 <b>THOMSON REUTERS</b>	<b>Order Form</b>	<b>Order ID: Q-05375476</b>
	Contact your representative paul.vandenberg@thomsonreuters.com with any questions. Thank you.	

**Sold To Account Address**

Account #: 1005785898  
 EL DORADO COUNTY DISTRICT  
 ATTORNEY  
 MAIN OFFICE  
 778 PACIFIC ST  
 PLACERVILLE CA 95667 US

"Customer"

**Shipping Address**

Account #: 1005785898  
 EL DORADO COUNTY DISTRICT  
 ATTORNEY  
 MAIN OFFICE  
 778 PACIFIC ST  
 PLACERVILLE CA 95667 US

**Billing Address**

Account #: 1005785898  
 EL DORADO COUNTY DISTRICT  
 ATTORNEY  
 MAIN OFFICE  
 778 PACIFIC ST  
 PLACERVILLE, CA 95667  
 US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or  
 B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

**Thomson Reuters General Terms and Conditions** apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. 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.

**Thomson Reuters General Terms and Conditions for Federal Subscribers** is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-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.

**ProFlex Products**  
 See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$3,663.25	36

**Bridge Products**

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$0.00	1

**Bridge Terms**

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

**Minimum Terms**

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

**Post Minimum Terms**

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

**Banded Product Subscriptions.** You certify your 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 this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.



**Miscellaneous**

**Applicable Law.** 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 non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

**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 customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Excluded Charges And Schedule A Rates.** If you access products or 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 in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

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

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**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.

**Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**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. 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.

**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 <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.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.

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

**Amended 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.

**For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)**

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation) In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw Or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor 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 or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

**Acknowledgement: Order ID: Q-05375476**

West Publishing Corporation

*Wendy Thomas*

Signature of Authorized Representative for order

Chair, Board of Supervisors

Title

Wendy Thomas

Printed Name

3/21/2023

Date

This Order Form will expire and will not be accepted after 3/28/2023.

**Authorized West Publishing  
Representative**

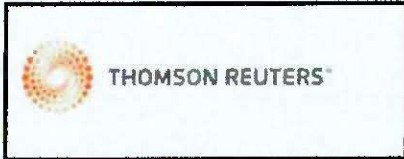
Signature: <sup>DocuSigned by:</sup> Charles B. Mikesell

Printed Name: Charles Mikesell

Title: SCM Consultant

Date: 3/21/2023





**Attachment**

**Order ID: Q-05375476**

Contact your representative paul.vandenberg@thomsonreuters.com with any questions. Thank you.

**Payment, Shipping, and Contact Information**

**Payment Method:**  
 Payment Method: Bill to Account  
 Account Number: 1005785898

**Order Confirmation Contact (#28)**  
 Contact Name: Clinchard, James  
 Email: james.clinchard@edcgov.us

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

**eBilling Contact**  
 Contact Name James Clinchard  
 Email james.clinchard@edcgov.us

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1005785898	EL DORADO COUNTY DISTRICT ATTORNEY	778 PACIFIC ST PLACERVILLE CA 95667 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
21	Attorneys	43102993	Westlaw Precision Preferred National Primary Law, Enterprise access, Government
21	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
21	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
21	Attorneys	42010202	Gvt - Form Builder For Government (Westlaw PRO™)

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
James	Clinchard	james.clinchard@edcda.us	EML PSWD CONTACT

Charges During Minimum Term										
Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3-4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
40757482	West Proflex	\$3,663.25	5.00	\$3846.42	5.00	\$4038.74	N/A	\$N/A	N/A	\$N/A

**Charges During Minimum Term**

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing



**Addendum to Order Form - Q-05375476**

**Subscriber:** El Dorado County District Attorney

**Account #:** 1005785898

1. **Effect of Addendum.** The Order Form, the underlying General Terms and Conditions and applicable Schedule A (“Agreement”), is amended to incorporate the terms of this Addendum. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. 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 Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control.

2. **Modifications of Order Form.**

2.1 The first sentence in the section entitled “Charges, Payments & Taxes” is amended to state the following: “You agree to pay all charges in full within 45 days of the date of invoice.”

2.2 As of the effective date of the Agreement, the County Officer or employee with responsibility for the administering this Agreement is Vern Pierson, District Attorney, or designee.

All other terms and conditions of the Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed West Order Form.

**West Publishing Corporation**

DocuSigned by  
Charles B. Mikesell

Accepted by: Charles Mikesell

Title: SCM Consultant

Date: 3/21/2023

**Subscriber**

Signed: Wendy Thomas

Name (please print): Wendy Thomas

Title: Chair, Board of Supervisors

Date: 3/21/2023