

WEST ORDER FORM  
 610 Opperman Drive, P.O. Box 64833  
 St. Paul, MN 55164-1803  
 Tel: 651/687-8000



THOMSON REUTERS

*Check West account status below as applicable:* Rep Name & Number \_\_\_\_\_

New  (NACI Form attached) Existing with Increase Credit Limit  (NACI Form attached)

Existing with no changes  Existing with changes  (Permanent name change must attach a Customer Name Change Form)

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Acct # 1000536802 Quote # \_\_\_\_\_ PO # \_\_\_\_\_ Date 07/13/2018

Name/Subscriber EL DORADO COUNTY Bill To Acct # \_\_\_\_\_

Order Confirmation Contact Name GINGER HARMS

E-Mail GINGER.HARMS@EDCGOV.US

Password Contact Name (for password delivery) \_\_\_\_\_

E-Mail \_\_\_\_\_

Time and Billing Contact Name \_\_\_\_\_

E-Mail \_\_\_\_\_

Federal Government Account Type Non-FEDLINK  FEDLINK  GSA

MSA Jurisdiction \_\_\_\_\_ Contract # \_\_\_\_\_ Option # \_\_\_\_\_

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Permanent Address Change  One-Time Ship To  Additional Ship To  Additional Bill To

Name \_\_\_\_\_ Attn: \_\_\_\_\_

Address \_\_\_\_\_ Suite/Floor \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_

\*\*\* R E Q U I R E D \*\*\*  
  
I F N E E D E D

Online/CD-ROM/Practice Solutions/Software Products

Full Svc #	Online/CD-ROM/Practice Solutions/Software Products	Quantity *	Monthly Rate Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly Charges
40322093	CFLR DISSOMASTER	1	35.50	9.00		44.50

Notes:

\* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Concurrent Patron Users, Active Legal Holds, and Quantity of Additional Storage.

Total Monthly Charges \$ 44.50

Online/Practice Solutions/Software Products Subscriptions

Monthly Charges begin on the date West Publishing Corporation ("West, "we" or "our") processes your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the following 12 complete calendar months ("Minimum Term"). Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

Initial below for a longer Minimum Term.

\_\_\_\_\_ 24 month Minimum Term. Monthly Charges for the second 12 months will be \_\_\_\_\_% over the first 12 months.

\_\_\_\_\_ 36 month Minimum Term. Monthly Charges for the second 12 months will be \_\_\_\_\_% over the first 12 months; Monthly Charges for the third 12 months will be \_\_\_\_\_% over the second 12 months.

When your Minimum Term terminates, the following will apply:

**Government Subscribers Post-Minimum Term.** Your subscription will change to a month-to-month status at the end of the Minimum 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

**Federal Government Subscribers Optional Minimum 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.

**Automatic Renewal Term for Non-Government Subscribers Only.** If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. 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 in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

<b>CD-ROM Products</b>
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Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for a Minimum Term of the following 12 complete calendar months. If you have an existing Per User CD-ROM license and are adding additional users with this Order Form, the Minimum Term in your underlying Order Form will apply.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates, replacement or supplemental CD-ROMs and online updates.

*J* Initials for Post Minimum Term Subscription Services. I understand that West will continue to provide subscription services for the CD-ROM Products listed above after the Minimum Term. Your CD-ROM Products subscriptions will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to our then current retail rate.

Your West sales representative will provide frequency of updates upon request. For transportation charges, returns and refunds see Miscellaneous below.

Either of us may cancel effective at the end of the Minimum Term or any time thereafter on 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.

CD-ROM annual billing (please check if requested)

<b>Banded Products Subscriptions</b>
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You certify that you have a total of \_\_\_\_\_ attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students. 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.

Internal Corporate Use Only	BND
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**Technical Contacts for Westlaw Patron Access and Campus Research**

Technical Contact Name (please print): \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Current Account #: \_\_\_\_\_

Patron Access: IP Address: \_\_\_\_\_

One IP Address per terminal. Additional pages may be attached if needed.

Campus Research: IP Address Range \_\_\_\_\_

\* Orders submitted without IP Address information may delay set up and access

\_\_\_\_\_  
\_\_\_\_\_

<b>For Internal Office Use Only</b> OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/l term = 5 atty = 1 pw/Tech cont = 59
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	<b>Online/Practice Solutions/Software Renewals</b>	
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Sub Matl #	Online/Practice Solutions/Software Products	Current Monthly Charges*

**Notes:**

\* 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 Charges shown above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or Practice Solutions services that are not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

Initial below to select the Renewal Term.

12 month Renewal Term. Monthly Charges for the first 12 months will be \_\_\_\_% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

24 month Renewal Term. Monthly Charges for the first 12 months will be \_\_\_\_% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be \_\_\_\_% over the first 12 months.

36 month Renewal Term. Monthly Charges for the first 12 months will be \_\_\_\_% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be \_\_\_\_% over the first 12 months; Monthly Charges for the third 12 months will be \_\_\_\_% over the second 12 months.

When this Renewal Term expires the following will apply.

**Government Subscribers Post-Renewal Term.** 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.

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

**Automatic Renewal Term for Non-Government Subscribers Only.** If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term starts. 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 in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

	<b>Passwords and QuickView+</b>	
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Last Name	First Name, M.I.	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)

QuickView is provided as a service to you for estimating your Westlaw charges. Actual charges billed may vary from QuickView+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com>.

Identify which Westlaw password holder you would like to have Quickview+ access:

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ E-mail \_\_\_\_\_

	<b>Print/CD-ROM Products</b>	
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Full Svc #	Print/CD-ROM Products	Quantity	List Charges	Other Charges	Print Subscription Service (y/n)

**Notes:**

**Total Charges \$** \_\_\_\_\_

\_\_\_\_ Initial for Subscription Services. I understand that West will continue to provide subscription services for the print and/or CD-ROM products designated above. Print and/or CD-ROM subscription services include automatic shipments. For print subscriptions you will receive automatic shipments of updates and supplements, such as pocket parts, pamphlets, replacement volumes or loose-leaf pages and will be billed or auto-charged or debited (if separately authorized) at our then current rates. Anniversary billed print products (annual billed and monthly billed) will be billed at then current rates. Monthly anniversary billed products will be billed monthly at then current rates. For CD-ROM subscriptions you will receive automatic shipments of updates and supplements and will be billed or auto-charged or debited (if separately authorized) at our then current rate.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the Miscellaneous section below.

Subscription services will continue until cancelled by either party at any time in writing. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

	<b>Online/CD-ROM Products to be Lapsed</b>	
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Full Svc #	Online/CD-ROM Products	# of Passwords

**Notes:**

	<b>Westlaw Roaming Access</b>	
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If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

\_\_\_\_ Initial to block roaming access

	<b>Miscellaneous</b>	
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1. **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.
2. **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.
3. **Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-n-westlaw.pdf> and <http://legalsolutions.com/schedule-n-concourse-case-notebook-hosted>. Excluded Charges may change after at least 30 days written or online notice.
4. **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 are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

5. Returns and Refunds. You may return a print or CD-ROM 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 Peer Monitor 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.

6. Transportation Charges. Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.

7. 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.

8. 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>. The General Terms and Conditions for Federal Subscribers is 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.

9. 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.

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

**ACKNOWLEDGMENT**

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name DON SEMON  
Title DIRECTOR  
Date 7-13-18  
Signature X [Signature]

For Credit Card Transactions only:	Visa <input type="checkbox"/>	Master Card <input type="checkbox"/>	Am Ex <input type="checkbox"/>
Card # _____	Expir. Date _____	Total Amt. to Charge for this Order _____	
Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.			

For Internal Use Only (Rep to complete for telephone print orders only)	
By signing and completing below the Rep certifies that he/she discussed and received assent to the Subscription Services terms above from Subscriber.	
Date: _____	Time: _____
Name of Customer Placing Order: _____	
Signature of Rep: _____	

AUTHORIZED WEST REPRESENTATIVE  
Signature: [Signature]  
Printed Name: Chuck Hornsby  
Title: SR Sales Consultant  
Date: 7/30/2018



## Product Specific Terms

- **Campus Research.** Access to Campus Research is strictly limited to current faculty, administration, staff and students. Incidental access by public walk-in users at your physical location is permissible. Campus Research is not available to law schools, offices of the general counsel of any college or university or any other similarly situated academic entities. Campus Research use is limited to educational, research and non-commercial purposes. You will exercise reasonable, good faith efforts to enforce these restrictions. You are required to provide your security certificate before remote access will be enabled. You are responsible for your security design, configuration and implementation to limit access to the Campus Research URL.
- **CD-ROM Libraries.** Your license to use our CD-ROM, DVD, USB and similar media (collectively "CD-ROM") libraries is restricted to a single office location. Each library license includes a proprietary control file which you may install on a single local area network (LAN). Employees working at or assigned to the licensed site may access the CD-ROM libraries by remote connection to the LAN installed at the licensed site. Access to CD-ROM libraries through wide area networks, multiple LANs, multiple sites or similar arrangements is prohibited. You may transfer the CD-ROM library data to a single storage drive under your exclusive control and maintain the data as a database searchable with West software. West software is subscribed to and licensed separately from the CD-ROM libraries. By using the software you agree to be bound by the software license agreement that accompanies the software. We may terminate a CD-ROM library subscription on 30 days prior written notice if the library is no longer commercially available. Upon termination by either party, you shall immediately destroy the terminated CD-ROM libraries and destroy CD-ROM library data maintained on a permanent storage drive.
- **Contract Express (hosted and non-hosted).** Upgrades (e.g., releases or versions that include new features or additional functionality) will be included during your subscription term. However, we will provide technical support for only the most current upgrade and the immediately preceding upgrade. Contract Express may include agreement samples and other general information. These are provided for informational purposes only and may not be suitable to your circumstances. We may collect certain data (including copies of your documents and metadata) and other information you provide as a result of your use of Contract Express that is hosted by us. As between you and us, you exclusively own all rights, title and interest in your data. We may share this information with our service providers and suppliers to the extent needed to deliver or provide information on products or services or otherwise support your business needs relating to Contract Express. Our third party service providers and suppliers are required to keep such information confidential. When you access Contract Express, you may click on links to third-party web sites that are beyond our control. We do not endorse the content found on third-party web sites. You assume sole responsibility for your use of third-party links and materials. Additional product specific terms relating to the hosted version of Contract Express are in the Hosted Practice Solutions section below.
- **Hosted Practice Solutions.** We will not disclose your content except in support of the use of the hosted products or unless required by law. 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. The service level agreement for hosted practice solutions is located at <http://static.legalsolutions.thomsonreuters.com/static/service-level-agreement.pdf>. 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 terms and conditions of the agreement remain in effect through this 180-day post-agreement period. For Case Notebook-Hosted, you will be charged for storage space during the 180-day data post-agreement period. Your content will be retained in all other hosted products for 180 days at no additional charge.
- **ProView eBook License Terms** The license allows you to download the ProView eBooks to your mobile devices and access the eBook content online. We may terminate your license including notes and annotations if we lose the right to offer the eBook content, discontinue the ProView software, or are otherwise unable to offer eBook content. We may provide the content to you in another media format if commercially reasonable. We may update your eBook version if necessary to maintain access to the content. If you reassign an eBook to a different user we will provide the then-current version of the eBook. Notes and annotations made by the previous user will not transfer to the new user. You are responsible for assigning the registration keys and maintaining registration key security. Sharing of registration keys is STRICTLY PROHIBITED.
- **Time & Billing Services.** You give us permission to share your time & billing information and content with our business partners to the extent necessary to provide the time & billing services to you. You will remove all of your time & billing content prior to termination of this Order Form. We may collect and disclose aggregated practice management, financial management, and time tracking data, as long as the data is not identifiable to any individual customer or user.
- **Westlaw Doc & Form Builder.** We will maintain your Westlaw Doc & Form Builder data for 180 days after your subscription ends.
- **Westlaw Paralegal.** Westlaw Paralegal access is strictly limited to current paralegal or legal assistant program faculty, administration, staff and students for educational purposes only.
- **Westlaw Patron Access.** Patron Access is only available to state, county or municipal government law libraries and libraries that are open to the public. You may provide wireless access on your own internal network to the number of concurrent users listed in your ordering document, if any. Access is limited to your library's physical premises, including wireless access. Remote access outside the physical confines of your library in any manner whatsoever is strictly prohibited.
- **West LegalEdcenter.** You may download text-based content on any computer for your personal, noncommercial use. You may not share the content with your clients or other third parties. Group viewing of multi-media content is allowed for you and other West LegalEdcenter subscribers. Persons without a West LegalEdcenter subscription are prohibited from attending the group viewing. If you participate in any discussions on West LegalEdcenter, you agree not to use any language that is threatening, abusive, vulgar, discourteous or criminal. You will not post or transmit information or materials that would violate the rights of a third party, including but not limited to intellectual property rights. You will not post or transmit anything which may contain a virus or other harmful component. When you register for West LegalEdcenter services or order products via our site, we may ask you to provide certain information, for example, your name, address, phone number, email address, payment card information, and/or certain other information relating to your use of West LegalEdcenter (collectively "Personal Information"). We keep this Personal Information in a contact database for future reference, as needed. We may use certain information you provide to offer you products and services that we believe may be of interest to you. If you don't wish to receive such offers, you may opt out (unsubscribe) within the communications you receive from us. Notwithstanding anything to the contrary in our privacy policy or other corporate policies, we may also be contractually or otherwise obligated to distribute Personal Information (with the exception of payment card information), viewing history, accreditation requests, and/or statistics gathered during your use of West LegalEdcenter to certain third parties, such as West LegalEdcenter third party contributors or a state accreditation agency. This could also include anonymized information that does not include Personal Information, such as users' interests and preferences, products sold, traffic patterns, and related West LegalEdcenter information. The third party contributors' use of this information may include offering you products and services the contributor believes you may be interested in. If you desire to opt-out of (unsubscribe to) further communications with the contributor, it is up to you to contact the contributor directly to do so. When providing information to state accreditation agencies on your behalf, WE ARE NOT RESPONSIBLE FOR THE ACCURACY OF JURISDICTION-SPECIFIC CONTINUING LEGAL EDUCATION REQUIREMENTS STATED IN WEST LEGALCENTER. YOU MUST VERIFY COMPLIANCE REQUIREMENTS INDEPENDENTLY. You are solely responsible for any information, omission or misstatement in the credits recorded and maintained in the credit tracking section. When you access West LegalEdcenter, you may click on links to third-party web sites that are beyond our control. We do not endorse the content found on the third-party web sites. You assume sole responsibility for your use of third-party links and materials. Each West LegalEdcenter user will receive an e-mail from us with their username, password and other important information about using the West LegalEdcenter subscription. After the initial communication, users may opt-out of West LegalEdcenter email receipt.
- **West km software.** Any West km licensed in the ordering document must reside on a dedicated server under your control and maintained by you at your expense. The server must be accessible to all of your authorized West km users.