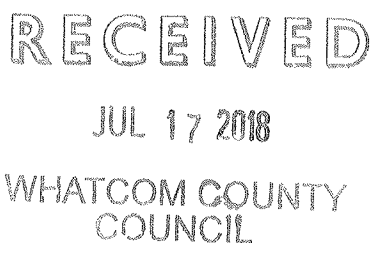


WHATCOM COUNTY COUNCIL AGENDA BILL

2018-220

NO. _____

<i>CLEARANCES</i>	<i>Initial</i>	<i>Date</i>	<i>Date Received in Council Office</i>	<i>Agenda Date</i>	<i>Assigned to:</i>
Originator:	QKW	07/12/18		7/24/18	Finance
Division Head:				7/24/18	Council
Dept. Head:	DSM	07/12/18			
Prosecutor:	DSM	07/12/18			
Purchasing/Budget:	BB	7/13/18			
Executive:	MS	7.17.18			

TITLE OF DOCUMENT:
WESTLAW CONTRACT/SUBSCRIPTION PROSECUTOR'S OFFICE

ATTACHMENTS:
SOLE SOURCE DESIGNATION OF THOMSON RESUTORS (WEST PUBLISHING)

SEPA review required? () Yes (x) NO	Should Clerk schedule a hearing? () Yes (x) NO
SEPA review completed? () Yes (x) NO	Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: *(If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)*

The attached contract/subscription renews and replaces last year's contract for on-line legal research, which lapses at the end of July. The term of the contract/subscription is 24 months and includes all discounts relating to a multi-year agreement. The renewal contract/subscription provides web-based access to proprietary legal materials giving our attorneys and staff a tool that facilitates effective and efficient legal research. The contract includes access to West Proflex, Peoplemap Premier and Company Investigator or Government, Draft Assistant for Government, West Legal Ed Center for government, National Primary Core for Government and Analytical Plus for Government all on Westlaw. Effectively, this contract extends our 2017 agreement two additional years.

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #:
 201707002

Related File Numbers:

Ordinance or Resolution Number:

Please Note: *Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.*

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
201807010

Originating Department:	Whatcom County Prosecutor
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Click here to enter text: <u>Pros. Admin.</u>
Contract or Grant Administrator:	N/A
Contractor's / Agency Name:	Thomson Reuters (West Publishing0

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No
 Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201707002

Does contract require Council Approval? Yes No If No, include WCC: _____
 (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? If yes, grantor agency contract number(s): _____ CFDA#: _____
 Yes No

Is this contract grant funded? If yes, Whatcom County grant contract number(s): _____
 Yes No

Is this contract the result of a RFP or Bid process? Contract Cost
 Yes No If yes, RFP and Bid number(s): _____ Center: 2600

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input checked="" type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input type="checkbox"/> Interlocal Agreement (between Governments).	

Contract Amount:(sum of original contract amount and any prior amendments): \$ _____ This Amendment Amount: \$ <u>\$89,233 + \$7763 in tax two year term</u> Total Amended Amount: \$ <u>\$96,996</u>	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
--	--

Summary of Scope: The attached contract/subscription renews and replaces last year's contract for on-line legal research, which lapses at the end of July. The term of the contract/subscription is 24 months and includes all discounts relating to a multi-year agreement. The renewal contract/subscription provides web-based access to proprietary legal materials giving our attorneys and staff a tool that facilitates effective and efficient legal research. The contract includes access to West Proflex, Peoplemap Premier and Company Investigator or Government, Draft Assistant for Government, West Legal Ed Center for government, National Primary Core for Government and Analytical Plus for Government all on Westlaw. Effectively, this contract extends our 2017 agreement two additional years. First year costs \$44,174 + tax of \$3,843 = \$48,017 and second year costs \$45,058 + tax of \$3,920 = \$47,979 which equal \$89,233 + tax of \$7,763 = \$96,996 for the two year term of this contract/subscription.

Term of Contract: <u>24 months</u>	Expiration Date: <u>July 31,2020</u>
------------------------------------	--------------------------------------

Contract Routing:	1. Prepared by: <u>KWalker</u> <i>KW</i>	Date: <u>07/12/18</u>
	2. Attorney signoff: <u>David McEachran</u> <i>DSM</i>	Date: <u>07/13/18</u>
	3. AS Finance reviewed: <u>Brad Bennett</u> <i>BB</i>	Date: <u>07/13/18</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: <u>West doesn't sign until approved</u>	Date: _____
	6. Submitted to Exec.: <u>07/13/18</u> ✓	Date: <u>7-13-18</u>
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

**WHATCOM COUNTY PROSECUTING ATTORNEY
DAVID S. McEACHRAN**

CHIEF CRIMINAL DEPUTY
Mac D. Setter

Whatcom County Courthouse
311 Grand Avenue, Second Floor
Bellingham, Washington 98225-4079
(360) 676-6784 / APPELLATE FAX (360) 738-2517
COUNTY (360) 398-1310

CHIEF CIVIL DEPUTY
Randall J. Watts

ASST. CHIEF CRIMINAL DEPUTY
Warren J. Page

CIVIL DEPUTIES
Karen L. Frakes
Daniel L. Gibson
Royce Buckingham

CRIMINAL DEPUTIES

Craig D. Chambers
Elizabeth L. Gallery
David A. Graham
Eric J. Richey
James T. Hulbert
Jeffrey D. Sawyer
Shannon Connor
Dona Bracke
Nathan Deen
Joathan Richardson
Christopher Quinn
Brandon Waldron
Melissa Stone

**CIVIL SUPPORT
ENFORCEMENT DEPUTIES**
Angela A. Cuevas
Dionne M. Clasen

APPELLATE DEPUTIES
Kimberly Thulin
Hilary A. Thomas

ADMINISTRATOR
Kathy Walker

TO: Brad Bennett, Finance Manager
FROM: Kathy Walker, Administrative Manager
RE: Sole Source Approval West Subscription Agreement
DATE: July 12, 2018

Attached is the WEST subscriber agreement that will require the County Council approval and your approval as to having sole source standing. This agreement renews and replaces last year's contract for on-line legal research, which will lapse at the end of July. This agreement has a 24 month term and includes all the discounts attaching to a multi-year contract. The renewal subscription provides web-based access to proprietary legal materials giving our attorneys and staff a tool that facilitates effective and efficient legal research.

As you probably recall, West Publishing, which is a division of Thomson Reuters Inc. a Canadian corporation, has been designated as a sole source provider for web-based, legal research since June of 2004. By way of background information, West is considered the foremost provider of integrated information solutions to the U.S. legal market and has been doing so for more than 135 years. While there are other on-line research tools, West is the only company that can provide the treatises/series that are critical to our legal practice. The following is a partial list of the exclusive (proprietary) content we have access to through our current subscriber agreement: Washington Practice, Annotated Revised Code of Washington, Washington Digest, Pacific Reporter and McQuillin Municipal Corporations.

Additionally, because we are entering into a contract for on-line services we get a fifty percent discount on certain printed materials we still maintain that can only be acquired from Thomson West. Historically, these books were invoiced and paid for upon receipt outside of an agreement. In 2016 the company requested that we enter into a 24 month agreement which allowed the company to pro-rate the annual cost of these books and bill equal monthly payments. This second agreement will also be renewed this year but can be executed by the County Executive.

Please provide your written decision below.

SOLE SOURCE DESIGNATION:

APPROVED: _____




DATED: _____

7/13/18

DISAPPROVED: _____

DATED: _____

 THOMSON REUTERS	<h2 style="margin: 0;">Order Form</h2>	<h2 style="margin: 0;">Order ID: Q-00257103</h2>
Contact your representative claire.spydell@thomsonreuters.com with any questions. Thank you.		

Account Address

Account #: 1000815803
 WHATCOM COUNTY PROSECUTOR
 COURTHOUSE
 311 GRAND AVE STE 201
 BELLINGHAM
 WA, 98225-4038 US

Shipping Address

Account #: 1000815803
 WHATCOM COUNTY PROSECUTOR
 COURTHOUSE
 311 GRAND AVE STE 201
 BELLINGHAM
 WA, 98225-4038 US

Billing Address

Account #: 1000815803
 WHATCOM COUNTY PROSECUTOR
 COURTHOUSE
 311 GRAND AVE STE 201
 BELLINGHAM
 WA, 98225-4038 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

Online / Practice Solutions / Solutions / ProFlex Renewals							
Svc Mat#	Renewed Product	Agreement #	Deal ID	*Current Monthly Rate	Renewal Term (Months)	First Year Renewal Term Increase	Year Over Year Renewal Term Increase
40757482	West Proflex	0000057177		\$3,609.06	24	2%	2%

Renewal Terms

*I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Rate shown above

For Online/Practice Solutions/Software/Proflex Products Renewal Term Monthly Charges will be based on the Monthly Charges in effect at the end of the month before the Renewal Term starts. Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. The Renewal Term will continue for the number of complete calendar months identified in the Renewal Term column above. The annual percent increases will be as stated in the grid above.

You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing data or services that are not included in your subscription. Excluded Charges may change after 30 days written or online notice.

For Window Products Renewal Term Monthly Charges are due regardless of the level of your usage. The Monthly Window will remain unchanged. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. You are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Schedule A rates may change upon at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Renewal Terms

For Online/Practice Solutions/Software/Proflex Products: Your subscription will change to a month-to-month status at the end of the Renewal Term, and your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 60 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803..

For Window Products Your subscription will change to a month-to-month status at the end of the Renewal Term and your Monthly Charges will be billed at up to our then current rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Renewal Term Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

Schedule A attached.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-case-notebook-hosted.pdf>

N/A

The **General Terms and Conditions**, apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf> Schedule B attached.

The General Terms and Conditions for Federal Subscribers are located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval. N/A

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control. Schedule C attached.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- Westlaw Doc & Form Builder
- West km Software
- West LegalEdcenter
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Additional Order Form Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: O-00257103

Jack Louws
County Executive

Signature of Authorized Representative for order

Title

Printed Name

Date

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This Order Form will expire and will not be accepted after 8/27/2018.



THOMSON REUTERS

Attachment

Order ID: Q-00257103

Contact your representative eddie.repanich@thomsonreuters.com with any questions.
Thank you.

Order ID: Q-00257103

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account

Account Number: 1000815803

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)

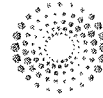
Contact Name: Kathy Walker

Email: kwalker@co.whatcom.wa.us

eBilling Contact

Contact Name

Email



**Addendum to West Order Form
24 Month Renewal Term-Renewals Only****

Subscriber: WHATCOM COUNTY PROSECUTOR

Account #: 1000815803

1. **Effect of Addendum.** The underlying West Order Form/Order Notification between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the West Order Form/Order Notification. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the West Order Form/Order Notification and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control.

2. **Modification to Order Form.**

This Renewal Term under Order ID: Q-00257103 is a continuation of Order ID: Q-00029287/Whatcom County Contract No. 201707002 signed on July 12, 2017.

Subscriber agrees to commit to an additional 24 months. The Monthly Charges for the first additional 12 months shall be 2% more than the Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Terms and the Monthly Charges for the second additional 12 months shall be 2% more than the Monthly Charges for the first additional 12 months.

** Effective at the end of the Minimum Term or current Renewal Term ("Renewal Term").

Except as modified in this Addendum, all other terms and conditions of the Order Form shall remain unchanged.

West, a Thomson Reuters business

Subscriber

Signed: _____

Accepted by: *David S. McEachran*

Name (please print) David S. McEachran

Title: Prosecuting Attorney

Title: Whatcom Co. Prosecutor

Date: 7/13/18

Date: 7/13/18



Plan 2 WestlawPRO for State and Local Government Agencies and Courts
— Government Service

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

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

1. Monthly Charges. Monthly Charges for the WestlawPRO Products you subscribe to are stated on the Order Form. Our pricing for banded products is made in reliance upon your certification of the number of attorneys in the Order Form. You must promptly notify us of any changes in the number of attorneys. If we learn that the actual number of attorneys is greater, we reserve the right to increase your Monthly Charges accordingly. **Sharing passwords is strictly prohibited.**

2. Excluded Charges. Monthly Charges do not include continuous WestClip, online transmission (as limited by the General Terms & Conditions), certain KeyCite Alert online citation checking, and certain online automated citation checking charges. Charges associated with the Westlaw content, products and services that are not part of the WestlawPRO products in the Order Form will be billed at the rates below ("Excluded Charges"). We may, at our option, make certain Westlaw content, products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if the Westlaw content, products or services are enhanced or released after the effective date of Order Form.

3. West Reporter Images
West Reporter Images \$25.00 per image
No offline transmission charges apply.

4. Rise of American Law
Rise of American Law – Time \$33.33 per minute
Rise of American Law – Document Displays 300.00 per document
Rise of American Law – Images 300.00 per image

5. Per Minute Charges

A. Home, Content and Topical Pages \$3.50 per minute

B. Viewing a Search Result List \$7.00 per minute

C. Per Minute Charges for Viewing Full Text Documents

Range from \$11.89 per minute to \$58.97 per minute.

6. Transactional Charges

A. Search Charges \$42.00 per search

Each search query will incur a search charge.

B. Document Display Charges

Range from \$13.00 to \$151.00 per document

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

C. Online Citation Checking Charges

KeyCite \$13.00 per citation
Inline KeyCite 5.00 per document

D. Docket Charges

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

Document Display	\$13.00 per document
Docket PDF	4.00 per image
Docket Alerts	0.00 per transaction
Document Retrieval from Alert	13.00 per document
Docket Tracks	6.00 per transaction
Docket Bankruptcy Creditor Update	4.00 per document
Document Update	2.00-8.00 per document
DE Court of Chancery PDF/Court Wire	
PDF Complaint	100.00 per image
Docket PDF from Select State Counties	22.00 per image
Court Wire Alerts – Continuous	5.00 per day per alert
Court Wire Documents	13.00 per document
Court Calendar Information Update	2.00 per transaction
Court Calendar Tracking Service	6.00 per transaction
Calendar Integration Service	1.00 per transaction

* See Pricing Guide for additional details.

E. Public Records Charges

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

PeopleMap	
PeopleMap Searches	\$55.00 per search
People/Company Records Mini Searches	13.00 per search
Alerts	2.00 per transaction
Reports	55.00 per report
Document Displays	13.00 per document
Public Records	
Searches	13.00 per search
Document Displays	13.00 per document
Real Property Reports	
Comprehensive Reports	87.00 per report
Individual Reports	55.00 per report
Deed Images and Parcel Map Images	25.00 per image
Delaware Corporate Records	
Searches	55.00 per search
Document Displays	13.00 per document
Company Investigator	
Searches	55.00 per search
Basic Reports	48.00 per report
Premier Reports	87.00 per report

F. Dun & Bradstreet Reports

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

Searches	\$13.00 per search
Comprehensive Business Information Report	150.00 per report
Business Information Report (Domestic)	125.00 per report
Business Information Report (International)	
Africa/Europe	400.00 per report
Asia/Australia	615.00 per report
Canada	175.00 per report
Latin America	500.00 per report

G. Drafting Assistant

The following charges apply in lieu of per minute and transactional charges. Drafting Assistant is only available on a subscription basis. The charges below are for tax allocation purposes only.

Cite Formatting	\$55.00 per document
Insert Flags	100.00 per document
Insert Links	55.00 per document
Quote Right	13.00 per citation
Table-of-Authority	55.00 per document

H. Westlaw Edge

Westlaw Edge is only available on a subscription basis. The charges below are for tax allocation purposes only. Standard search and result list charges apply.

Litigation Analytics	13.00 per report
Statutes Compare	13.00 per document

7. Foldering

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

8. Offline Transmission Charges

A user may elect either per line or per document offline transmission billing in Preferences. Such election will be effective for all subsequent sessions unless the election is changed. Offline transmission charges apply to all printing and downloading to storage devices and e-mailing via Westlaw functionality for hourly billing sessions, unless otherwise indicated.

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

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

9. PDF Charges

Investext Analyst Reports	
Standard Reports	11.50 per page
Premium Reports	20.00 per page

All other PDF charges range from \$3.00-\$250.00 per image. No offline transmission charges apply.

10. Westlaw Doc & Form Builder

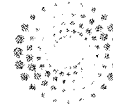
Westlaw Doc & Form Builder	\$14.00-\$138.00 per document
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11. Alert Services Charges

Alert Services Charges	
Alert Newsletter	\$0.00 per newsletter
Capitol Watch Tracks	6.00 per transaction
KeyCite Alert – Continuous	15.00 per day per transaction
KeyCite Alert – Daily	6.00 per transaction
KeyCite Alert – Non-Continuous	6.00 per transaction
Publication Alert	0.00 per transaction
WestClip Continuous	5.00 per day per transaction
WestClip Non-Continuous	0.00 per transaction

Alert charges incur on the run of the alert.

GENERAL TERMS AND CONDITIONS



THOMSON REUTERS

Thomson Reuters Legal Products and Professional Services

These General Terms and Conditions govern your use of the Thomson Reuters Legal information products, software products which include on-premise software and hosted software, and professional services in the Thomson Reuters ordering document. "We", "our", "Thomson Reuters" and "Thomson Reuters Legal" means West Publishing Corporation and our affiliates; "you" and "your" means the Subscriber identified in the ordering document.

The ordering document identifies the Thomson Reuters products and professional services, the quantities, charges and other details of your order. The ordering document also refers to documents which may apply to the products or professional services you selected. The ordering document, any applicable referenced documents and these General Terms and Conditions constitute the complete agreement and supersede any prior discussions or representations regarding your order. If the terms of the ordering document are different from these General Terms and Conditions, the ordering document will have priority. Other terms and conditions you incorporate into a purchase order or similar document shall not apply.

1. License Terms. (a) We grant a non-exclusive, non-transferable, limited license to you to use the product in your ordering document in the regular course of your business. We maintain all rights of ownership to our products. Our products change from time to time. Access to certain data may be restricted. We are not providing legal advice by allowing you to use our products. Your interpretations of data are your own for which you have full responsibility.

(b) On-premise software product licenses include updates (bug fixes, patches, maintenance releases) but do not include upgrades (releases or versions that include new features or additional functionality). You may use our software product in object code only. You may make copies of our software product for backup and archival purposes. The copy must include an embedded copyright or proprietary rights notice. No other copying or reproduction is allowed. You may not modify, translate or create derivative works of our software products.

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(e) Your access to certain products is password protected. You are responsible for assigning the passwords and maintaining password security. Sharing passwords is strictly prohibited.

(f) You may not run or install any computer software or hardware on our products or network or introduce any spyware, malware, viruses, Trojan horses, backdoors or other software exploits.

(g) We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b).

(h) If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and

completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by these General Terms and Conditions.

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3. Regulated Data. Due to the regulated or private nature of some data in our information products like credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us.

4. Hosted Products. (a) Our hosted products are designed to protect the content you store in the hosted product. You grant us permission to use, store and process your content in accordance with applicable law. Access and use of your content by our employees and contractors will be directed by you and limited to the extent necessary to deliver the hosted product, including training, research assistance, technical support and other services. We will not disclose your content except in support of the use of the hosted products or unless required by law. If the agreement expires or is terminated, we will provide access to the hosted product for 180 days so that you may remove your content. The agreement will remain in effect through the 180-day extraction period.

(b) We will provide notice to you of any unauthorized third party access to your content of which we become aware in accordance with applicable law and will use reasonable efforts to remediate identified security vulnerabilities. If your content is lost or damaged, we will assist you in restoring the content to the hosted product from your last available back up copy.

(c) You are responsible for ensuring that your content does not infringe on any intellectual property right, violate any applicable laws or the terms of any agreement. If we are notified that your content may infringe on the intellectual property rights of a third party we may be obligated to delete or disable it from the hosted product under the Digital Millennium Copyright Act (17 U.S.C.A. 512).

5. Professional Services. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

6. Privacy. The parties will at all times process personally identifiable information (PII) you provide to us in accordance with applicable law. You confirm that you will only upload or disclose PII as permitted by applicable law. The parties will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged unauthorized access, use, processing, or disclosure of PII. Each party will maintain, and will require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the PII against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, or access. PII includes any information relating to an identified natural person or a natural person who can be identified directly or indirectly by means reasonably likely to be used by the controller of the information, or any other natural or legal person.

7. Confidentiality. Confidential information received from each other will not be disclosed to anyone else unless required by law or if necessary to perform the agreement. The receiving party agrees that during the term of the agreement and for three years afterward, it will continue to protect the confidential information. The parties will use industry standard administrative, physical and technical safeguards to protect the confidential information. If a court or government agency orders either of us to disclose the confidential information of the other party, the other party will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification.

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9. Liability. (a) The entire liability of Thomson Reuters or any of our third party providers for all claims arising out of or in connection with the agreement will not exceed the amount of any actual direct damages up to the amounts you paid in the prior 12 months for the product that is the subject of the claim. We are not liable for special, incidental, exemplary, indirect or economic consequential damages, anticipated savings, lost profits, lost business, lost revenue, or lost goodwill.

(b) You are responsible for following all usage instructions, for adhering to the minimum recommended technical requirements, for changes you make to our product, for your failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems, and for your failure to install updates. We will not be responsible if our product fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product failed because of one of these, we reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

(c) If a third party sues you claiming that a product you licensed in the agreement infringes that party's intellectual property right and your use of our product has been in accordance with the terms of the agreement, we will defend you against the claim and pay damages that a court finally

awards against you or that are included in a settlement approved by us. You must promptly notify us in writing of the claim, supply information we reasonably request, and allow us to control the defense and settlement. We have no liability for claims that include items not provided by us.

10. Term, Termination. (a) The term and any renewal terms for the product are described in the ordering document.

(b) We may suspend or limit your use of our products or professional services or terminate the agreement if, in our sole discretion, we determine that your use may result in a risk to public safety, or that there has been a breach of security, material breach of your obligations under the agreement, material breach of any other agreement between the parties or a violation of law. If the cause of the suspension is reasonably capable of being remedied, we will provide you notice of what actions you must take to reinstate the product. If you fail to take the actions or the cause cannot be remedied within 30 days, we may terminate the agreement

(c) You may terminate the agreement immediately upon written notice if we commit a material breach and fail to cure the material breach within 30 days.

(d) We may amend these General Terms and Conditions from time to time by giving you at least 30 days prior written notice. If an amendment materially changes the agreement, you may request good faith negotiations regarding those terms that materially change the agreement. If the parties cannot reach mutual agreement on the material changes within 30 days, you may terminate the agreement immediately on written notice.

(e) You may terminate the agreement immediately on written notice if you object to amendments made to the third party additional terms under paragraph 2 if the amendments materially change the agreement.

(f) Upon termination, all licenses end immediately. You will return software products to us or uninstall and destroy them. Termination of the agreement will not relieve you of your obligation to pay us any amounts you owe up to and including the date of termination.

(g) Either party may terminate the agreement in part as it relates to any software or other product or service that is licensed or ordered under the agreement if and to the extent that software or other product or service is no longer commercially available.

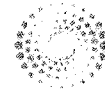
11. Force Majeure. Each party's performance under the agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial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

12. General. (a) You may not assign the agreement to anyone else without our prior written consent. We will provide you with written notice if we need to assign the agreement as part of our business operations.

(b) You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.

(c) Our products may not be exported or re-exported in violation of the U.S. Foreign Corrupt Practices Act, the U.S. Export Administration Act or any other applicable laws, rules and regulations.

(d) United States Government use, duplication or disclosure of our software products is subject to applicable restrictions of the following regulations: Commercial Computer-Restricted Rights [FAR 52.227-19(a) - (d)]; Rights in Technical Data and Computer Product [DFARS 252.227-7013(c)(1)(ii)]; the Commercial Computer Product - Restricted Rights [48 CFR 52.227-19 (c)(1) and (c)(2)]; and similar clauses in the NASA FAR Supplement. These restrictions do not apply to our information products or services.



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