subscribers that interact with, manage or house inmates or detainees.

Account # _____ Account Name _____

Subscriber by his/her initials below certifies and acknowledges understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for product, Internet and network access:

Subscriber's Initials. Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is the responsibility of Subscriber to control access to the Internet. Subscriber by his/her initials acknowledges its understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling Internet access.

Subscriber's Initials. Subscriber certifies that it shall be responsible for controlling network access to the Internet or internal Subscriber sites. Subscriber agrees to provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL and West software. Subscriber must design, configure and implement its own security configuration.

Subscriber's Initials. Subscriber shall not use any Data, and shall not distribute any Data to any other party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the Subscriber Agreement.

Subscriber's Initials. CLEAR will be accessed by Subscriber employees only for administrative or internal business purposes. All such access use will fully comply with the following restrictions:

- In no event shall anyone other than approved Subscriber employees be provided access to or control of any terminal with access to CLEAR or CLEAR Data.
- Terminals with CLEAR access, access credentials, and CLEAR Data will be in secured locations that do not provide inmate/detainee access.
- No access shall be outsourced or otherwise provided to any other parties.
- Subscriber shall be solely responsible for ensuring that no sensitive information is made available beyond its stated permissible use.

Usage Logging

All subscribers will be restricted to "standard logging"; provided, however, authorized law enforcement agencies with arrest powers may request that user input values entered in a search or report be "blind logged". Authorized law enforcement agencies choosing Blind Logging must initial below:

Subscriber initials if Subscriber is an authorized law enforcement agency with arrest powers and requests Blind Logging

Required for, and applicable to, only accounts with arrest powers.

West reserves the right to change the logging type based on credentialing and account validation.

Subscriber must complete and attach the Exhibit 1 for CLEAR Services

Subscriber by his/her signature below acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement and certifies that the information provided in the Exhibit 1 for CLEAR Services is complete and accurate.

SUBSCRIBER

Signature _____

Name (please print) _____

Title _____

Date _____

Firm Name _____

Address _____

Telephone _____

Sales Representative _____



THOMSON REUTERS™

TO BE COMPLETED BY CLEAR® SERVICES SUBSCRIBERS ONLY

Addendum for CLEAR Services

Main Account Name _____ Main Account # _____

CLEAR Primary Account Contact
Name (general business contact) _____

E-Mail Address _____ Telephone _____

CLEAR Contact Name (for delivery of Registration
Keys. Individual users will also receive their
Registration Keys if their e-mail addresses are
provided) _____

E-Mail Address _____ Telephone _____

IP Address Section
Only External IP Address(es) or Range(s) Must Be Provided

Internet Service Provider Name _____

Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements must be provided for all CLEAR orders:

- IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited.
- IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255.
- All IP addresses must be IPv4 addresses.

Permissible IP Address(es) will be those provided below as well as any previously provided IP Addresses for this Subscriber.

Subscriber initials if roaming access to CLEAR, permitting user access outside of Subscriber's designated IP Address/range, should be prohibited. Please note that if this is requested Subscriber's users will be required to access CLEAR only through Subscriber's designated entity IPs on file with West.

Technical Contact CLEAR Products (if applicable) (Contact for IP Address Issues) _____

Name _____

Telephone _____

Authorized My Account Administrator for CLEAR

Subscriber shall authorize which user shall be named as the My Account Administrator. Access to My Account will allow CLEAR user management, general account information and granting access to other My Account users. Unless otherwise specified, My Account Administrator will have access to all locations included in this Agreement.

Last Name	First Name, M.I.	E-Mail Address (required)

Authorized QuickView+ User for CLEAR

Subscriber shall authorize which CLEAR users(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to accuracy of charges or other information on QuickView+. Each QuickView+ user must have a CLEAR password.

Last Name	First Name, M.I.	Authorized Account Number

CLEAR Users

Account # _____ Address (Street, City, State, Zip) _____

Last Name	First Name, M.I.	E-Mail Address	Phone Number	IN	AD	AN	SV	TC

Account # _____ Address (Street, City, State, Zip) _____

Last Name	First Name, M.I.	E-Mail Address	Phone Number	IN	AD	AN	SV	TC

Account # _____ Address (Street, City, State, Zip) _____

Last Name	First Name, M.I.	E-Mail Address	Phone Number	IN	AD	AN	SV	TC

Account # _____ Address (Street, City, State, Zip) _____

Last Name	First Name, M.I.	E-Mail Address	Phone Number	IN	AD	AN	SV	TC

If there are additional CLEAR users, additional page(s) must be submitted with the order.

User Type Key IN = Investigator SV = Supervisor
 AD = Administrator TC = Technical
 AN = Analyst

Attachment 2

Account Validation and Certification (AVC) Form
Westlaw and CLEAR (Government)

THOMSON REUTERS

Subscriber Information		REQUIRED
Account Number (if applicable) _____		
Full Legal Name/Entity _____		
Business Unit/Dept/Agency _____		
The applicant's address below is (please check one): <input type="checkbox"/> a Commercial Location <input type="checkbox"/> a Residence (i.e. a home-based business)		
Street Address _____		
City _____	Country (if not US) _____	
State _____	Zip _____	
Main Organization Telephone _____ Location/Contact/Ext. Telephone _____		
E-Mail Address _____ Website _____		
Cell Phone (if no land line available) _____ <input type="checkbox"/> Check here if no website available		

ACCOUNT TYPE SECTION

Select the applicable type and continue to next step

Select Type of Government

- ☐ US – Federal
☐ US – State
☐ US – Local
☐ Tribal Government
☐ Other Government (please describe) _____

Select Type of Academic Institution

- ☐ Privately Funded Academic Institution (non-govt funded)
☐ Government Funded Academic Institution

Do Subscriber's end users have arrest powers? ☐ No ☐ YesWill the product be used for collections, skip-tracing, debt buying, or other similar activities related to consumer debt? ☐ No ☐ Yes

If other similar activities, please describe: _____

Is Subscriber requesting access to Utility data? ☐ No ☐ Yes*

* If yes, Subscriber may need to successfully complete an onsite inspection.

Site Inspection contact. Site inspections may be required if you are requesting access to Utility data or otherwise required by a third party data provider.

Name _____	Telephone Number _____
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Unethical or Illegal Activities

Subscriber certifies that it is NOT involved in credit fraud, identification theft, stalking, harassment, any unethical business practices or illegal activity nor has it worked to further such activities of its customers, nor is it on the U.S. Treasury Department Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List.

Multiple Locations/Branches/Subsidiaries

☐ Please check here if Subscriber is subscribing to services for use at multiple locations and attach the completed Addendum to Account Validation and Certification Form-Multiple Locations ("Addendum"). Subscriber certifies that the Account Type and Privacy Compliance information provided in this AVC Form applies to all locations set forth in the Addendum and that the location information set forth in the Addendum is complete and accurate.

Permissible Use under Gramm Leach Bliley Act

Subscriber's use of the data is limited by the U.S. Gramm-Leach-Bliley Act (15 U.S.C. 6801 et. seq.) and can only be used for specific non-FCRA (Fair Credit Reporting Act) purposes. Please indicate below (check box) what permitted use(s) will apply to your research needs.

At least one permissible use must be selected to be granted access or the Subscriber must select the non-permissible use:

- ☐ Subscriber certifies there is no permissible use.
☐ For use by a person holding a legal or beneficial interest relating to the consumer.
☐ For use in complying with federal, state, or local laws, rules, and other applicable legal requirements.
☐ For use as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
☐ For use in complying with a properly authorized civil, criminal, or regulatory investigation, subpoena, or summons by federal, state, or local authorities.
☐ For use to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.
☐ For use by any Law Enforcement Agency, self regulatory organizations or for an investigation on a matter related to public safety.
☐ To persons acting in a fiduciary or representative capacity on behalf of the consumer.

- ☐ For required institutional risk control or for resolving consumer disputes or inquiries.
- ☐ With the consent or at the direction of the consumer.

Permissible Use under Drivers Privacy Protection Act

Subscriber's use of the data is limited by the U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) and can only be used for specific **non-FCRA (Fair Credit Reporting Act)** purposes. Please indicate below (check box) what permitted use(s) will apply to your research needs:

At least one permissible use must be selected to be granted access or the Subscriber must select the non-permissible use:

- ☐ Subscriber certifies there is no permissible use.
- ☐ For official use by a Court, Law Enforcement Agency or other Government agency
- ☐ To verify or correct information provided to you by a person in order to prevent fraud, pursue legal remedies or recover a debt; skip tracing
- ☐ For use in connection with a civil, criminal or arbitral legal proceeding or legal research.
- ☐ For use in connection with an insurance claims investigation or insurance antifraud activities.

UNMASKED OR FULL DISPLAY OF SENSITIVE PERSONAL INFORMATION SECTION Qualified Accounts Only		
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Complete the below section if Subscriber requests unmasked or full display of full Security Numbers, Day of Date of Birth and/or Driver's License Wallet

- ☐ Subscriber **IS NOT** requesting unmasked or full display of Sensitive Personal Information.
- ☐ Subscriber **IS** requesting unmasked or full display of Sensitive Personal Information.

WEST PUBLISHING CORPORATION ("WEST") – AUTHORIZED SENSITIVE PERSONAL INFORMATION DISPLAY POLICY: West seeks to balance overall individual privacy needs and concerns with the legitimate personal information needs of specific entities as allowed within the provisions of the U.S. Gramm Leach Bliley Act (15 U.S.C. § 6821 et seq.) (U.S. GLB), U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) (U.S. DPPA) and other laws. As a general rule, sensitive data on West Public Records Databases is truncated. In order to help ensure that access to authorized unmasked and full display of sensitive data is warranted, West requires validation on a regular basis as necessary for each account requesting access to unmasked and full display of sensitive personal information to certify that the unmasked and full display of personal information is needed, and will only be used in connection with legitimate business. West, in its sole discretion, reserves the right to discontinue access to unmasked and full display of personal information.

CLEAR Subscribers: All CLEAR Users on this account will be granted access to the same type of sensitive personal information upon approved credentialing.

Westlaw Subscribers: Only those Westlaw users listed below will be granted access the sensitive personal information.

Please provide the names and passwords of those individuals for which unmasked access should be added or removed. Use additional page with the information below if needed.

Westlaw User			
Last Name	First name	Password (applicable only if active subscriber)	Add or Remove

Information Protection Affirmation

Subscriber shall be fully responsible for any unauthorized collection, access, use, and disclosure of Personal Information subject to this Agreement. Without limiting the foregoing, Subscriber shall employ appropriate administrative, physical, and technical safeguards in order to sufficiently protect the Personal Information and information assets and resources in question. Subscriber shall immediately notify West of any Information Protection Incident that may result in the unauthorized collection, access, use or disclosure of Personal Information subject to this Agreement. Subscriber shall make all reasonable efforts to assist West 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. For purposes of its obligations hereunder, the acts or omissions of Subscriber's employees, shall also be deemed the acts or omissions of Subscriber.

Appropriate Use Standard

West provides computer devices, networks, and other electronic information systems to meet missions, goals, and initiatives and must manage them responsibly to maintain the confidentiality, integrity, and availability of its information assets. The use of any West information asset will be for legitimate business purposes only and in accordance with all applicable West corporate policies. Any access to or use of non-public personally identifiable information must be in accordance with all applicable law. No individual shall access records that require a permissible purpose unless such a purpose exists. It is your responsibility to seek guidance and clarification in case of any question about the proper use of West resources, including but not limited to the use of non-public personally identifiable information. All employees associated with the Subscriber, including all personnel must adhere to these requirements.

Fair Credit Reporting Act (FCRA) Use Prohibited

Subscriber certifies that it has read, understands and will comply with the terms of the Research Subscriber Agreement including in particular (but not limited to) the Data Usage Restrictions. Subscriber understands that West is not a Consumer Reporting Agency and Subscriber will not use any Westlaw/CLEAR Data for any purpose regulated by the U.S. Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) or any similar statute.

By signing below, you acknowledge that you and all authorized persons under your account(s) agree to limit the use of this information, as described above, and to comply with the provisions of the U.S. Gramm Leach Bliley Act (15 U.S.C. § 6821 et seq.) (U.S. GLB), U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) (U.S.DPPA) and all other applicable federal, state, and local laws, rules, and regulations.

You further certify that you are authorized to execute this Account Validation and Certification Form on behalf of the Subscriber listed above and that statements you have provided in this form are true and correct. Further, you agree to the terms and conditions set forth in this form and understand that you may periodically be required to re-certify information provided herein.

AUTHORIZED REPRESENTATIVE FOR CERTIFICATION

Printed Name _____

Title _____

Date _____

Signature X _____

Once this document is completed and signed by an authorized representative of the Subscriber, please provide it to your West Sales Consultant with a signed order or fax to 866-294-1042 or email to west.avtercredentials@thomson.com.

All information is subject to verification and approval by West.



West Master Software Subscriber Agreement for FEDLINK Members

WEST MASTER SOFTWARE SUBSCRIBER AGREEMENT (the "Subscriber Agreement") entered into between _____ ("Subscriber") and West, a Thomson Reuters business ("West") regarding West Software, as follows:

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

2. FAR Applicability. All of the terms and conditions set forth below are subject to and governed by the language of FAR clause 52.212-4 (Contract Terms and Conditions – Commercial Items) as well as the terms of the FEDLINK contract. In the event any language in the terms and conditions of this Agreement or the applicable Exhibit(s) conflicts with the governing FAR clause or other federal law, such FAR clause or other federal law takes precedence over the language of this Agreement and the applicable Exhibit(s).

3. Software License.

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

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

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

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

5. Title. Subscriber hereby acknowledges and agrees that all right, title and interest in and to the Software, the Documentation and any other related materials are, and shall remain, vested solely in West and other software owners, or third-party suppliers (each, a "Supplier" and, collectively, "Suppliers") if any, and Subscriber shall not hold itself out as having any ownership or other rights with respect thereto, except as specifically granted hereunder. Except as expressly permitted herein, Subscriber covenants and

agrees that it shall make no use of the Software, the Documentation or any other related materials without West's prior written consent. Any and all goodwill associated with such rights shall inure directly and exclusively to the benefit of West and/or its Suppliers (as applicable).

6. Confidential Information.

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

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

7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

7.1 West warrants that for the period ending ninety (90) days after the first date that Subscriber commences production use of the Software (the "Warranty Period") the Software will substantially conform to the Documentation (available at west.thomson.com.). THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT, ANY APPLICABLE SCHEDULE OR LICENSE AGREEMENT, THE SOFTWARE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S, ITS AFFILIATES', AND/OR ITS SUPPLIERS' ENTIRE LIABILITY UNDER THE AGREEMENT, IF ANY, FOR ANY AND ALL CLAIM(S) FOR DAMAGES RELATING TO THE SOFTWARE WHICH ARE MADE AGAINST THEM, INDIVIDUALLY, JOINTLY, OR AS A GROUP, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF SOFTWARE SUBSCRIPTION CHARGES PAID BY SUBSCRIBER RELATIVE TO THE SPECIFIC SOFTWARE FEATURE (i.e., THE SPECIFIC FUNCTION BEING PERFORMED) WHICH IS THE BASIS OF THE CLAIM(S) DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST, ITS AFFILIATES, AND/OR ITS SUPPLIERS BE LIABLE TO SUBSCRIBER FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THE AGREEMENT OR USE OF, OR INABILITY TO USE, THE SOFTWARE, EVEN IF WEST, ITS AFFILIATES,

AND/OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER WEST NOR ITS AFFILIATES OR SUPPLIERS MAKE ANY WARRANTY THAT ACCESS TO THE SOFTWARE WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF THE SOFTWARE ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA. The performance of the Software varies with various manufacturers' equipment with which it is used. Certain software used by Subscriber may not be capable of supporting the Software. West does not warrant the level of performance of the Software or that earlier versions superseded by new versions (whether or not distributed to Subscriber) will continue to be capable of access to and use with West Services.

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

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

8. Indemnification.

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

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

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

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

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

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

9. Term and Termination.

9.1 The Agreement will become effective upon approval and acceptance by West, and will continue in effect for the Minimum Term as set forth in the applicable Exhibit, unless otherwise provided in the FEDLINK Agreement currently in effect between Subscriber and West. Notwithstanding the foregoing, (i) West may terminate the Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties; and (ii) either party may terminate the Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of the Agreement and such breach is not cured within thirty

(30) days of notice of such breach to the breaching party by the non-breaching party.

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

10. General Provisions.

10.1 Force Majeure. West and/or its Suppliers shall not be liable for any delay or failure in performing hereunder if caused by factors beyond their reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

10.2 Notices. Except as otherwise provided herein, all notices must be in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164 - 1803, Attention: Customer Service, and to Subscriber at the address first set forth below. West, as used herein, applies to West Publishing Corporation, Thomson Reuters Applications Inc., West Services, Inc., Thomson Reuters (Legal) Inc., Westlaw Business Services, and their affiliates

10.3 Assignment and Waiver. 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.

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

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

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

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

11. Maintenance Terms.

11.1 Maintenance Services. Maintenance Services consist of the following:

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

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

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

11.2 West Obligations.

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

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

11.3 Subscriber Obligations.

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

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

12. Implementation and Training Services.

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

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

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

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

Hosted Practice Solutions Subscriber Agreement For FEDLINK Members

Attachment 4



THOMSON REUTERS

HOSTED PRACTICE SOLUTIONS SUBSCRIBER AGREEMENT (the "Subscriber Agreement") entered into between "Subscriber" as set forth on the West Order Form/Order Notification ("Order Form") or Hosted Practice Solutions Subscription Charges Exhibit ("Exhibit") and West Publishing Corporation, a Thomson Reuters business ("West") regarding West Hosted Practice Solutions products, as follows:

1. Designation of Products. The terms and conditions of this Subscriber Agreement are applicable to West's Hosted Practice Solutions products. Subscriber is licensing the West Hosted Practice Solutions product(s) specified by submitting a then-current Order Form or Exhibit. In the event of a conflict between the terms and conditions in paragraphs 1 through 13.1 of this Subscriber Agreement and the terms and conditions of the Order Form or Exhibit, the terms and conditions of the Order Form or Exhibit shall control.

2. FAR Applicability. All of the terms and conditions set forth below are subject to and governed by the language of FAR clause 52.212-4 (Contract Terms and Conditions - Commercial Items) as well as the terms of the FEDLINK contract. In the event any language in the terms and conditions of this Agreement or the applicable Exhibit(s) conflicts with the governing FAR clause or other federal law, such FAR clause or other federal law takes precedence over the language of this Agreement and the applicable Exhibit(s).

3. License.

3.1. Grant. West grants Subscriber a non-exclusive, non-transferable, limited license to use at its licensed site(s) identified in the Order Form, or Exhibit, the Hosted Practice Solutions products listed in the Order Form or Exhibit hereto ("Software") in Subscriber's normal course of business. In addition, Subscriber's personnel who work at or are assigned to the licensed site may use the Software on personal computers or laptops located off-site. The Software is protected by copyright and various U.S. and international patent applications.

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

4. Subscriber Content. Subscriber grants West a worldwide right to use, host, store, service, reproduce, modify, create derivative works, communicate, and publish all content uploaded to the Software by Subscriber only as is necessary for West to perform its duties under this Agreement (as defined below). West agrees that all Subscriber uploaded content and documents ("Subscriber Content") is provided to West by Subscriber solely to enable West to provide services, including accessing and viewing Subscriber Content as directed by Subscriber or Subscriber's users (using Subscriber's passwords as needed) in order to provide research assistance and/or technical support, to Subscriber and that Subscriber Content will only be used for that purpose and will only be accessed by those West employees, affiliates and contributors who have a need to access Subscriber Content in order to provide the services. West may share Subscriber information and Subscriber Content with its business partners as may be necessary to provide Time & Billing Services to Subscriber. Subscriber shall retain all title and ownership of any intellectual property rights it holds in Subscriber Content. Subscriber is responsible for ensuring that it has all of the necessary rights in any Subscriber Content and that all Subscriber Content does not infringe on the rights of any copyright owners, violate any applicable laws or violate the terms of any license or agreement. Upon receipt of adequate notice under the Digital Millennium Copyright Act (17 U.S.C.A. § 512), West reserves the right to delete or disable any Subscriber Content alleged to infringe on the intellectual property rights of any third party.

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

6. Title. Subscriber hereby acknowledges and agrees that all right, title and interest in and to the Software, the Documentation and any other related

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materials are, and shall remain, vested solely in West and other software owners, if any, and Subscriber shall not hold itself out as having any ownership or other rights with respect thereto, except as specifically granted hereunder. Except as expressly permitted herein, Subscriber covenants and agrees that it shall make no use of the Software, the Documentation or any other related materials without West's prior written consent. Any and all goodwill associated with such rights shall inure directly and exclusively to the benefit of West.

7. Confidential Information.

7.1 West acknowledges that any documents, the contents thereof, or other proprietary or confidential materials expressly designated as confidential that are provided to West by Subscriber during the term of this Subscriber Agreement ("Subscriber Confidential Information") are valuable assets of Subscriber. West will take reasonable steps to ensure that the Subscriber Confidential Information is not used or disclosed except as expressly permitted by this Subscriber Agreement. West will not permit any unaffiliated third party access to, in any manner, the Subscriber Confidential Information, except as provided in this Subscriber Agreement. Subscriber Confidential Information shall not include information that consists of ideas, concepts, know-how or techniques relating to the enhancement, customization, installation or implementation of the Software.

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

7.3 Each party represents to the other party that its personnel have undertaken general obligations of nondisclosure with regard to proprietary and Confidential Information to which they have access during the course of their relationship with such party that are no less restrictive than those imposed hereunder.

7.4 Both parties agree to use reasonable efforts to provide the other party with notice, if a party becomes legally compelled to disclose the Confidential Information and Personal Information of the other party. For purposes of this Subscriber Agreement, "Personal Information" shall refer to, without limitation, the following types of information: name, address, e-mail address, age, date of birth, telephone number, fax, social security number or equivalent or similar government identification numbers, credit/debit card information, bank account information, logins, passwords, or medical or health records of an identifiable human being. If a protective order or remedy is not available in time, the obligation of confidentiality shall be waived to the extent necessary to comply with the law and the receiving party will furnish only that portion of the Confidential Information and personal information which is legally required.

8. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

8.1 West warrants that for the period ending ninety (90) days after the first date that Subscriber commences production use of the Software the Software will substantially conform to the Documentation (available at store.westlaw.com). THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SUBSCRIBER AGREEMENT, ANY APPLICABLE SCHEDULE OR LICENSE AGREEMENT, THE SOFTWARE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS

AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S, ITS AFFILIATES AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THIS SUBSCRIBER AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO THE SOFTWARE 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 DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST AND/OR ITS AFFILIATES BE LIABLE TO SUBSCRIBER FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THIS SUBSCRIBER AGREEMENT OR USE OF, OR INABILITY TO USE, THE SOFTWARE, EVEN IF WEST, ITS AFFILIATES OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER WEST NOR ITS AFFILIATES OR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO THE SOFTWARE WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF THE SOFTWARE ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA. The performance of the Software varies with various manufacturers' equipment with which it is used. Certain software used by Subscriber may not be capable of supporting the Software.

8.2 Exclusive Remedies. The remedies in paragraphs 9.1 (Infringement Claims), and 10 (Term and Termination), are Subscriber's exclusive remedies and are in lieu of all other legal or equitable remedies and all liabilities or obligations on the part of West for damages (except for bodily injury) arising out of, relating to, or in connection with this Subscriber Agreement, including, but not limited to, the licensing, delivery, installation, use or performance of the Software or the integration of the Software with other software or hardware.

9. Indemnification.

9.1 Infringement Claims. At its sole expense, West shall defend, indemnify and hold Subscriber harmless from copyright, trade secret and U.S. patent infringement claims based upon the Software in the form delivered by West, including paying any judgment, attorney fees, costs and expenses associated with such claim.

9.2 Without limiting its obligations under paragraph 9.1, in the event a claim of infringement or misappropriation is made against West or Subscriber with respect to the Software, West, for the purpose of settling such claim, may, at its option, in respect of such allegedly infringing Software:

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

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

9.3 West's obligation to indemnify Subscriber pursuant to this paragraph 9 is contingent upon West being given prompt notice and control of, and detailed information with regard to, any such claim, suit or proceeding. Subscriber shall have the right to participate at its own cost in the defense of any such claim or action through legal counsel of its choosing. Subscriber shall not settle any such claim or action without West's prior written consent.

9.4 This paragraph 9 contains West's entire indemnification obligation and the exclusive remedies of Subscriber with regard to any claimed infringement arising out of or based upon the Software used by Subscriber.

10. Term and Termination.

10.1 This Subscriber Agreement and each Order Form or Exhibit may not be terminated prior to a Minimum Term of one year after the date West processes this Subscriber Agreement and that Order Form or Exhibit, unless otherwise provided in the FEDLINK Agreement currently in effect between Subscriber and West. In the event Subscriber requests a Minimum Term in excess of one year as set forth in the Order Form or Exhibit, this Subscriber 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 or Exhibit, either party may terminate this Subscriber Agreement by providing the other party 30 days prior written notice of such termination at the end of any Renewal Term. Notwithstanding the foregoing, (i) West may terminate this Subscriber Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties; (ii) West may terminate this Subscriber Agreement immediately upon giving written notice of termination to Subscriber if West reasonably believes that Subscriber's use of the Software violates any applicable law or regulation,

this Subscriber Agreement or may result in a risk to public safety, including but not limited to the safety of private individuals; and (iii) either party may terminate this Subscriber Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Subscriber Agreement and such breach is not cured within thirty (30) days of notice of such breach to the breaching party by the non-breaching party. Upon any termination of this Subscriber Agreement, the West Software licenses shall terminate.

10.2 If this Subscriber Agreement terminates, West will provide Subscriber with access to, and the ability to export Subscriber Content for 180 days at no charge. Notwithstanding the foregoing, Subscriber will be charged for any and all Subscriber Content stored within the Case Logistix-Hosted, and/or Case Notebook-Hosted applications during the 180 day data extraction period. After a commercially reasonable time has passed, but no less than 180 days after the termination of this Subscriber Agreement, West will delete Subscriber Content. The terms and conditions of this Subscriber Agreement will remain in effect during such 180 days and cover any access to the Software by Subscriber to export Subscriber Content. Notwithstanding anything to the contrary herein, Subscriber must remove all Time & Billing content prior to termination of the Order Form and this Subscriber Agreement.

11. General Provisions.

11.1 Effect of Agreement. This Subscriber Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Software. West, as used herein, applies to West Publishing Corporation and West Services, Inc.

11.2 Force Majeure. West shall not be liable for any delay or failure in performing hereunder if caused by factors 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.

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

11.4 Assignment and Waiver.

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

11.5 Survival. Paragraphs 6 (Title), 7 (Confidential Information), 8 (Disclaimer of Warranties and Limitation of Liability), 9 (Indemnification), 10 (Term and Termination), 11 (General Provisions); and 8.2 (Remedies) shall survive any termination of this Agreement.

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

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

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

12. External Users

12.1 Access of Subscriber Content by Third Parties. Subscriber may allow third parties access to Subscriber's Content stored within the Software. Prior to being granted access to Subscriber's Content the third party must be invited by Subscriber to view Subscriber Content and must then assent to the terms and conditions covering usage of the Software through

another agreement contained within the Software prior to accessing Subscriber's Content. If a third party invited by Subscriber to access Subscriber Content does not assent to the terms and conditions contained within the additional agreement the invited third party will be denied access to Subscriber's Content.

ATTACHMENT A to Hosted Practice Solutions Subscriber Agreement – Service Level Agreement for Hosted Practice Solutions Products

1. Application of Service Level Agreement

- 1.1. **Covered Services.** This Service Level Agreement ("SLA") covers West's Hosted Practice Solutions Products.
- 1.2. **Term and Termination.** This SLA will take effect from the date Subscriber's order is processed by West and will apply to the Covered Service only. This SLA shall terminate upon the termination or expiration of this Subscriber Agreement.

2. Definitions

- 2.1. **General.** Where used in this SLA, unless stated otherwise, capitalized words and phrases shall have the respective meanings set forth herein. All references to paragraphs herein shall be deemed references to this SLA unless stated otherwise.
- "Availability" shall have the meaning set forth in paragraph 4.1.
- "Covered Services" means the West products and services as described in paragraph 1.1.
- "Downtime" means any identifiable and reproducible error, malfunction or defect resulting in the interruption to the Covered Services or that otherwise prevents access to the Covered Services.
- "Error" means a malfunction of some part of the Hosted Practice Solutions products of which West has received notification not including third party gateways and Internet connectivity or communication or extraordinary (non-traditional user search requirements) of which West has received notification.
- "Force Majeure" shall have the meaning set forth in paragraph 7.
- "Measurement Period" means the relevant calendar month during which a Covered Service is provided.
- "Response Time" shall have the meaning set forth in paragraph 5.1.
- "Support" shall have the meaning set forth in paragraph 3.1.
- 2.2. **Other Terms.** Capitalized terms used herein without definition in the Glossary, are used as defined in this Subscriber Agreement.

3. Support

- 3.1. **General.** During the term, West will use commercially reasonable efforts to respond and resolve Covered Services related queries and Error and Downtime incidents, in the manner set forth herein ("Support").
- 3.2. **Technical Support.**
All subscribers have access to a service professional via an 800 telephone number or e-mail address. During the hours listed in section 3.3 a Customer Technical Support Representative is available to answer any Covered Services technical questions.
- 3.3. **Contact Information.**
Concourse Customer Technical Support:
Phone: 1-800-787-8717
E-mail: support.concourse@thomsonreuters.com
Hours: 24x7x365
- Firm Central Customer Technical Support**
Phone: 1-800-Westlaw (1-800-937-8529)
E-mail: techsupport@thomsonreuters.com
Hours: 24x7x365
- Case Notebook-Hosted and Case Logistix-Hosted Customer Technical Support**
Phone: 1-800-290-9378
E-mail: westlaw.software.support@thomsonreuters.com
Hours: 6:30am to 7:30pm CT Monday through Friday

- 3.4. **Changes in Support Practices.** West may modify the terms of this SLA from time to time, to reflect the changes in its support practices, provided that Subscriber is not materially adversely affected by such changes.

4. Availability

- 4.1. **Availability.** West agrees to make the Covered Services available a minimum of 99% during each relevant calendar month during which a Covered Service is provided ("Availability").

5. Response Time

5.1. Response to Subscriber.

West will make commercially reasonable efforts to address Errors and Downtime in a timely fashion. Response time ("Response Time") means the time period permitted for West to classify the problem or incident according to its severity and nature. After receiving a telephone call from Subscriber, West will open a support ticket and commence a technical assessment of the problem.

In the event West discovers or is notified by Subscriber of the existence of an Error or Downtime, West will take actions reasonably necessary to determine the source of the Error or Downtime. If the problem is caused by a cause not attributable to West, then West will use commercially reasonable efforts to notify the party responsible and cooperate with such party to resolve the problem as soon as reasonably possible. If the source of the Error is within the control of West, then West will make commercially reasonable efforts to resolve the problem as expeditiously as practicable.

If a timely resolution to an Error or Downtime cannot be found, West may provide a temporary resolution which will be followed by a permanent resolution as soon as reasonably practicable thereafter.

6. Remedies

- 6.1. In the event West grossly fails to comply with the terms of this SLA, and such a breach is not cured within 30 days of receipt of notice by Subscriber of an Error or Downtime, Subscriber shall be entitled to terminate this Subscriber Agreement by providing West with 30 days written notice. West's failure to comply with the terms of this SLA shall not be deemed a "breach" under this Subscriber Agreement, unless there is a persistent and systematic failure by West to comply with the terms and conditions of this SLA.

Subscriber shall provide prior written notice to West of its intention to assert any remedies under this Subscriber Agreement, and shall allow West reasonable time to attempt to resolve any issues or concerns the Subscriber may have in connection with this SLA.

7. Force Majeure

- 7.1. **Scope.** Any delays in or failure of performance by either party under this Subscriber Agreement shall not be considered a breach of this Subscriber Agreement if such delay or failure is caused by acts of God, unforeseeable circumstances, acts (including a delay or failure to act) of any governmental authority (de jure or de facto), embargoes, strikes, labor disputes, riots, fire, floods, earthquakes, wars (declared or undeclared) or other military action, terrorism, sabotage, epidemics or other similar caused events beyond the reasonable control of the parties ("Force Majeure").
- 7.2. **Effect.** Neither party shall be liable for any loss or failure to perform its obligations under this Subscriber Agreement due to circumstances of Force Majeure. If such circumstances continue for more than three (3) months, either party may cancel any affected Covered Service immediately upon written notice.