

CONTRACT ROUTING SHEET

Date Prepared: 6/12/13

Need Date: 6/19/13

PROCESSING DEPARTMENT:

Department: COUNTY COUNSEL

Dept. Contact: MOLLY KOTYK *mk*

Phone #: 5781

Department: _____

Head Signature: *[Signature]*

CONTRACTOR:

Name: WEST, A Thomson Reuters Business

Address: 610 Opperman Drive
St. Paul, MN 55164-1803

Phone: (949) 713-2370

CONTRACTING DEPARTMENT: COUNTY COUNSEL

Service Requested: On-line legal publications

Contract Term: 7/1/2013-6/30/2016 Contract Value: \$73,882

Compliance with Human Resources requirements? Yes: _____ No: _____

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: _____ Date: 6/18/13 By: *[Signature]*

Approved: _____ Disapproved: _____ Date: _____ By: _____

EL DORADO COUNTY
2013 JUN 18 AM 4:25

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

COUNTY COUNSEL
EDWARD L. KNAPP

CHIEF ASS'T. COUNTY COUNSEL
PATRICIA E. BECK

PRINCIPAL ASS'T. COUNTY COUNSEL
JUDITH M. KERR

SR. DEPUTY COUNTY COUNSEL
PAULA F. FRANTZ
MICHAEL J. CICOZZI
DAVID A. LIVINGSTON

**EL DORADO COUNTY
OFFICE OF
THE COUNTY COUNSEL**



COUNTY GOVERNMENT
CENTER
330 FAIR LANE
PLACERVILLE, CA
95667
(530) 621-5770
FAX# (530) 621-2937

DEPUTY COUNTY COUNSEL
SCOTT C. STARR
LESLEY B. GOMES
KATHLEEN A. MARKHAM
JANETH D. SANPEDRO
ABIGAIL L. ROSEMAN

June 12, 2013

Board of Supervisors
County of El Dorado
330 Fair Lane
Placerville, CA 95667

RE: Agreement # 087-O1411, with West, A Thomson Reuters Business for On-Line
Legal Publications/Research

Honorable Supervisors:

Recommendation:

County Counsel recommends that the Board of Supervisors approve the submitted agreement for on-line legal publications/research with West, A Thomson Reuters Business.

Reason for Recommendation:

West provides on-line legal data bases which contain a variety of legal publications, treatises, legal resources and case law. County Counsel has been using comparable services either through West or Lexis Nexis since the late 1980's. This agreement is a three year term which will realize the greatest long term savings in both on-line research and print publications. With the three year agreement West will reduce the monthly fee by 30%, for a savings of \$837.00 per month, as indicated in the agreement in addition to reducing much of our print publications by 50%, for a savings of \$14,726 per year.

West is providing to County Counsel nine (9) California Government Code 2013 ed. (California Desktop Codes) free of charge for the first year and one copy of California Civil Practice Statutes Rules Annotated, 2013 ed. (California Desktop Codes).

Included in this contract is West LegalEdCenter where the attorneys may obtain Minimum Continuing Legal Education (MCLE) credits which is required for them to remain in good standing with the state bar.

We are requesting that the Chairperson ratify the signature on the agreement of Edward L. Knapp which indicate acceptance to the specifics and usage terms of this agreement.

This agreement contains a fiscal out clause with 30 days written notice.

Fiscal Impact:

Fiscal year cost of Agreement is \$23,436 for fiscal year 13/14 which is slightly higher than budgeted but will have an offset in the sub-object 4265 for legal publications, with a 5% increase to be incurred in fiscal years 14/15 and 15/16.

Actions to be Taken After Board Approval:

Chairperson of the Board to sign the agreement with West, ratify Edward L. Knapp's signature on said agreement and forward to County Counsel for processing.

Sincerely,



EDWARD L. KNAPP
County Counsel

ELK:mdk *mdk*
Attachments

Agmt 087-01411



Order Notification

A Thomson Reuters business

Contact your representative michael.sulkin@thomsonreuters.com with any questions. Thank you.

Order ID: **446243**

Subscriber Information

Account Address:

Account #: **1000630612**
DORADO COUNTY COUNSEL
EDWARD L KNAPP
330 FAIR LN
PLACERVILLE, CA 95667
US
530-621-5770

Shipping Address:

Account #: **1000630612**
DORADO COUNTY COUNSEL
EDWARD L KNAPP
330 FAIR LN
PLACERVILLE, CA 95667
US
530-621-5770

Billing Address:

Account #: **1000630612**
DORADO COUNTY COUNSEL
EDWARD L KNAPP
330 FAIR LN
PLACERVILLE, CA 95667
US
530-621-5770

Payment and Shipping Information

Payment Method:

Payment Method: **WestAccount**
Account Number: **1000630612**

Shipping Information:

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

Additional Information

Created By: **1440065**
Order Source: **27**
Revenue Channel: **01**
Order Date: **6/13/2013 9:56:58 AM**
P.O. Number:
Additional Data B: **15**

Order Contact Information

First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
Molly	Kotyk	molly.kotyk@edcgov.us		Order Confirmation Contact	28
Molly	Kotyk	molly.kotyk@edcgov.us		Primary Password Contact	24
Molly	Kotyk	molly.kotyk@edcgov.us		Quickview Contact	Quickview

Internal Comments

- Worksheet Custom Pro: <https://ordermation.west.thomson.com/esigs/of.aspx?pordergroupid=02ad4ff1-0f67-40fa-bb70-beaba6f01b84&pfv=true>
- OF Ver: <https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=95d1130b-821a-48f4-8d70-66a3c351e584&isofview=yes>

New Products - WestlawPRO/CD/WLEC/Other

Qty	Product	Material ID	Program Details	Program Codes	List Price	Other	Net Price
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1	Government Select Level 1 States	40988736	541723-Std		Monthly:		Monthly:
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13-0770 A 4 of 13

Modules to include in Custom PRO:

Material ID	Description
40982444	Primary Law with KeyCite®: All — California (WestlawNext™);
40980477	California Analytical Library (WestlawNext™);
40980367	Federal Primary Law Library (WestlawNext™);
40983467	Graphical Statutes, PastStat Locator™, State Legislative History Bundle — California (WestlawNext™);
40981701	Municipal Law Practitioner Counselor — California (WestlawNext™);
41024657	Related Documents (WestlawNext™);
40519199	West LegalEdcenter®

Monthly charges ("Monthly Charges") are billed on the date West processes Subscriber's order and continue for the minimum term of 12 complete calendar months elected by Subscriber with his/her initials below ("Minimum Term"). Subscriber also agrees to maintain all subscriptions to the WestPack print products (new and/or existing as set forth above) during the Minimum Term and the charges for Subscriber's WestPack print products (both initial print charges ("Initial WestPack Charges") and print charges and charges for CD-ROM products ("WestPack Subscription Charges")) shall be billed as set forth herein. Upon conclusion of the Minimum Term, charges for CD-ROM products and charges for WestPack Subscriptions are billed thereafter at up to then-current rates.

Minimum Term of ~~36 months~~ Monthly Charges and **WestPack Print - 50% Discount** WestPack Print Products (new and existing) Monthly for the ~~second~~ 12 months not to increase by more than 5% over the Monthly Charges for the initial 12 months and the Monthly Charges for the third 12 months not to increase by more than 5% over the Monthly Charges for the second 12 months.

NON-GOVERNMENT SUBSCRIBERS ONLY

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

GOVERNMENT CUSTOMERS ONLY:

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

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

User	Start Date	Position	Email
Beck, Patricia E		ATTORNEY	
Ciccozzi, Michael J		ATTORNEY	
Frantz, Paula F		ATTORNEY	
Gomes, Lesley B		ATTORNEY	
Kerr, Judith M		ATTORNEY	
Knapp, Edward L		ATTORNEY	
Livingston, David A		ATTORNEY	
Markham, Kathleen A		ATTORNEY	kathleen.markham@edcgov.us
Roseman, Abigail L		ATTORNEY	ablgail.roseman@edcgov.us
SanPedro, Janeth D		ATTORNEY	janeth.sanpedro@edcgov.us
Starr, Scott C		ATTORNEY	
Kotyk, Molly		Non-Attorney	

WLEC Passwords:

User	Type	Position	Email	Prac Area 1	Juris 1	Prac Area 2	Juris 2r
Kotyk, Molly	WLEcAdmin	Non-Attorney	molly.kotyk@edcgov.us	Government Contracting	California		

New Products - Print							
Qty	Product	Material ID	Program Details	Program Codes	List Price	Other	Net Price

1	California Civil Practice Statutes and Rules Annotated, 2013 ed. (California Desktop Codes)	16396836	519771-Std Free Print Product	519771	\$72.00	100%	\$0.00
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Qty	Product	Material ID	Program Details	Program Codes	List Price	Other	Net Price
9	California Government Code, 2013 ed. (California Desktop Codes)	40439262	519771-Std Free Print Product	519771	\$110.00	100%	\$0.00

Order Subtotal:	N/A
*Shipping:	FREE
* Estimated Tax:	TBD
Order Total:	\$0.00
Products Under 36 month contract term:	\$1,953.00
** Billed Monthly Total:	\$1,953.00

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

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

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

Lapse Subscriptions

Active Subscriptions to Lapse	Contract Number	Material ID
CALIFORNIA GRAPHICAL STATUTES BUNDLE	0116585425	40976477
RELATED DOCS	0116585427	41024656
WESTLAW ALL FED PRIM LAW LIB	0116585421	40973423
WESTLAW RUTTER	0116585422	40973618
WESTLAW SELECT	0116585435	40988635
WESTLAW WITKIN	0116585423	40973644
WESTLAWPRO WITH KEYCITE ALL CA	0116585424	40973822
WL PRO RESULTSPLUS PREMIUM	0116585441	40470694
WL PRO STATE PUBREC CA	0116585426	40992197

Subscription Service, Passwords and West km Software. Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers licensing only LiveNote/Case NoteBook/Timeline/Publisher Software will not be issued Westlaw passwords. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all Subscriber's authorized users. Subscriber's Westlaw Doc Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc and Form Builder subscription, West will provide Subscriber access to and the ability to export related Westlaw Doc and Form Builder Data for 180 days at no charge. After a commercially reasonable time has passed, but no less than 180 days after the termination of this agreement, West will delete such Westlaw Doc and Form Builder Data.

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

whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report. Usage Cap for CLEAR Subscribers: In the event Subscriber's actual charges during a month exceed by more than ten times the then-current Monthly Guarantee, West may limit access to live gateways for the remainder of the month.

General Provisions for Government Subscribers Only. This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form is non-transferable. Transportation and handling (FOB origin) will be added to print products. Usage Cap for CLEAR Subscribers: In the event Subscriber's actual charges during a month exceed by more than ten times the then-current Monthly Guarantee, West may limit access to live gateways for the remainder of the month

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

Additional Contract Information



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

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

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

Signature for Order ID: 446243

The Research Subscriber Agreement (located at <http://legalsolutions.com/research-subscriber-agreement>), the terms and conditions applicable to CD-ROM Libraries with Westlaw access (located at <http://legalsolutions.com/cd-rom-prodoc-addendum>), the applicable Schedule A located at <http://legalsolutions.com/schedule-a-westlaw> (for WestlawPRO and/or CD-ROM Libraries products), and/or the West LegalEdcenter Subscriber Agreement (located at <http://legalsolutions.com/west-legalcenter-subscriber-agreement>) (for West LegalEdcenter products), and/or the Hosted Practice and Solutions Subscriber Agreement (located at <http://legalsolutions.com/hosted-practice-solutions-subscriber-agreement>) and the applicable Schedule A (located at <http://legalsolutions.com/schedule-a-concourse-firm-central-caselogistix>) individually or jointly, as applicable, ("Subscriber Agreement and Schedule A") is/are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and Schedule A and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement and Schedule A and this Order Form.

 <hr/> Signature of Authorized Representative for order Edward L. Knapp <hr/> Printed Name	 <hr/> Title 6-19-13 <hr/> Date
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AUTHORIZED WEST REPRESENTATIVE

Signature: 

Printed Name: Phillip McKee

Title:  SAM Counselor

Date: 6/14/13



Research Subscriber Agreement

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

1. License Grant. West grants Subscriber a non-exclusive, non-transferable, worldwide, limited license to access and use 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”) in accordance with the provisions expressly set forth herein.

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

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

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

d. Electronic Distribution. Subscriber may, on an occasional basis and via Product functionality, direct West to transmit individual documents in electronic format to individual internal user(s), and to individual third parties in connection with actual, ascertainable matters being handled by Subscriber. Subscriber may also include downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such downloaded Data in connection

with, or as part of a brief must be limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. All other direct transmission of electronic copies by Subscriber is prohibited.

2. License Restrictions.

a. Usage Restrictions. Subscriber 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 1 (License Grant) above, or as otherwise expressly permitted in writing by West. Subscriber shall not reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code of the Products, their components, or any avenue by which Products are accessed.

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

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

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

a. Regulated Data Restrictions

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

ii. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data as a factor in establishing a consumer’s eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes, or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. § 1681b).

iii. Subscriber acknowledges that access to Regulated Data, available through the Product, including but not limited to credit header Data, motor vehicle Data, driver license Data, and voter registration Data is regulated by state or federal laws, such as the Gramm Leach Bliley Act (“GLBA”), the Driver’s Privacy Protection Act (“DPPA”), or other state or federal laws and regulations, or is subject to Contributor restrictions.

iv. If Subscriber is permitted to purchase motor vehicle records ("MVR Data") from West, without in any way limiting Subscriber's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- Subscriber shall not use any MVR Data provided by West, or portions of information contained therein, to create or update a file to the end that Subscriber develops its own source of driving history information.
- As requested by West, Subscriber shall complete any state forms that West is legally or contractually obligated to obtain from Subscriber before serving Subscriber with state MVR Data.

v. Subscriber agrees not to access Regulated Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to any Additional Terms, as defined in paragraph 5 (Additional Terms) below.

vi. Subscriber represents and warrants that it is the end user of Regulated Data and shall limit use and dissemination of Regulated Data solely to the permissible uses stated by Subscriber in the application and online (Subscriber's "Permissible Use"). Subscriber agrees to keep confidential and shall not disclose any Regulated Data except to Subscriber employees in the United States of America whose duties reasonably require access to such Regulated Data to carry out Subscriber's Permissible Use.

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

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

d. **Regulated Data Indemnification.** Except as otherwise prohibited by law and without waiving any defenses to which it may be entitled, Subscriber hereby agrees to protect, indemnify, defend, and hold harmless West and all its Contributors from and against any and all costs, claims, demands, damages, losses, and liabilities (including actual attorneys' fees) arising from or in any way related to (i) the misuse of Regulated Data by Subscriber (or any other party receiving such Regulated Data from or through Subscriber); and (ii) Subscriber's breach of any representation or warranty relating to its use of or purpose in using Regulated Data.

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

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

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

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

8. Product Software and Internet Based Services.

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

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

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

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

PRODUCTS AND DATA ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS, AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA. THE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SUBSCRIBER AGREEMENT WERE MATERIAL FACTORS IN THE DETERMINATION OF SERVICE CHARGES.

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

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

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

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

agreeable alternative language for the amended terms and conditions within 30 days after the start of the negotiations, Subscriber may terminate this Subscriber Agreement as set forth in paragraph 13(ii) herein. Except as expressly set forth herein, any other amendment to the Agreement must be in writing and signed by both parties.

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

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

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

18. 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.

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

1. License.

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

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

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

2. Use of West LegalEdcenter Content

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

3. Westlaw

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

4. Subscriber Privacy and Information

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

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

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

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

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

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

f. Use of Subscriber Data by West.

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

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

6. westlegaledcenter.com.

westlegaledcenter.com is an Internet-based service that provides access to West LegalEdCenter. West grants Subscriber a non-exclusive, non-transferable, limited license to use westlegaledcenter.com (including all versions and updates). Subscriber may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of westlegaledcenter.com nor may Subscriber reproduce all or any portion of the components of westlegaledcenter.com. Subscriber may use Content cached in Subscriber's local disk drive solely in support of its use of westlegaledcenter.com. Certain software used by Subscriber may not be capable of supporting westlegaledcenter.com. The performance of westlegaledcenter.com varies with the manufacturers' equipment and networking (including without limitation the Internet and the World Wide Web) with which it is used.

7. Disclaimer of Warranties and Limitation of Liability.

West and its Contributors do not warrant that access to West LegalEdCenter will be uninterrupted or error free. The availability of Content depends on many factors, including West's connection to the Internet, Subscriber's connection to the Internet, the availability of the Internet and the Internet backbone, and equipment. Subscriber assumes the entire risk as to the quality and performance of West LegalEdCenter and the accuracy or completeness of any information about state CLE requirements. West makes no representation that Content on West LegalEdCenter is appropriate or authorized for use in all countries, states, provinces, counties, or any other jurisdiction.

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

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

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

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

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

Subscriber _____
Signature Ed Knapp
Name (please print) Edward L. Knapp
Title County Counsel
Date 6/18/13
Firm Name EDC County Counsel
Address 330 Fair Lane
Placerville, CA 95667
Contact Molly Kotyk
Telephone (530) 621-5781
Sales Representative Jackie Johnson

COUNTY OF EL DORADO:

By: _____
Chair, Board of Supervisors
"County"

ATTEST:
Jim Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk _____ ~~300-dot~~

WEST LEGALEDCENTER DOES NOT IN ANY WAY OPERATE, CONTROL OR ENDORSE ANY PRODUCTS, SERVICES OR CONTENT APPEARING ON WEST LEGALEDCENTER FROM WEST'S CONTRIBUTORS. SUBSCRIBER UNDERSTANDS AND AGREES THAT WEST DOES NOT WARRANT OR GUARANTEE THAT CONTENT OF ANY KIND OR FROM ANY SOURCE AVAILABLE FOR DOWNLOADING THROUGH WEST LEGALEDCENTER WILL BE FREE OF INFECTION, VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE OR DEFECTS THAT MAY MANIFEST HARMFUL AND DESTRUCTIVE PROPERTIES. FURTHERMORE, WEST DOES NOT WARRANT THAT THE FEATURES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT WESTLEGALEDCENTER.COM OR THE SERVER(S) THAT MAKES WEST LEGALEDCENTER AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WEST LEGALEDCENTER AND CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS, CORRECTNESS, RELIABILITY AND DELAYS. SUBSCRIBER SHALL BEAR THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. THE CLE CREDIT TRACKING SECTION OF WEST LEGALEDCENTER MAY CONTAIN INFORMATION SUBSCRIBER HAS PROVIDED TO WEST LEGALEDCENTER REGARDING CLE COURSES THAT ARE EXTERNAL TO WEST LEGALEDCENTER. ALTHOUGH WEST LEGALEDCENTER WILL MAINTAIN A RECORD OF THIS INFORMATION, WEST LEGALEDCENTER IS NOT RESPONSIBLE FOR CONFIRMING WHETHER AN EXTERNAL COURSE ATTENDED BY ANY WEST LEGALEDCENTER USER WAS ACTUALLY ACCREDITED FOR CONTINUING LEGAL EDUCATION IN ANY JURISDICTION OR WHETHER THAT USER IN FACT EARNED THOSE CREDITS. WEST IS NOT LIABLE FOR ANY MISINFORMATION, OMISSION OR MISSTATEMENT ARISING FROM THE CREDITS RECORDED AND MAINTAINED IN THE CREDIT TRACKING SECTION. UNDER NO CIRCUMSTANCES SHALL WEST BE LIABLE TO SUBSCRIBER AND/OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION, ARISING FROM THE USE OF WEST LEGALEDCENTER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, CONTENT ON WEST LEGALEDCENTER, EVEN IF WEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WEST'S TOTAL LIABILITY TO SUBSCRIBER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, OR OTHERWISE) EXCEED THE AMOUNT PAID BY SUBSCRIBER, IF ANY, FOR ACCESSING THE WEST LEGALEDCENTER.

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

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

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