



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 1
 to
 Contract Number 20000000622

CONTRACTOR	WEST PUBLISHING CORP
	610 Opperman Drive
	Eagan, MN 55123
	Erin Cicarella
	216-645-7060
	erin.cicarella@thomsonreuters.com
	CV0050333

STATE	Program Manager	Various	SW
	Contract Administrator	Jillian Yeates (517) 275-1131 yeatesj@michigan.gov	DTMB

CONTRACT SUMMARY

STATEWIDE LEGAL INFORMATION RESEARCH DATABASES AND LEGAL PRINT PRODUCTS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 1, 2020	March 31, 2025	5 - 1 Year	March 31, 2025

PAYMENT TERMS	DELIVERY TIMEFRAME
	N/A

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$3,500,000.00	\$0.00	\$3,500,000.00

DESCRIPTION

Effective May 1, 2021, Westlaw EDGE ("Edge") is hereby added to the Contract, Michigan Master Services Agreement ("MSA"), as a customized option for legal information research. When procuring Edge, Thomson Reuters will apply (at a minimum) a 10% discount to provide favorable pricing to State of Michigan Agencies subject to the MSA.

All other terms, conditions, pricing and specifications remain the same. Per Contractor and Agency Agreement, and DTMB Central Procurement Services approval.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
AG	Valerie Schmidt	517-335-7625	SchmidtV@michigan.gov
MDCR	Rebecca Powell	313-456-3832	PowellN@michigan.gov
MGCB	Marina Kotsifis	517-241-0347	KotsifisM@michigan.gov
DNR	Tracy Drus	517-284-6233	DrusT@michigan.gov
MSP	Victoria Olivarez	517-284-3304	OlivarezV1@michigan.gov
DTMB	Terry Mead	517-335-4062	MeadT@michigan.gov
MDE	Carol Munroe	517-241-3329	MunroeC@michigan.gov
EGLE	Lisa VanOstran	517-284-5012	VanOstranL@michigan.gov
LARA	Daniel Pulter	517-335-7520	PulterD@michigan.gov
DIFS	Matthew Torok	517-284-8680	torokm@michigan.gov
MDOS	Jonathon Khon	517-241-3886	KhonJ@michigan.gov
MSL	Blaine DeGracia	517-335-7168	DeGraciaB@michigan.gov
LEO	Kristin Myers	517-335-5968	MyersK6@michigan.gov



STATE OF MICHIGAN PROCUREMENT
 Department of Technology, Management & Budget
 525 W. Allegan St., Lansing, MI 48933
 PO Box 30026, Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **2000000622**
 between
 THE STATE OF MICHIGAN
 and

CONTRACTOR	West Publishing Corporation
	610 Opperman Drive
	Eagan, MN 55123
	Erin Cicarella
	216-645-7060
	Erin.cicarella@thomsonreuters.com
	CV0050333

STATE	Program Manager	Multiple – See Attached	
	Contract Administrator	Jillian Yeates	DTMB
		517-275-1131	
		yeatesj@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: STATEWIDE LEGAL INFORMATION RESEARCH DATABASES AND LEGAL PRINT PRODUCTS			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 1, 2020	March 31, 2025	5, 1-Year	March 31, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 30		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
<p>THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #19000000105. Orders for delivery will be issued directly by the Departments through Delivery Orders (DO) and other specifications outlined in Schedule A, Section 6.</p> <p>This Contract amends all agreements for Westlaw, including but not limited to any West Order Forms or agency purchase orders, for the purchase of internet-based, legal research databases, libraries, and print products, between the State of Michigan, or its agencies, and West, currently governed by the State of Michigan Department of Management and Budget Acquisition Services Contract, #071B0200323 between the State of Michigan and West Publishing Corporation (collectively all such order form or purchase orders are referred to as the "Agreements"). All</p>			

references to 071B0200323 in the Agreements shall be replaced in their entirety with #20000000622, and the Agreements shall be governed by the terms of CONTRACT #20000000622.

All other terms and conditions, including pricing and term length of the Agreements shall remain unchanged

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION

\$3,500,000.00

**Program Managers
for
Multi-Agency & Statewide Contracts**

	AGENCY	NAME	PHONE	EMAIL
1	AG	Valerie Schmidt	517-335-7625	schmidtv@michigan.gov
2	MDCR	Rebecca Powell	313-456-3832	powelln@michigan.gov
3	MCSC	Kim Davis	517-241-8115	Davisk5@michigan.gov
4	MDHHS	Sonya Butler	517-241-7728	Butlers2@michigan.gov
5	MDHHS	Michelle Lee	517-284-4008	Leem24@michigan.gov
6	MGCB	Marina Kotsifis	517-241-0347	kotsifism@michigan.gov
7	DNR	Brooke Jones	517-284-5926	Jonesb30@michigan.gov
8	MSP	Victoria Olivarez	517-284-3304	Olivarezv1@michigan.gov
9	DTMB	Terry Mead	517-335-4062	meadt@michigan.gov
10	MDE	Carol Munroe	517-241-3329	munroec@michigan.gov
11	EGLE	Lisa VanOstran	517-599-7680	vanostranL@michigan.gov
12	LARA	Daniel Pulter	517-335-4226	pulterd@michigan.gov
13	DIFS	Matthew Torok	517-284-8680	torokm@michigan.gov
14	MDOS	Jonathan Khon	517-241-3886	khonj@michigan.gov
15	MSL	Blaine DeGracia	517-335-7168	degraciab@michigan.gov
16	LEO	Kristin Myers	517-241-3661	Myersk6@michigan.gov

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Jillian Yeates, Category Specialist
Name & Title

Department of Technology, Management & Budget
Agency

Date

These terms govern your use of the Thomson Reuters products and services in your order form (in any format). “We”, “our” and “Thomson Reuters” means the Thomson Reuters entity identified in the order form and, where applicable, its affiliates; “you” and “your” or “the State” means the client, customer or subscriber identified in the order form.

Your order form identifies the products and services, and the quantities, and charges of your order (which will reflect the charges set forth in Schedule B). The order form also refers to and incorporates documents which may apply to the products or services you selected. This Agreement, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Products and Services purchased pursuant to this Agreement. This Agreement supersedes and replaces all previous understandings and agreements between the parties related to the Products and Services.

This Contract (this “**Contract**”) is agreed to between the State of Michigan (the “**State**”) and West Publishing Corporation (“**Contractor**”), a Minnesota Corporation. This Contract is effective on April 1, 2020 (“**Effective Date**”), and unless earlier terminated, will expire on April 1, 2025 (the “**Term**”).

This Contract may be renewed for up to five (5) additional one (1) year periods. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Change Notice.

1. OUR PRODUCTS & SERVICES

a) **Limited License.** Together with our licensors, we own and retain ownership of all rights of whatever nature in and to our products, services, and data (whether tangible or intangible). You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the Agreement and each of us shall at all times act in accordance with applicable laws, including export controls and economic sanctions that apply to us in connection with the Agreement.

b) **Changes to Service.** Our products and services change from time to time, but we will not change the fundamental nature of our products.

c) **Passwords.** Your access to certain products and services is password protected. You are responsible for assigning the passwords and for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that both your and our property is secure and inaccessible to unauthorized persons.

d) **Unauthorized Technology.** Unless previously authorized by Thomson Reuters, you must not (i) run or install any computer software or hardware on our products, services or network; use any technology to automatically download, mine, scrape or index our data; or (ii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

e) **Usage Information.** We may collect anonymized information related to your use of our products, services and data. We may use this information to test, develop and improve our products and services and to protect and enforce our rights under the Agreement, and we may pass this information to our third party providers for the same purposes.

f) **Third Party Providers.** Our products and services may include data and software from third parties. Some third party providers require Thomson Reuters to pass additional terms through to you. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for our products and services click the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all applicable third party terms to the extent allowed by law. We understand that you cannot indemnify third parties and do not agree to be bound by anything other than the laws of Michigan and applicable federal law.

g) **Third Party Supplemental Software.** You may be required to license third party software to operate some of our products and services. Additional terms may apply to the third party software.

h) **Limitations.** Unless otherwise expressly permitted in the Agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property or our third party providers’ property to create any derivative works or competitive products; or (iii) allow any third parties to access, use or benefit from our property in any way. Exercising legal rights that cannot be limited by agreement is not precluded. If you are a governmental agency that provides audit, tax, accounting, or legal services to your clients (including other government agencies) or that otherwise provides governmental services to the general public, this Section 1(h) does not preclude you from using our products to benefit your clients or the general public in the ordinary course of providing governmental services.

i) **Services.** We will provide the services using reasonable skill and care. The professional services applicable to your order, if any, are described in the Order Form or a statement of work.

j) **Security.** Each of us will use and will require any third party data processors to use industry standard organizational, administrative, physical and technical safeguards to protect the other’s information. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party’s content and will use reasonable efforts to remedy identified security vulnerabilities.

2. INFORMATION SERVICES

a) **License.** In the ordinary course of your governmental services and for your governmental purposes only you may view, use, download and print data from our information services for individual use and may on an infrequent, irregular and ad hoc basis, distribute limited extracts of our data. Neither such extracts nor downloaded, printed or stored data may reach such quantity as to have independent commercial value and using such data as a substitute for any service (or a substantial part of it) provided by Thomson Reuters, our affiliates or our third party providers is prohibited. Thomson Reuters and the third party content provider, if applicable, must be cited and credited as the source where data is permitted to be used or distributed. Copyright notices must be retained on transmitted or printed items. Access to certain data may be restricted depending on the scope of your license.

b) **Further Distribution.** You may also distribute our data: (i) to authorized users; (ii) to government and regulatory authorities, during the ordinary course of your governmental business or for governmental purposes; and (iii) to third party advisors, limited to the extent required to advise you and provided they are not competitors of Thomson Reuters. Laws applicable in your jurisdiction may allow additional uses.

3. INSTALLED SOFTWARE

a) **License.** You may install and use our software and documentation only for your own governmental purposes. Software licenses include updates (bug fixes, patches, maintenance releases), and do not include upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.

b) **Delivery.** We deliver our software by making it available for download. When you download our software and documentation, if any, you are accepting it for use in accordance with the Agreement.

4. THOMSON REUTERS HOSTED SOFTWARE

a) **License.** You may use our hosted software only for your own governmental purposes.

b) **Delivery.** We deliver our hosted software by providing you with online access to it. When you access our hosted software, you are accepting it for use in accordance with the Agreement.

c) **Content.** Our hosted software is designed to protect the content you upload. You grant Thomson Reuters permission to use, store and process your content in accordance with applicable law. Access and use of your content by

Thomson Reuters, our employees and contractors will be directed by you and limited to the extent necessary to deliver the hosted software, including training, research assistance, technical support and other services. We may delete or disable your content if required under applicable laws and in such instances, we will use our reasonable efforts to provide notice to you. If your content is lost or damaged, we will assist you in restoring the content to the hosted software from any available backup copy.

5. CHARGES

a) **Payment and Taxes.** All undisputed amounts are payable within 45 days of the State's receipt in accordance with MCL 17.52 and MCL 17.54. Thomson Reuters may only charge for Products and Services performed or provided as specified in Westlaw Schedule A and **Schedule B** or an order form (which will reflect the charges set forth in Schedule B). The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if the Products and Services purchased under this Agreement are for the State's exclusive use. All prices are exclusive of taxes, and Thomson Reuters is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Agreement.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Thomson Reuters of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Thomson Reuters' continuing obligations, including claims for deficiencies or substandard Products or Services. Thomson Reuters' acceptance of final payment by the State constitutes a waiver of all claims by Thomson Reuters against the State for payment under this Agreement, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Thomson Reuters must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Thomson Reuters does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Thomson Reuters against any amount payable by the State to Thomson Reuters under this Agreement.

b) **Changes.** Except as otherwise specifically stated in the order form, we may change the charges for our products and services with effect from the start of each renewal term by giving you at least 90 days written notice. However, new prices will only be applicable to the State if the changes are appended to this Agreement through a Change Notice.

c) **Excess Use.** You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form. Payment under this provision shall be Thomson Reuters' sole and exclusive remedy to cure these issues.

6. PRIVACY

Each of us will at all times process, protect and disclose personally identifiable information received as a result of this Agreement ("PII") in accordance with applicable law. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized or unlawful destruction, loss, alteration, disclosure or access to PII. You acknowledge and agree to the transfer and processing of PII in the geographical regions necessary for Thomson Reuters to fulfill our obligations. When applicable to your location, additional terms will apply to the Agreement, including the General Data Protection Regulation (2016/679) (GDPR) terms located at www.tr.com/privacy-information.

7. CONFIDENTIALITY

Confidential information received from each other will not be disclosed to anyone else except to the extent required by law or as permitted under the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. This section shall survive three (3) years after

the termination of the Agreement or until the information is no longer deemed confidential under applicable law, whichever occurs first.

8. WARRANTIES AND DISCLAIMERS

THE WARRANTIES IN THIS SECTION ARE THE EXCLUSIVE WARRANTIES FROM US AND EXCLUDE ALL OTHER WARRANTIES, CONDITIONS OR OTHER TERMS (EXPRESS OR IMPLIED), INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, NON-INFRINGEMENT, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS. IN ENTERING THIS AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT.

EXCLUSION OF WARRANTIES. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE PRODUCTS OR SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE.

INFORMATION. OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, CONDITION OR ANY OTHER TERM OF ANY KIND.

SOFTWARE. WE WARRANT OUR SOFTWARE PRODUCTS WILL CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF WE ARE UNABLE TO CORRECT A SOFTWARE ERROR YOU REPORT IN A REASONABLE PERIOD AND MANNER, YOU MAY TERMINATE THE ORDER FORM FOR THE AFFECTED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE PERIOD. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES. THE LICENSES WILL IMMEDIATELY TERMINATE.

DISCLAIMER. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY PRODUCTS OR SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE PRODUCTS OR SERVICES. IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY.

NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL AND ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR DECISION MADE IN RELIANCE ON THE PRODUCTS OR SERVICES OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING LEGAL, TAX AND ACCOUNTING, COMPLIANCE, FINANCIAL AND/OR RISK MANAGEMENT DECISIONS. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS.

9. LIABILITY

a) **LIMITATION. EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT YOU PAID IN THE PRIOR 12 MONTHS FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER**

CASE, WHETHER DIRECT OR INDIRECT) OR BUSINESS INTERRUPTION EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

b) **Unlimited Liability.** Section 9(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 9(a) does not limit your requirement to pay the charges on the order form and all amounts for use of the products and services that exceed the usage permissions and restrictions granted to you.

c) **Third Party Intellectual Property.** If a third party sues you claiming that our products, services or data, excluding any portions of the same provided by our third party providers infringes their intellectual property rights and your use of such products, services or data has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our products, services or data with technology, products, services or data not supplied by Thomson Reuters and that were not designed to work with Thomson Reuters' products; (ii) modification of all or part of our products, services or data other than by Thomson Reuters or our subcontractors; (iii) use of a version of our products, services or data after we have notified you of a requirement to use a subsequent version; or (iv) your breach of the intellectual property protections found in this Agreement. Our obligation in this Section 9(c) is conditioned on you (A) promptly notifying Thomson Reuters in writing of the claim; (B) supplying information we reasonably request; and (C) allowing Thomson Reuters to control Thomson Reuters' portion the defense and settlement. The State will notify Thomson Reuters in writing if indemnification is sought; however, failure to do so will not relieve Thomson Reuters, except to the extent that Thomson Reuters is materially prejudiced.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Thomson Reuters will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

d) **Your Responsibilities.** You are responsible for (i) complying with this Agreement; (ii) proper use of our products and services in accordance with all usage instructions and operating specifications; (iii) adhering to the minimum recommended technical requirements; (iv) changes you make to our product, services or data; (v) your combination of our products, services or other property with any other materials; (vi) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; (vii) installing updates; (viii) claims brought by third parties using or receiving the benefit of our products, services or data through you, except claims covered by Section 9(c); and (ix) claims resulting from your violation of law, or violation of our or any third party rights. We will not be responsible if our product fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product failed because of one of these, at your request we will assist you in resolving the failure at a fee to be agreed upon.

10. TERM, TERMINATION

a) **Term.** The term and any renewal terms for the products and services are described in your order form.

b) **Suspension.** We may on notice terminate, suspend or limit your use of any portion or all of our products, services or other property if (i) requested to do so by a court or regulator; (ii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement; or a violation of third party rights or applicable laws. Our notice will specify the cause

of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. If you do not take the actions or the cause cannot be remedied within 60 days, we may suspend, limit or terminate the Agreement in whole or in part.

c) **Termination.** We may, upon reasonable notice, terminate all or part of the Agreement in relation to a product or service which is being discontinued. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Any failure to fully pay any amount when due under this Agreement may be considered a material breach for this purpose if the State has not disputed an invoice pursuant to Section 5(a) of this Agreement and applicable Michigan law. The State may immediately terminate this Contract in whole or in part without penalty due to lack of appropriation or budget shortfalls. Except for print products, the State may terminate this Contract in whole or in part, without penalty and for any reason, after completing the initial 12 month term of the applicable Order Form being terminated. Except in the case of termination for non-appropriation or negative appropriation, if the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities as defined in Schedule A, the Statement of Work.

d) **Effect of Termination.** Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must uninstall or destroy all property of the other, to the extent permitted by law and applicable record retention policies, and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

e) **Amendments.** We may amend these General Terms and Conditions from time to time by giving you at least 90 days prior written notice and the parties agree to incorporate such changes to the Agreement via Change Notice. You may request good faith negotiations regarding the amended terms and conditions. If the parties cannot reach mutual agreement on the amended terms and conditions within 90 days, you may terminate the agreement immediately upon written notice.

11. FORCE MAJEURE

Neither party may be liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the products or services and continue for more than 30 days, either of us may terminate any affected product or service on notice to the other.

12. THIRD PARTY RIGHTS

No other third parties have any rights or remedies under the Agreement.

13. GENERAL

a) **Assignment.** You may not assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without our prior written consent, unless otherwise required by law or Executive Order. We may assign or otherwise transfer the Agreement (including any of our rights or remedies) in whole or in part to an affiliate or any entity qualified to do business in the State of Michigan that succeeds to all or substantially all of the assets or business associated with one or more products or services, and will notify you of any such assignment or transfer. We may subcontract any of the services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 13(a) is void.

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

c) **Agreement Compliance.** We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement; provided, however, that We will not seek access to the State's systems to complete this review. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

d) **Governing Law.** If not otherwise stated in the order form, the Agreement will be governed by the laws of the State of Michigan and each of us

hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of Michigan located in Ingham County to settle all disputes or claims arising out of or in connection with the Agreement.

e) **Precedence.** If there is a conflict between documents, the order of precedence is: (a) first, the General Terms and Conditions, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Agreement as of the Effective Date. NO TERMS ON THOMSON REUTERS' INVOICES, ORDERING FORMS OR DOCUMENTS (with the exception of the products, services, charges (which will be consistent with those set forth in Schedule B) Account Validation and Certification Form, and quantities provided on the Order Forms), WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE PRODUCTS OR SERVICES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON YOU (IE. THE STATE AND ITS AGENCIES) FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY YOU (IE. THE STATE AND ITS AGENCIES), EVEN IF ACCESS TO OR USE OF THE PRODUCTS OR SERVICES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS. For avoidances of doubt, all schedules and exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following schedules are attached hereto and incorporated herein:

Schedule A – Statement of Work

Schedule B – Pricing

Schedule C – Supplier Additional Terms and Disclaimers

Schedule D – West Order Forms

Schedule E – Insurance Requirements

f) **(Trials.** All trials of our products and services are subject to the terms of these General Terms & Conditions, unless we notify you otherwise. Access to our products and services for trials may only be used for your evaluation purposes.

g) **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters may provide telephone and/or online access to its helpdesk, or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on <http://thomsonreuters.com/support-and-training> or as otherwise provided by Thomson Reuters.

h) **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09, Thomson Reuters and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, or any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of the Contract.

i) **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Thomson Reuters or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

j) **Strategic Partners.** Thomson Reuters warrants that it is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606.

k) **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Thomson Reuters to verify compliance with the Contract. Thomson Reuters must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 3 years after the latter of termination, expiration, or final payment under the Contract or any extension.

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 to the extent permitted by law and applicable record retention policies.
- 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.

As between you and us, you exclusively own all rights, title and interest in your content. 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. Your content will be retained for 180 days at no additional charge.

You are responsible for access to Contract Express, and all data uploaded to Contract Express, including, but not limited to, your customer materials and customer data, user generated content, or personally identifiable information (collectively, “Data”).

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.

If your Contract Express subscription includes either Client Access or Guest Access, you may allow third party access by your clients or authorized Guests. This is a limited, non-exclusive, non-transferrable right granted to you solely for your own governmental purposes. You are responsible for all damages, including costs, attorney’s fees and expenses, related to the Guest Access and Client Access and you will fully reimburse us for any damages we incur.
- Contract Express User Definitions.**
 - External User** is not an employee or other individual providing services to you in the ordinary course of your business
- Subscriber (Internal User) Access** is Contract Express use by your authorized employee or independent contractor acting under your direction in the ordinary course of your business.
- Client Access** is use of or access to Contract Express by your clients to generate documents using your questionnaires. Your clients can edit, comment on and review documents but cannot author questionnaires. You will provide Client Access only in the format provided by us and under the terms of use of this Agreement without modification. You will not delete or alter our proprietary notices or copyright notices, including the statement “Powered by Contract Express”. If you upload your or a Client’s logo or other branding (“Logo”) for Client Access, you grant a non-exclusive license to us to publish the Logo for the term of the Order Form. You warrant that you are entitled to grant the license. You will immediately terminate Client Access when the Order Form for Client Access expires or is terminated. Your employees and independent contractors acting under your direction in the ordinary course of your business are prohibited from using Client Access, except for testing purposes. Client Access is for External Users only.
- Guest Access** is use of or access to Contract Express by external users via a public URL or an email invitation from you (“Guests”). Guest use is limited to responding to Contract Express questionnaires that you use to generate documents. No other third party guest use is permitted. You will provide Guest Access only in the format provided by us and under the terms of use of this Agreement without modification. You will not delete or alter our proprietary notices or copyright notices, including the statement “Powered by Contract Express”. You will immediately terminate Guest Access when the Order Form for Guest Access expires or is terminated. Your employees and independent contractors acting under your direction in the ordinary course of your business are prohibited from using Guest Access, except for testing purposes. Guest Access is for External Users only.
- Access to Contract Express via API**
 - We permit access to Contract Express via its API. You understand that access to Contract Express via the API may not always give the same functionality or experience as access via the web application.
 - License.** All access to Contract Express via the API is subject to you having licensed Contract Express as set out in the Order Form and subject to you remaining in compliance with all terms of the Agreement, including the Thomson Reuters General Terms and Conditions.
 - Limitations of Use.** In addition to the license terms of the Thomson Reuters General Terms and Conditions, you will not use the API to amalgamate users, for robotic use or for other channelling of users or access to Contract Express through one or a limited number of user accounts.
 - API Modifications.** We reserve the right to modify, change, update and/or enhance the API (“Modification”) at our sole discretion. Modifications may affect your access to Contract Express via its own applications and may

require you to make changes to your technological systems to enable continued compatibility with, and/or interface with, the API. We will not be liable for any inability to access Contract Express, costs incurred by you, any losses, lost profits or damages of any kind arising out of or in connection with any Modification.

You permit our use of relevant Data, including pricing data, to create matter and pricing maps. This Data will only be accessed by TR employees and contractors who need access to support Panoramic.

- **Disclaimer of Warranties. THE API IS PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTY OF ANY KIND. WE DO NOT WARRANT OR REPRESENT THAT THE API WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS (“FAULTS”), OR THAT ALL FAULTS WILL BE CORRECTED. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGES RESULTING FROM ANY SUCH FAULTS.**
- **Responsibility.** You are prohibited from circumventing the Contract Express security credentials through use of Contract Express via the API. We are not liable for any losses, damages or costs arising out of access to Contract Express and/or Data via the API.
- **Suspension.** We may suspend, disable or withdraw access via the API at any time if, in our reasonable opinion, you have breached any material term of the Agreement. We will not be responsible for any loss, damage, costs, expenses or other of your claims or any user or any third party resulting from the suspension of access via the Contract Express API.
- **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.
- **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.
- **Thomson Reuters Panoramic™ (“Panoramic”).** 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.
Panoramic may include links to matter map samples and other general information. These are provided for informational purposes only and may not be suitable to your circumstances.
You are responsible for access to Panoramic, and all data uploaded to Panoramic, including, but not limited to, your customer materials and customer data, user generated content, pricing data, or personally identifiable information (collectively, “Data”).
When you access Panoramic, 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.
Your data is anything that you upload into Panoramic (“Your Content”). As between you and us, you exclusively own all rights, title and interest in Your Content. 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. Your Content will be retained for 180 days at no additional charge.

- **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.** You may transmit our information product data electronically using a feature in the information product or print and share that information product data as necessary in the regular course of your business.
- **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 Order Form, 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 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 LEGALEDCENTER. 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 Order Form 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.
- **Westlaw Public Records.** If the transactional value of your Westlaw Public Records usage exceeds your then-current Westlaw charges by more than 20 times in any month, we may limit access to live gateways, request the parties enter into good faith renegotiations or terminate upon 10 days written notice. Transactional

value of your Westlaw Public Records usage is calculated based upon our then-current Westlaw Schedule A .

Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be.

You agree to immediately notify us if any of the information you provided in your Order Form or during the credentialing process changes. You agree and warrant that you are the end user of this data and that you will only use it for your own governmental purposes. You also agree that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential to the extent permitted by law. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. We will be responsible for damages caused by us.

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

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

STATE OF MICHIGAN

Master Agreement No.200000000622
Statewide Legal Research Databases and Legal Print Products

SCHEDULE A STATEMENT OF WORK

BACKGROUND

The State of Michigan's agencies and departments require multiple combinations of internet-based, legal research databases, libraries, and print products as such information is considered critical for the State to carry out the missions of each respective agency and department.

SCOPE

This Contract is for a Contractor to provide electronic access and use of various, continuously updated and current, legal databases, including libraries and related services for online reference in research. In addition, this Contract also provides print products for various State agencies and departments, including usage of print products on an individual product basis.

Access to databases and legal print products may also need to be available, via this Contract, for the following governmental entities:

- State of Michigan, Legislative Branch
- State of Michigan, Judicial Branch:
 - District Courts
 - Circuit Courts, including the Court of Claims
 - Court of Appeals
 - Supreme Court
- State Courts of Administrative Office (SCAO)

REQUIREMENTS

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. General Requirements

A. General Online System Requirements

Contractor must meet the following requirements for all online services in this Contract:

- 1) Subscription services must run under commonly used web browsers. At a minimum, the software must support Internet Explorer v11 or higher, or Edge, Chrome v71 or higher, Firefox v62 or higher, and Safari v12 or higher both under the Windows and iOS operating systems. Contractor must support current and future State standard environment at no additional cost to the State.
- 2) State System Access Requirements:

Operating Systems	Internet Browsers	Other Requirements
<ul style="list-style-type: none">▪ Windows 7▪ Windows 8.1▪ Windows 10▪ Windows Vista▪ Mac OS 10.5 or later	<ul style="list-style-type: none">▪ Mozilla Firefox current version or Extended Support Release version▪ Safari 10.0 or later▪ Chrome current version▪ Internet Explorer 11 or later WINDOWS ONLY▪ Microsoft Edge current version	<ul style="list-style-type: none">▪ 1024x768 or higher screen resolution recommended▪ Adobe Acrobat Reader 9.0 or later (some print functionality is lost with older versions)

Mobile Apps		
iPhone <ul style="list-style-type: none"> ▪ iOS 9.0 or later ▪ iPhone 4S or later 	iPad <ul style="list-style-type: none"> ▪ iOS 9.0 or later ▪ iPad 2nd generation or later 	Android <ul style="list-style-type: none"> ▪ 4.0 or later ▪ Android 4.0 or higher

- 3) The Contractor will keep users apprised of any significant outages through the State's dedicated account management team. Contractor has a formalized process for identifying, tracking, escalating, resolving, and providing feedback regarding issues that may arise. Contractor has established policies and a governance structure to mitigate and respond to potential issues. An evolved Incident Management process is maintained, which ensures that identified anomalous activities are identified, escalated, and managed effectively. Contractor employs a tiered incident management and escalation model based on ITIL. Incidents are triaged based on criticality and assigned through incident leads in each region. Incident command follows documented response practices, as well as established communications and escalation practices.

- 4) The Contractor must maintain a record system that documents the total number of online research units of services as defined in this Contract and delivered during each State fiscal term (October 1 through September 30) of the Contract. This annual usage report must document the specific units billed to each agency/department and local unit and be provided to the Contract Administrator by October 31 of each year.

In addition, agency account administrators will be able to generate usage reports of their agency using Contractor's QuickView+ tool. QuickView+ allows administrators to track usage by individual account, customized account group, client, user, and/or usage date.

B. Databases:

- 1) Access to online databases must include:
 - a. Searches
 - b. Online printing
 - c. Offline printing
 - d. E-mailing
 - e. Downloading of information

Printing and downloading of retrieved documents is included in the fixed rate for no additional charge. If a user requests a document that is not included in the monthly fixed rate, a message will be displayed that gives the user an option to retrieve the document for an additional charge.
 - f. Additional Features:
 - i. Editorial Enhancements
 - ii. West Key Number System
 - iii. National Reporter System
 - iv. Regulations with Editorial Enhancements
 - v. PastStat Locator
 - vi. Graphical Statutes/Interactive Timeline
 - vii. Complete Restatements of the Law
 - viii. Uniform Laws Annotated (ULA)
 - ix. Corpus Juris Secundum (CJS)
 - x. KeyCite Citator Service
 - xi. WestSearch
 - xii. West Secondary Sources

- xiii. Research Recommendations
 - xiv. Law Summaries
 - xv. Snapshots
 - xvi. Folder Analysis
 - xvii. Research Report
 - xviii. Best Portion
 - xix. Visual Indicators
 - xx. Reference Attorneys
- 2) Contractor's databases must contain legal data from the United States Federal Government, all 50 States, District of Columbia and US territories and include access to the following types of data:
- a. Statutes and Legislative Material – Statutes must contain:
 - i. Indication of pending legislation
 - ii. Historical versions of the statutes
 - a) PastStat Locator
 - iii. Notes of court cases and administrative decisions construing the statutes
 - iv. Notes of secondary resources, citing or discussing statutes
 - v. Federal
 - vi. United States Code
 - vii. U.S. Public Laws
 - viii. State
 - ix. Michigan Legislative History
 - a) Legislative Journals
 - b) Reports from Legislative bodies
 - c) Floor consideration and testimony
 - d) Governors' messages
 - e) Full text of all version of available bills
 - x. Graphical Statutes/Interactive Timeline
 - b. Court Opinions
 - c. Court Cases
 - d. Jury Verdicts

Jury Verdicts compiles information about the type of case, jurisdiction, names of parties, attorneys and expert witnesses, key facts, and award amounts.
 - e. Case Law (including United States Supreme Court, U.S. circuit Courts of Appeal, U.S. District Courts, and Tax Courts, etc.)

Coverage includes:

 - Federal. Cases appear as officially published and contain West's editorial enhancements. Westlaw provides access to federal case law such as:
 - U.S. Supreme Court cases
 - U.S. Court of Appeals cases
 - U.S. District Court cases
 - U.S. Court of Federal Claims cases
 - U.S. Bankruptcy Court cases
 - U.S. Court of Veterans Appeals cases
 - U.S. Courts of Military Appeals cases
 - U.S. Tax Court cases
 - State.
 - f. Pending Cases/Dockets

Dockets libraries on Westlaw provide access to case docket information that typically includes the names of the parties and their attorneys, the name of the presiding judge, the

case number, the type of claim, the status of the case, a list of documents filed, and a schedule of appearances.

COURTS COVERED

Federal Courts of Appeal, Federal District Courts and Bankruptcy Courts, the U.S. Supreme Court, as well as state appellate and trial courts in 38 states and the District of Columbia.

DATES OF COVERAGE

Westlaw provides access to dockets materials from courts throughout the United States:

- U.S. Supreme Court—Coverage begins with January 2000.
- U.S. Courts of Appeal—Coverage begins with January 1997.
- U.S. District Courts—Full coverage begins with January 2000; selected full dockets and docket index records available to 1990 for most courts.
- U.S. Bankruptcy Courts—Coverage begins with January 1997.
- State Courts—Coverage begins with January 2000 for most courts.

FREQUENCY OF UPDATES

Dockets libraries on Westlaw are updated daily with newly filed dockets.

LINKING

Dockets on Westlaw provide links to trial documents, briefs, and court filings. Dockets also link to other important case filings, such as pleadings and motions, case law, statutes, and regulations.

DOCKET ALERT

A Docket Alert on Westlaw allows user to automatically monitor new case filings by party name, attorney, judge, and Nature of Suit. Docket Alerts are included within the Dockets offering on Westlaw.

- g. Attorney General Opinions
- h. Tax Courts Rulings
- i. Rules/Regulations (e.g. Court Rules, Department Orders, Federal Regulations, Supervisor Well Orders, etc.)
 - i. Code of Federal Regulations
 - ii. Federal Register
- j. Treatises
 - Federal Treatises
 - Topical Treatises
- k. Administrative Rules and Decisions
 - i. U.S. Code Congressional and Administrative News
 - ii. Comptroller general decisions
 - iii. Presidential documents
 - iv. Merit System Protection Board decisions
 - v. Federal acquisition regulations
- l. Official Policy Bulletins
 - i. U.S. Congressional Testimony
 - ii. Boards of Contract Appeals decisions
 - iii. Board of Immigration Appeals decisions
 - iv. Office of Management and Budget circulars
- m. Law Reviews
- n. Legal Texts
- o. Periodicals and Legal Newspapers
 - i. WESTNEWS—U.S. NEWS LIBRARY
 - ii. Newspapers—
 - iii. Wires—Including the Associated Press.

- iv. News Magazines—Including Newsweek and U.S. News and World Report.
 - v. Networks—Including ABC, BBC, and CNN.
- p. Articles and Research (e.g. American Law Reports)
American Law Reports. It contains the full text of articles from the First, Second, Third, Fourth, Fifth, Sixth, and Federal Series.
- q. Restatements
- i. Restatements of the Law
 - ii. Uniform Laws Annotated
 - iii. Sarbanes-Oxley Deskbook
 - iv. Continuing Legal Education Materials
- r. American Jurisprudence 2d
- s. Encyclopedias
- t. Legal Education/Practice Material
- i. Administrative Law
 - ii. Antitrust & Trade Regulation
 - iii. Bankruptcy
 - iv. Business Organizations
 - v. Civil Procedure & Evidence
 - vi. Civil Rights
 - vii. Commercial Law & Contracts
 - viii. Communications
 - ix. Constitutional Law
 - x. Criminal Justice
 - xi. Education
 - xii. Energy
 - xiii. Environmental Law
 - xiv. Estate Planning & Probate
 - xv. Family Law
 - xvi. Finance & Banking
 - xvii. First Amendment
 - xviii. Government Benefits
 - xix. Government Contracts
 - xx. Health Law
 - xxi. Human Resources
 - xxii. Immigration
 - xxiii. Insurance
 - xxiv. Intellectual Property
 - xxv. International Law
 - xxvi. Jurisprudence & Constitutional Theory
 - xxvii. Labor & Employment
 - xxviii. Legal Ethics & Professional Responsibility
 - xxix. Litigation
 - xxx. Maritime Law
 - xxxi. Military Law
 - xxxii. Native American Law
 - xxxiii. Pension & Retirement Benefits
 - xxxiv. Products Liability
 - xxxv. Professional Malpractice

- xxxvi. Real Property
 - xxxvii. Science & Technology
 - xxxviii. Securities Regulation
 - xxxix. Taxation
 - xl. Tort Law
 - xli. Transportation
 - xlii. Workers' Compensation
 - u. Law/Legal Dictionary
 - Black's Law Dictionary
 - v. Forms (e.g., pleadings, appellate forms, motions, etc.)
 - Practical guidance resources with forms. Forms content includes but is not limited to:
 - i. Am Jur Legal Forms 2d, including Federal Tax Guide to Legal Forms and Estate Planning and Probate Forms
 - ii. Multiple states' state-specific forms, including Michigan forms such as: Michigan Civil Practice Forms (included in the Westlaw Core Legal Resources and Michigan Analytical libraries), Michigan Legal Forms (included in the Westlaw Core Legal Resources and Michigan Analytical libraries), Michigan Litigation Forms and Analysis (included in the Michigan Analytical library), Gillespie Michigan Criminal Law & Procedure with Forms, 2d (included in the Michigan Criminal Law and Procedure library), Gillespie Michigan Criminal Law & Procedure with Forms: Search and Seizure (included in the Michigan Criminal Law and Procedure library).
 - w. Additional Data Included:
 - i. All American Jurisprudence
 - ii. Michigan Criminal Procedure
 - iii. Michigan Analytical
 - iv. State Analytical (50 States including Michigan)
 - v. Briefs
 - vi. National Public Records
 - vii. PeopleMap Premier
 - viii. Company Investigator
- 3) Additional International Database: Contractors Databases includes legal data for the following under a Customized Packages option (Option 7):
- a. Canadian Statutes
 - b. English Cases (e.g. English Report)
- 4) Access to Contractor's databases must include the following types of services:
- a. Access for an unlimited period of time.
 - b. Links to any document by citation, including:
 - i. Auto-citation
 - KeyCite Citator Service
 - ii. Citation Notification Service
 - KeyCite Alert
 - iii. Citator to indicate whether law is good law or not.

Status Flags—A KeyCite status flag indicates that information for a document is available in KeyCite.



Case Law: Warns that a case/administrative decision is no longer good law for at least one of the points it contains.

Statutes: Warns that a statute/regulation has been amended, repealed, or superseded, or that it has been found to be unconstitutional/preempted.



Case Law: Warns that a case/administrative decision has negative history, but that it hasn't been reversed or overruled.

Statutes: Warns that a statute/regulation was renumbered or transferred, had its validity called into doubt, or is affected by pending legislation.



Case Law: Warns that a case has been appealed to the U.S. Court of Appeals or the U.S. Supreme Court (excluding appeals originating from agencies).

Depth of Treatment Bar—KeyCite uses the depth of treatment bar to reveal how one case discusses another.



Examined: The citing case contains an extended discussion of the cited case, usually more than a printed page of text.



Discussed: The citing case contains a substantial discussion of the cited case, usually more than a paragraph but less than a printed page.



Cited: The citing case contains a discussion of the cited case, usually less than a paragraph.



Mentioned: The citing case contains a brief reference to the cited case, usually in a string citation.

Quotation Marks—KeyCite uses quotation marks to show where one case quotes another. Users can jump to the quoted text within the citing reference.

- c. Ability to search by a variety of methods, including terms and connectors (e.g. Boolean, etc.), key word, natural language, etc.; ability to modify a search and have a search within results feature; and ability to search several databases with one (1) search phrase. This ability must include (but is not limited to):
 - i. Indexes with search features
 - ii. Popular name search tables
 - iii. Table of contents search features
 - iv. Fill-in-the-blank citation formats
Included with a Westlaw subscription.
 - v. Ability to search case law by title when the user knows one (1) or more of the parties' names
 - vi. Ability to organize case laws by topic number to quickly locate and identify cases with the same or similar legal concepts and principals in any jurisdiction

- West Key Number System
- vii. Ability to archive searches for no less than two (2) weeks (14-calendar days), so that the user can return to a prior research session; the trial must show the search terms, the database(s) searched, and the documents viewed.
Westlaw's Research History gives you quick access to your previous work up to one year later. Research history includes documents viewed, searches run, and other research events such as KeyCite events. Research history is saved for up to one year, but users can choose to display history for a specific time period (e.g., today, last 30 days). Users can also narrow a history category by choosing a filter such as Client ID or Content Type.
 - viii. Ability to set up Alerts or Automated Updates in both primary and secondary resource databases.
Alerts depend on the content included in an agency's subscription, automatically run on a regular basis (e.g., daily, weekly) and deliver results to the user's selected destination (e.g., RSS, email).
- d. Patron access up to three (3) terminals at the Library of Michigan. Contractor must set forth cost of individual terminals as well as discount for more than one terminal.
- i. Option 4: Patron Access National Primary Core—This option provides access to a core collection of primary law materials. Content includes:
 - a) National Primary—All state and federal primary law (cases, statutes, regulations, administrative). Includes legislative history, PastStat locator, Bill and Regulation Tracking, and Graphical Statutes. Complete coverage of Michigan primary law materials.
 - ii. Option 5: Patron Access National Primary and Analytical Core—This option provides access to the primary law content included in Option 4, plus analytical content. Content includes:
 - a) National Primary—All state and federal primary law (cases, statutes, regulations, administrative). Includes legislative history, PastStat locator, Bill and Regulation Tracking, and Graphical Statutes. Complete coverage of Michigan primary law materials.
 - b) Analytical Premier—Thousands of secondary sources, with broad coverage of practice areas and jurisdictions, including an extensive collection of Michigan-specific content. Includes forms, jury instructions, 50 state surveys, and law reviews and journals.
 - iii. Additional Included features:
 - a) WestSearch
 - b) KeyCite Citator Service
 - c) Editorial Enhancements
 - d) West Key Number System
 - e) Research Recommendations
 - f) Law Summaries
 - g) Training (Initial and ongoing)
 - h) Reference Attorneys (ongoing)
 - i) Technical support (ongoing)
 - j) Ability to download, email, and print content
 - k) Transparent authentication

C. Specialty Online Legal Research Databases

The following specialty online legal research databases must include the following types of data:

- 1) 50 State Survey Library

- 2) Corpus Juris Secundum Library
- 3) LRP Public Employee Reporter Library or comparable resource with similar content. Public Employee Reporters (PER) Public Employee Reporters contains a series of public sector labor relations law reporters published by LRP. Documents included full-text decisions of the state labor relations board or commission, or an important state or federal court decision in the public sector labor relations field.
- 4) Michigan Legislative History Library
Michigan state legislative history materials, including congressional testimony, committee hearings transcripts, house and senate journals, floor debates, and governor's messages. Michigan statutes are fully integrated with this library, which directly links the researcher to the history of the statute.
- 5) Regulations, including history and tracking
 - a. REGULATIONS WITH EDITORIAL ENHANCEMENTS
 - b. BILL AND REGULATION TRACKING
- 6) News clipping service
WestClip automated news clipping service and other alert types

D. Public Utility Databases

The Contractor must provide access to public utility information (Federal and all 50 states) that may include the following information:

- 1) Utility agency decisions
- 2) Public utility commission decisions
- 3) Court decisions related to public utilities

E. Summary of Services and Product Offerings

- 1) Option 1: Basic Legal Research—This option provides access to basic legal research materials, including primary law, secondary analytical, and jury verdicts. Content libraries include:
 - a. Westlaw Core Legal Resources—Westlaw legal materials include federal and state case law, statutes (including the United States Code Annotated), and administrative rules and regulations, as well as topical and practice area resources, widely published law reviews and journals, and settlement and jury verdict information. In addition, Westlaw is the only online legal research service that includes West synopses and headnotes, as well as the West Key Number System.
 - b. Legal Research Library—This library provides access to a core collection of major secondary publications, including American Law Reports (ALR), American Jurisprudence 2d (AMJUR 2d), Restatements, and law reviews and journals.
- 2) Option 2: Basic Legal Research and Public Records—This option provides access to the basic legal research materials included in Option 1, plus national public records. Content libraries include:
 - a. Westlaw Core Legal Resources—See description under Option 1.
 - b. Legal Research Library—See description under Option 1.
 - c. National Public Records—Comprehensive and current collection of public records. Includes people locator resources, assets, adverse filings, licenses and registrations, and business and corporate records.
- 3) Option 3: Basic Legal Research, Public Records, and Specialty Databases—This provides access to a more robust collection of legal research materials and public records. In addition to the content included in Options 1-2, this option also includes public utilities commission decisions, public records research tools, and the Specialty Databases Library. Content libraries include:
 - a. Westlaw Core Legal Resources—See description under Option 1.
 - b. Legal Research Library—See description under Option 1.

- c. Public Utilities—Regulatory decisions concerning public utilities from all 50 states and D.C.
 - d. Specialty Databases Group—This library is a compilation of key databases that are important to Michigan state agencies. Content includes 50 State Surveys, Corpus Juris Secundum (CJS), LRP Public Employee Reporters (PER) decisions, MI Legislative History, Regulations with Editorial Enhancements, and Westnews-US.
 - e. PeopleMap Premier—Includes national public records, plus powerful research tools to efficiently find all records pertaining to a person.
- 4) In addition, agencies may choose to supplement any of the core options (Options 1-3) with additional add-on content. Agencies can also choose to create a custom package of content, features, and services that is specifically tailored to its users' research needs (Option 7: Custom Packages).

Content	Option 1	Option 2	Option 3
Primary Law Content and Tools			
Federal and State Case Law	Included	Included	Included
Federal and State Statutes	Included	Included	Included
Federal and State Administrative Materials	Included	Included	Included
Federal and State Legislative Materials	Included	Included	Included
Federal and State Rules and Regulations	Included	Included	Included
Regulations with Editorial Enhancements	Add-On	Add-On	Included
Bill and Regulation Tracking	Add-On	Add-On	Add-On
Public Utilities	Add-On	Add-On	Included
Public Employee Reporters (PER) Decisions	Add-On	Add-On	Included
MI Legislative History	Add-On	Add-On	Included
Graphical Statutes	Add-On	Add-On	Add-On
PastStat Locator	Add-On	Add-On	Add-On
Secondary Analytical Materials			
American Law Reports (ALR)	Included	Included	Included
AMJUR 2d	Included	Included	Included
All AMJUR Library	Add-On	Add-On	Add-On
Corpus Juris Secundum (CJS)	Add-On	Add-On	Included
Practice Area Materials (Topical Libraries)	Included	Included	Included
Treatises	Included (limited) Add-On (addt'l)	Included (limited) Add-On (addt'l)	Included (limited) Add-On (addt'l)
Texts and Periodicals	Included (limited) Add-On (addt'l)	Included (limited) Add-On (addt'l)	Included (limited) Add-On (addt'l)
Forms	Included (limited) Add-On (addt'l)	Included (limited) Add-On (addt'l)	Included (limited) Add-On (addt'l)
Law Reviews and Journals	Included	Included	Included
Restatements of the Law	Included	Included	Included
Uniform Laws Annotated	Included	Included	Included
Jury Instructions	Included	Included	Included
50 State Surveys	Add-On	Add-On	Included
MI Criminal Procedure	Add-On	Add-On	Add-On
Michigan Analytical	Add-On	Add-On	Add-On
State Analytical	Add-On	Add-On	Add-On
Black's Law Dictionary	Included	Included	Included
U.S. News	Add-On	Add-On	Included
Litigation Materials			

Content	Option 1	Option 2	Option 3
Jury Verdicts and Settlements	Included	Included	Included
Briefs	<i>Add-On</i>	<i>Add-On</i>	<i>Add-On</i>
Dockets without Tracks	<i>Add-On</i>	<i>Add-On</i>	<i>Add-On</i>
Public Records Content			
National Public Records	<i>Add-On</i>	Included	Included
PeopleMap Premier	<i>Add-On</i>	<i>Add-On</i>	Included
Company Investigator	<i>Add-On</i>	<i>Add-On</i>	<i>Add-On</i>
Miscellaneous Materials			
KeyCite Citator Service	Included	Included	Included
Alerts and WestClip (news clipping service)	Included	Included	Included
Editorial Enhancements	Included	Included	Included

1.1 Additional Services

A. Print Products

The Contractor must provide print products for legal information and research per request from the State agencies. The Contract must provide the State with an overall discount from retail for print products (See Schedule B – Pricing).

- 1) The Contractor must provide print products for the Michigan Department of Education (MDE) – State Law Library. Print products services must include all updates, recompilations, and new materials of the subscriptions.
- 2) The Contractor must provide Michigan Tax Guides for the Michigan Department of Treasury (TREA). TREA must be able to order the Guides in full sets and individual volumes.
- 3) The Contractor must provide print products to the Attorney General. Print products services must include all updates, recompilations, and new materials of the subscriptions.
- 4) The Contractor must provide print products to the Department of Licensing and Regulatory Affairs. Print products services must include all updates, recompilations, and new materials of the subscriptions.
- 5) The Contractor must provide print products to the Department of Labor and Economic Opportunity. Print products services must include all updates, recompilations, and new materials of the subscriptions.

1.2. Transition

The Contractor must provide for transition for individual accounts set up through this Contract so that services do not lapse.

1.3. Training

The Contractor must provide the following training:

- A. Internet-based legal research database training and materials necessary to operate the Internet-based service.
- B. Online and toll-free telephone help, including customer and technical support as well as reference attorneys to assist users in their internet-based instruction manual use.

- C. In-service training to State agency/department users on products, installation, and product safety issues, as needed, and at the request of the agency/departmental contact, during the period covered by the Contract.
- D. Training (at no additional cost) when systems are modified.
- E. Online and toll-free telephone help, including customer and technical support.
- F. Online tutorial.

2. IT Specific Standards

2.1 Secure Application Development Life Cycle (SADLC)

- A. Contractor agrees to work with the State in good faith to respond to security inquiries and complete security questionnaires, as requested by the State.
- B. Contractor agrees to assist the State, at no additional cost, with development and completion of a system security plan using the State's automated governance, risk and compliance (GRC) platform.
- C. **Security Accreditation.** Contractor agrees to work with the State in good faith to respond to security inquiries and complete security questionnaires, as requested by the State.
- D. **Application Scanning, Externally hosted solutions**
Contractor has implemented corporate security policies based on industry best practices. Contractor currently follows a 24x7x365 "follow the sun" Security Operations model, with a global response footprint and a main Cyber Fusion Center. Contractor's Security Operations Center (SOC) uses foundational, advanced, and next-generation security tools and services, to provide security monitoring and protection of people, assets, and operations around the globe.
- E. **Infrastructure Scanning, Externally hosted solutions**
Analytics, sensors, software agents, vulnerability scanners and application white-listing tools are deployed across data centers to help detect, disrupt or deny malicious activities, including spoofing, hijacking, and denial of service (DoS). Contractor also employs intrusion detection systems (IDS) and other proactive security monitoring tools in place to help defend our operations 24/7. A dedicated team of security analysts provides continuous monitoring and analysis of the latest security threats to help identify and defeat malicious activities, and cyber hunters are employed to help address asymmetric threats.

2.2 Acceptable Use Policy

To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

2.3 Mobile Responsiveness

The Contractor's Solution must utilize responsive design practices to ensure the application is accessible via a mobile device. Users can use WestSearch to search all core content, utilize KeyCite, access and add documents to folders, and more. Westlaw Mobile automatically synchronizes with the Westlaw website, so research begun in one place can easily be accessed and continued anywhere.

A subscription to Westlaw provides access to the following:

- iPad and iPhone App
- Android Tablet and Phone App
- Westlaw Mobile—

Westlaw Apps and Westlaw Mobile allow users to:

- Run searches with WestSearch and filter the results.
- Save, annotate, and view documents online and offline.
- Access KeyCite information, research history, favorites, and frequently used content.
- Organize and share research with folders.

- Get customized current awareness updates and news for practice areas.
- Add notes and highlighting to documents.
- Receive Westlaw Alerts within the app.

2.4 ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State may require that Contractor complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution.

http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621 and the Contractor agrees that its Solution shall comply with the VPAT it provides to the State.

2.5. Access Control and Audit

Contractor agrees to provide sign-on access to Westlaw via its proprietary authentication tool called OnePass. OnePass allows all users to manage their login credentials (e.g., change a password, update a security question and answer, or look up a forgotten username). Contractor will enforce identity and access security controls to enterprise resources, product environments and applications. These controls adhere to established industry standards including least privilege, segregation of duties, unique IDs, password management and privileged access management. Contractor will employ Privileged Access Management to secure administrator access at the system level. This adds multi-factor authentication and limited credential life span to reduce the risk of administrative account compromise. Capabilities integrated with privileged access management remove access automatically when employee leaves the company.

2.2. Data Retention

Contractor will allow users to manage, store, and retrieve research for later use.

- Folders

Westlaw allows users to organize and manage their research by storing their documents and text snippets in dedicated folders by issue, client, or topic. Users have complete control of the folders on Westlaw, including the folder name. They can save the document they are viewing with a few mouse clicks, or they can highlight portions of a document and save that selected text to a folder. Users can even use drag-and-drop to add documents to a folder.

- Users can save a list of frequently used databases on Westlaw. Users can also create Custom Pages that include links to important content on Westlaw.
- Research History

The History tab on Westlaw contains links to a user's research history. Research history includes documents viewed, searches run, and other research events such as KeyCite events. Research history is saved for up to one year, but users can choose to display history for a specific time period (e.g., today, last 30 days). Users can also narrow a history category by choosing a filter such as Client ID or Content Type.

2.3. End-User Operating Environment

Please see Section 1.A.1.) for the end-user operating environment.

3. Acceptance

3.1. Acceptance, Inspection and Testing

The State will use the following criteria to determine acceptance of the Statement of Work:

- A. The Contractor will enter into an agreement with the agency department for services.
- B. Services provided must be within the scope of this Contract.
- C. Any user agreements between the Contractor and the agency department must reflect the attachments in this Contract; however, Order Forms and supporting documents may differ in appearance from those samples provided in this agreement.

4. Staffing

4.1. Contractor Representative

The Contractor must appoint one individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Statement of Work, answering questions related to ordering and delivery, etc. (the “Contractor Representative”).

Contractor Representative:

Erin Cicarella, Government Client Manager

Phone: 216.645.7060

Email: erin.cicarella@tr.com

The Contractor will use commercially reasonable efforts to notify the Contract Administrator at least thirty (30) calendar days before removing or assigning a new Contractor Representative.

The Contractor must specify its number for the State to contact the Contractor Representative. The Contractor Representative must be available for calls during the hours of 7 am to 6 pm ET.

4.2. Customer Service Toll-Free Number

The Contractor must specify its toll-free number for the State to contact Customer Service. The Contractor Representative must be available for calls during the hours of 7 am to 6 pm ET.

- Contact Persons for Billing/Order Processing Issues
Telephone: 800.328.4880
Email: statesupport@tr.com
- Contact information for Technical and Research Support
 - Technical Support
Phone: 1.800.WESTLAW (800.937.8529)
Email: techsupport@tr.com
 - Research Support
Phone: 1.800.REF-ATTY (800.733.2889)
Live Chat on Westlaw
 - Online Support: legalsolutions.thomsonreuters.com/support

4.3. Work Hours

Access and technical support are available 24/7/365, and research assistance via Reference Attorney’s is available Monday-Friday from 7:00 a.m. – 12:00 a.m. Central Time.

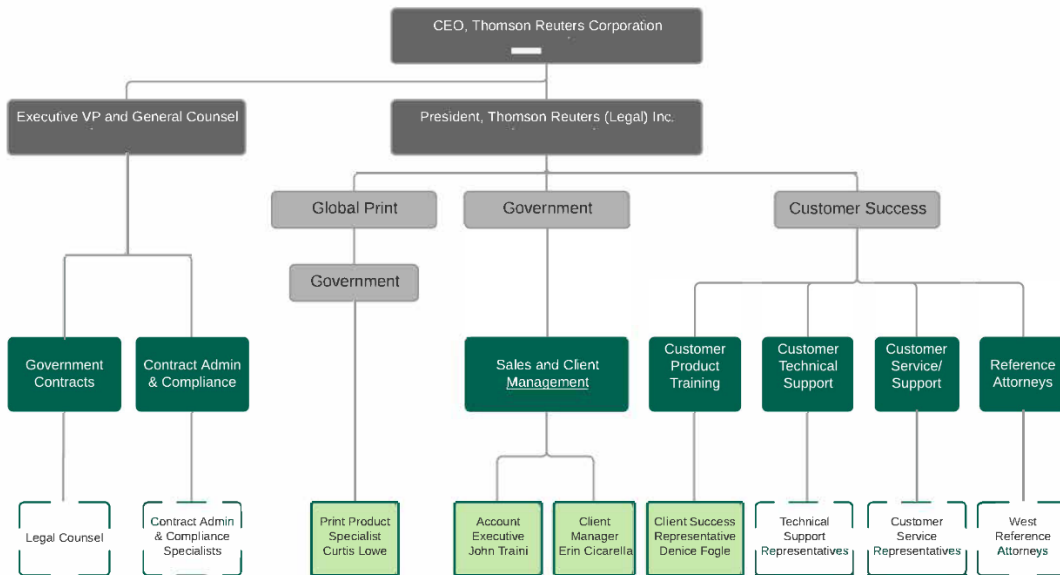
4.4. Dedicated Personnel

The Contractor must identify the Dedicated Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés.

Title	Name	Role	Location	Functions
Contract Administrator	Erin Cicarella	Client Manager	Ohio	Training Support Account management
Sales Representative	John Traini (Westlaw) Curtis Lowe (Print)	Account Executive Print Specialist	Ohio Minnesota	Orders Purchasing

4.5. Organizational Chart

Contractor’s Organizational Chart:



4.6. Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors throughout the duration of the Contract, the Contractor must disclose the following:

- A. The legal business name, address, and telephone number;
- B. A description of subcontractor's organization and the services it will provide;
- C. Information concerning subcontractor's ability to provide the Services.
- D. The relationship of the subcontractor to the Contractor.
- E. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- F. A complete description of the Statement of Work requirements that will be performed or provided by the subcontractor.

5. Project Management

5.1. Project Plan

The Contractor will carry out this project under the direction and control of the Program Manager. Within 30 calendar days of the Effective Date, the Contractor must submit a project plan to the Program Manager for final approval.

A. Proposed Timeline:

Implementation Step	Anticipated Time Frame
Contract award and execution of Master Contract with the State of Michigan.	TBD
Agency purchasing/ordering <ul style="list-style-type: none"> ▪ Subscription Request/Agreement ▪ Purchase Order/Delivery Order 	TBD
▪ Meet with agency point-of-contact to discuss roll-out and implementation plan.	Immediately following issuance of purchase order.
Order processing/account setup <ul style="list-style-type: none"> ▪ Identification of authorized users ▪ Issuance of user IDs/password registration keys 	Within 7-10 days of issuance of purchase order.
Training: Client Managers will coordinate and complete training with agency office.	To begin immediately in accordance with the implementation plan.
Dedicated Government Account Management	Ongoing
Technical and Customer Support	Ongoing

Available live 24x7 via telephone. Web-based chat also is available, as well as Client Manager and Client Representative support.	
On-going Training and Support <ul style="list-style-type: none"> ▪ In-person ▪ Webinars ▪ One-on-one trainings via WebEx or other method 	Ongoing <ul style="list-style-type: none"> ▪ Individual support ▪ Online self-paced trainings, videos, manuals and more.

B. Implementation

a. Communication and Outreach

Contractor will provide the State with a dedicated, skilled, and experienced account management team that will work closely with the State’s legal and investigative professionals.

The State’s account management team will serve as a direct line of communication between the purchasing agency and the Contractor. Included in the account management team is the Client Manager who will be the primary point-of-contact for agencies throughout the contract term. The Client Manager will work with authorized contact(s) at an agency to deliver enterprise-wide communications on training, enhancements, and other information as required.

During the implementation period, communications will begin with personalized emails to either agency point-of-contact(s) or to agency end-users, depending on each agency’s desires and needs. These emails will be sent as soon as possible and prior to the contract start date, so that everyone is up-and-running quickly.

b. Training

Upon issuance of a purchase order/delivery order, Contractor will immediately begin to implement a comprehensive training program to ensure that agency users are trained in the most effective manner consistent with their training goals and objectives.

To efficiently train all end users, Contractor will organize a system of agency contacts to help implement training classes and schedules. The Client Manager, in coordination with the agency and other members of the account management team, will be responsible for the coordination and delivery of all training. The Client Manager will work directly with designated agency contacts to implement appropriate plans and schedules to meet the training needs of each user.

Each initial training class, whether in-person, by telephone or on the web, will include, at minimum:

- Accessing Westlaw and familiarizing users with available databases and resources
- Browsing through content based on jurisdiction, content type, and practice area
- Conducting simple searches, searches within results, and complex searches (e.g., Boolean logic)
- Filtering search results and saving search results in folders
- Constructing an efficient search and searches that can be saved and searched again
- Printing, emailing and downloading search results

C. Ongoing Service and Support

- a. Account Management – Agencies dedicated Contractor account management team will be available for day-to-day to support and any account management issues that arise.
- b. Training – Contractor will provide training at no additional charge. The ongoing training period will extend throughout the life of the contract. Contractor’s standard training program (group or individual on site, classroom, WebEx, webinar, online self-paced module) will be made available to end users throughout the term of the contract.
- c. Technical Customer Support and Research Assistance – Agencies will have access to technical support representatives and reference attorneys.
- d. To assist in resolving technical problems with the Services, Contractor may provide telephone and/or online access to its helpdesk, or may provide self-help tools. Additional information related to the

support provided by Contractor may be described on <http://thomsonreuters.com/support-and-training> or as otherwise provided by Contractor.

5.2. Meetings

The State may request meetings, as it deems appropriate.

5.3. Reporting

The Contractor must submit, to the Program Manager and Contract Administrator the following written reports for legal research subscriptions:

- A. Annual Usage Reports:** Annual Usage report that documents the specific online research units billed to each agency/department and local unit delivered during each State fiscal term (October 1 – September 30). This report must be delivered to the Contract Administrator by October 31st each year.

In addition, agency account administrators will be able to generate usage reports of their agency using Contractor's QuickView+ tool. QuickView+ allows administrators to track usage by individual account, customized account group, client, user, and/or usage date.

6. Ordering

6.1. Authorizing Document

- A. The appropriate authorizing document for the Contract will be signed Master Agreement and Delivery Order in SIGMA, which will refer to Contractor's Order Form for a specific product or service.
- B. Individual accounts must only be agreed to with agreements that are incorporated into this Contract.

6.2 Orders

- A. In order to set up an account for new services, the Contractor must:
 - a. Be able to receive requests for user additions/deletions by e-mail, telephone, facsimile, or in writing from a designated agency/department Program Manager.
 - b. Only process requests for new accounts if the Agency/Department Program Manager has approved of the request. Requests from the State outside of the Agency/Department contact must not be processed.
 - c. Wait until the DO is received prior to beginning services.
- B. The Contractor must not accept any orders for subscription services until a signed MA has been executed.
- C. Continuing services from year to year do not require the Contractor to wait to receive a new DO for the fiscal year.

7. Pricing

7.1. Price Term

Pricing is firm for the first five (5) years of the Contract and for the additional five (5) option years, if exercised, all as provided in Schedule B.

8. Invoice and Payment

8.1. Invoice Requirements

- A. The Contractor must bill each agency/department direction for the subscription services on a monthly basis. Invoices must include, at a minimum:
 - a. State agency/department name
 - b. Description of service(s) used
 - c. Quantity of service(s) used
 - d. Cost per unit of services
 - e. Subscription account number

8.2. Payment Methods

The State will make payment for Statement of Work services and deliverables through electronic funds transfer (EFT).

8.3. Procedure

- A. Contractor must submit invoices to the State individual determined when creating/setting up an account.
- B. The State will approve of the invoice, and issue payment to the Contractor via the Payment Method identified in Section 8.2.
- C. Any unpaid invoices that exceed 90 days must be submitted to the Agency/Department contact to determine resolution. If the payment issue is not resolved in 120 days, the Contractor and Agency/Department contact must escalate the issue to the Contract Administrator. The Contractor must not suspend an account for nonpayment.

9. Services Levels

9.1. Time Frames

All Statement of Work service and deliverables must be delivered within the following service levels:

- A. New Services: Unless otherwise stated in the Order Form, new service will begin the first day of the first month following receipt of the fully executed West Order Form (or Purchase Order), provided adequate time is available for implementing the agreement. In general, to implement an agreement, West must receive the fully executed agreement no later than five business days prior to the end of the month preceding the start of service.
- B. Ongoing Services: Any changes to ongoing services must be delivered as soon as commercially practicable from the receipt of order.

9.2. Delivery of Print Materials

Delivery will be made at the location specified in the Delivery Order. Contractor must delivery all products specified in this Statement of Work F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging become the State's exclusive property upon acceptance.

9.3 Risk of Loss and Title

For Print Products, until delivery, title and risk of loss or damage to deliverables specified in this Statement of Work remains with the Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the deliverables, Contractor must remove them from the premises within ten (10) calendar days after notification of rejection. The risk of loss of rejected or non-conforming deliverables remains with the Contractor. Rejected deliverables not removed by Contractor within ten (10) calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property.

10 Additional Terms

10.1 Transition Responsibilities.

Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 180 calendar days; the "Transition Period"), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Services at the established Statement of Work rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all State Data, Documentation, and Work Product; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the "Transition Responsibilities"). The Term of this Contract is automatically extended through the end of the Transition Period.

STATE OF MICHIGAN

Master Agreement No. 200000000622
Statewide Legal Research Databases

SCHEDULE B PRICING

Pricing must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).

Legal Research (Options 1-3)

To meet the State's online legal research needs, Contractor will provide access to Thomson Reuters Westlaw. Contractor's Westlaw offering provides agencies with the ability to pick and choose from three commonly requested legal research packages.

- **Option 1: Basic Legal Research**
- **Option 2: Basic Legal Research and Public Records**
- **Option 3: Basic Legal Research, Public Records, and Specialty Databases**

Agencies may supplement these legal research packages by choosing additional content from a select list of optional separately priced add-ons.

Pricing and brief descriptions of included content, features, and services are provided in the following pages.

Note: If an agency's needs cannot be met by the pre-packaged content sets provided under Options 1-3, the agency can create a custom legal research package that is specifically tailored to its research needs. See Option 7.

Option 1: Basic Legal Research

Option 1 provides access to basic legal research materials, including primary law, secondary analytical, and jury verdicts.

Option 1

Proposed Content: Westlaw Core Legal Resources
Legal Research Library

Research Platform: Thomson Reuters Westlaw

Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing									
No. of Users	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10
1-100	\$38	\$38	\$39	\$40	\$41	\$42	\$43	\$44	\$45	\$46
101-150	\$37	\$37	\$38	\$39	\$40	\$41	\$42	\$43	\$44	\$45
151-200	\$36	\$36	\$37	\$38	\$39	\$40	\$41	\$42	\$43	\$44
201+	\$35	\$35	\$36	\$37	\$38	\$39	\$40	\$41	\$42	\$43

DESCRIPTION OF INCLUDED CONTENT, FEATURES, AND SERVICES

INCLUDED CONTENT

Westlaw Core Legal Resources—Westlaw legal materials include federal and state case law, statutes (including the United States Code Annotated), and administrative rules and regulations, as well as topical and practice area resources, widely published law reviews and journals, and settlement and jury verdict information. In addition, Westlaw is the only online legal research service that includes West synopses and headnotes, as well as the West Key Number System.

Legal Research Library—This library provides access to a core collection of major secondary publications, including American Law Reports (ALR), American Jurisprudence 2d (AMJUR 2d), Restatements, and law reviews and journals.

INCLUDED FEATURES AND SERVICES

- WestSearch
- KeyCite Citator Service
- Editorial Enhancements
- West Key Number System
- Research Recommendations
- Law Summaries
- Folder Analysis
- Alerts and WestClip
- Research Report
- Training (Initial and ongoing)
- Reference Attorneys (ongoing)
- Technical support (ongoing)
- Custom Pages
- Ability to download, email, and print content
- Mobile access
- Account management tools

Option 1 Add-On Content

If an agency selects Option 1, the following optional separately priced add-on libraries are available. For any add-ons selected by the agency, the corresponding monthly per user charge will be added to the Option 1 fixed monthly charge.

Option 1 Add-On Content (Monthly Per User Per Agency Location Pricing)										
Library Name	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10
MI Analytical (40960095)	\$8	\$8	\$8	\$8	\$8	\$9	\$9	\$9	\$9	\$9
State Analytical (42077865)	\$20	\$20	\$20	\$21	\$21	\$22	\$22	\$23	\$23	\$23
ALR/AMJUR/CJS (42104421)	\$23	\$23	\$23	\$24	\$24	\$25	\$25	\$26	\$26	\$27
MI Criminal Procedure (40963180)	\$6	\$6	\$6	\$6	\$6	\$6	\$7	\$7	\$7	\$7
Specialty Databases Group	\$23	\$23	\$23	\$24	\$24	\$25	\$25	\$26	\$26	\$27
Public Utilities (42071611)	\$12	\$12	\$12	\$12	\$13	\$13	\$13	\$14	\$14	\$14
Briefs (42059316)	\$25	\$25	\$26	\$26	\$27	\$27	\$28	\$28	\$29	\$29
Dockets without Tracks (42059327)	\$30	\$30	\$31	\$31	\$32	\$32	\$33	\$34	\$34	\$35
Bill & Regulations Tracking (40957659)	\$25	\$25	\$26	\$26	\$27	\$27	\$28	\$28	\$29	\$29
Graphical Statutes (40990437)	\$14	\$14	\$14	\$15	\$15	\$15	\$15	\$16	\$16	\$16
PastStat Locator (40986883)	\$14	\$14	\$14	\$15	\$15	\$15	\$15	\$16	\$16	\$16
National Public Records (41990509)	\$25	\$25	\$26	\$26	\$27	\$27	\$28	\$28	\$29	\$29
PeopleMap Premier & Company Investigator (41984465)	\$75	\$75	\$77	\$78	\$80	\$81	\$83	\$84	\$86	\$88

DESCRIPTIONS OF ADD-ON CONTENT

MI Analytical—Complete collection of MI legal guides, forms, and authorities.

State Analytical (All States and MI)—Extensive and exclusive collection of all state analytical materials, including Michigan. Materials include treatises, forms, jury instructions, and more.

ALR/AMJUR/CJS—American Law Reports (ALR), All American Jurisprudence (AMJUR), and Corpus Juris Secundum (CJS).

Michigan Criminal Procedure—Expert analysis of current statutes, court rules, and judicial decisions, plus forms and jury instructions. Includes Gillespie Michigan Criminal Law & Procedure with Forms, 2d, Practice Deskbook, 2d and Search and Seizure; and Law of Electronic Surveillance.

Specialty Databases Group—This library is a compilation of key databases that are important to Michigan state agencies. Content includes

- 50 State Surveys
- Corpus Juris Secundum (CJS)
- LRP Public Employee Reporters (PER) decisions
- MI Legislative History
- Regulations with Editorial Enhancements
- Westnews-US

Public Utilities—Regulatory decisions concerning public utilities from all 50 states and D.C.

Briefs—Extensive and exclusive collection of appellate briefs and petitions libraries at both the federal and state levels.

Dockets—Direct access to electronic court docket materials from courts throughout the United States, including Federal Courts of Appeal, Federal District Courts and Bankruptcy Courts, the U.S. Supreme Court, as well as state appellate and trial courts in 38 states and D.C.

Bill and Regulations Tracking—A single comprehensive source for bill and regulation tracking across the 50 states and federal government.

Graphical Statutes—Displays changes to a statute in an easy-to-read graphical view. From a single screen, researchers can easily track changes in the law, locate relevant legislative history materials, read important case law, and check for possible amendments.

PastStat Locator—Instant access to the statute version that was in effect on the date the legal matter actually occurred. Users can view prior versions of sections in the United States Code Annotated (USCA) and the annotated statutes for CA, FL, NJ, NY, PA, and TX.

National Public Records—Comprehensive and current collection of public records. Includes people locator resources, assets, adverse filings, licenses and registrations, and business and corporate records.

PeopleMap Premier and Company Investigator—Includes national public records, plus additional company and business information and advanced tools for efficient searching.

Option 2: Basic Legal Research and Public Records

Option 2 provides access to the basic legal research materials included in Option 1, plus national public records.

Option 2										
Proposed Content: Westlaw Core Legal Resources Legal Research Library (40962116)					National Public Records (41990509)					
Research Platform: Thomson Reuters Westlaw										
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing									
No. of Users	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10
1-100	\$53	\$53	\$54	\$55	\$56	\$57	\$59	\$60	\$61	\$62
101-150	\$51	\$51	\$52	\$53	\$55	\$56	\$57	\$58	\$59	\$60
151-200	\$50	\$50	\$51	\$52	\$53	\$54	\$55	\$56	\$57	\$58
201+	\$48	\$48	\$49	\$50	\$51	\$52	\$53	\$54	\$56	\$57

DESCRIPTION OF INCLUDED CONTENT, FEATURES, AND SERVICES

INCLUDED CONTENT

Westlaw Core Legal Resources—Westlaw legal materials include federal and state case law, statutes (including the United States Code Annotated), and administrative rules and regulations, as well as topical and practice area resources, widely published law reviews and journals, and settlement and jury verdict information. In addition, Westlaw is the only online legal research service that includes West synopses and headnotes, as well as the West Key Number System.

Legal Research Library—This library provides access to a core collection of major secondary publications, including American Law Reports (ALR), American Jurisprudence 2d (Am Jur 2d), Restatements, and law reviews and journals.

National Public Records—Comprehensive and current collection of public records. Includes people locator resources, assets, adverse filings, licenses and registrations, and business and corporate records.

INCLUDED FEATURES AND SERVICES

- WestSearch
- KeyCite Citator Service
- Editorial Enhancements
- West Key Number System
- Research Recommendations
- Law Summaries
- Folder Analysis
- Alerts and WestClip
- Research Report
- Training (Initial and ongoing)
- Reference Attorneys (ongoing)
- Technical support (ongoing)
- Custom Pages
- Ability to download, email, and print content
- Mobile access
- Account management tools

Option 2 Add-On Content

If an agency selects Option 2, the following optional separately priced add-on libraries are available. For any add-ons selected by the agency, the corresponding monthly per user charge will be added to the Option 2 fixed monthly charge.

Option 2 Add-On Content (Monthly Per User Per Agency Location Pricing)										
Library Name	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10
MI Analytical (40960095)	\$8	\$8	\$8	\$8	\$8	\$9	\$9	\$9	\$9	\$9
State Analytical (42077865)	\$20	\$20	\$20	\$21	\$21	\$22	\$22	\$23	\$23	\$23
ALR/AMJUR/CJS (42104421)	\$23	\$23	\$23	\$24	\$24	\$25	\$25	\$26	\$26	\$27
MI Criminal Procedure (40963180)	\$6	\$6	\$6	\$6	\$6	\$6	\$7	\$7	\$7	\$7
Specialty Databases Group	\$23	\$23	\$23	\$24	\$24	\$25	\$25	\$26	\$26	\$27
Public Utilities (42071611)	\$12	\$12	\$12	\$12	\$13	\$13	\$13	\$14	\$14	\$14
Briefs (42059316)	\$25	\$25	\$26	\$26	\$27	\$27	\$28	\$28	\$29	\$29
Dockets without Tracks (42059327)	\$30	\$30	\$31	\$31	\$32	\$32	\$33	\$34	\$34	\$35
Bill & Regulations Tracking (40957659)	\$25	\$25	\$26	\$26	\$27	\$27	\$28	\$28	\$29	\$29
Graphical Statutes (40990437)	\$14	\$14	\$14	\$15	\$15	\$15	\$15	\$16	\$16	\$16
PastStat Locator (40986883)	\$14	\$14	\$14	\$15	\$15	\$15	\$15	\$16	\$16	\$16
PeopleMap Premier & Company Investigator (41984465)	\$75	\$75	\$77	\$78	\$80	\$81	\$83	\$84	\$86	\$88

DESCRIPTIONS OF ADD-ON CONTENT

MI Analytical—Complete collection of MI legal guides, forms, and authorities.

State Analytical (All States and MI)—Extensive and exclusive collection of all state analytical materials, including Michigan. Materials include treatises, forms, jury instructions, and more.

ALR/AMJUR/CJS—American Law Reports (ALR), All American Jurisprudence (AMJUR), and Corpus Juris Secundum (CJS).

Michigan Criminal Procedure—Expert analysis of current statutes, court rules, and judicial decisions, plus forms and jury instructions. Includes Gillespie Michigan Criminal Law & Procedure with Forms, 2d, Practice Deskbook, 2d and Search and Seizure; and Law of Electronic Surveillance.

Specialty Databases Group—This library is a compilation of key databases that are important to Michigan state agencies. Content includes

- 50 State Surveys
- Corpus Juris Secundum (CJS)
- LRP Public Employee Reporters (PER) decisions
- MI Legislative History
- Regulations with Editorial Enhancements
- Westnews-US

Public Utilities—Regulatory decisions concerning public utilities from all 50 states and D.C.

Briefs—Extensive and exclusive collection of appellate briefs and petitions libraries at both the federal and state levels.

Dockets—Direct access to electronic court docket materials from courts throughout the United States, including Federal Courts of Appeal, Federal District Courts and Bankruptcy Courts, the U.S. Supreme Court, as well as state appellate and trial courts in 38 states and D.C.

Bill and Regulations Tracking—A single comprehensive source for bill and regulation tracking across the 50 states and federal government.

Graphical Statutes—Displays changes to a statute in an easy-to-read graphical view. From a single screen, researchers can easily track changes in the law, locate relevant legislative history materials, read important case law, and check for possible amendments.

PastStat Locator—Instant access to the statute version that was in effect on the date the legal matter actually occurred. Users can view prior versions of sections in the United States Code Annotated (USCA) and the annotated statutes for CA, FL, NJ, NY, PA, and TX.

PeopleMap Premier and Company Investigator—Includes national public records, plus additional company and business information and advanced tools for efficient searching.

Option 3: Basic Legal Research, Public Records, and Specialty Databases

Option 3 provides access to a more robust collection of legal research materials and public records. In addition to the content included in Options 1-2, this option also includes public utilities commission decisions, public records research tools, and the Specialty Databases Library.

Option 3										
Proposed Content: Westlaw Core Legal Resources Legal Research Library (40962116) Public Utilities (42071611)					Specialty Databases Group PeopleMap Premier (41615032)					
Research Platform: Thomson Reuters Westlaw										
Fixed Monthly Charge:		Monthly Per User Per Agency Location Pricing								
No. of Users	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10
1-100	\$75	\$75	\$77	\$78	\$80	\$81	\$83	\$84	\$86	\$88
101-150	\$73	\$73	\$74	\$76	\$77	\$79	\$80	\$82	\$84	\$85
151-200	\$71	\$71	\$72	\$73	\$75	\$76	\$78	\$79	\$81	\$83
201+	\$68	\$68	\$70	\$71	\$73	\$74	\$76	\$77	\$79	\$80

DESCRIPTION OF INCLUDED CONTENT, FEATURES, AND SERVICES

INCLUDED CONTENT

Westlaw Core Legal Resources—Westlaw legal materials include federal and state case law, statutes (including the United States Code Annotated), and administrative rules and regulations, as well as topical and practice area resources, widely published law reviews and journals, and settlement and jury verdict information. In addition, Westlaw is the only online legal research service that includes West synopses and headnotes, as well as the West Key Number System.

Legal Research Library—This library provides access to a core collection of major secondary publications, including American Law Reports (ALR), American Jurisprudence 2d (AMJUR 2d), Restatements, and law reviews and journals.

Public Utilities—Regulatory decisions concerning public utilities from all 50 states and D.C.

Specialty Databases Group—This library is a compilation of key databases that are important to Michigan state agencies. Content includes

- 50 State Surveys
- Corpus Juris Secundum (CJS)
- LRP Public Employee Reporters (PER) decisions
- MI Legislative History
- Regulations with Editorial Enhancements
- Westnews-US

PeopleMap Premier—Includes national public records, plus powerful research tools to efficiently find all records pertaining to a person.

INCLUDED FEATURES AND SERVICES

- WestSearch
- KeyCite Citator Service
- Editorial Enhancements
- West Key Number System
- Research Recommendations
- Law Summaries
- Folder Analysis
- Alerts and WestClip
- Research Report
- Training (Initial and ongoing)
- Reference Attorneys (ongoing)
- Technical support (ongoing)
- Custom Pages
- Ability to download, email, and print content
- Mobile access
- Account management tools

Option 3 Add-On Content

If an agency selects Option 3, the following optional separately priced add-on libraries are available. For any add-ons selected by the agency, the corresponding monthly per user charge will be added to the Option 3 fixed monthly charge.

Option 3 Add-On Content (Monthly Per User Per Agency Location Pricing)										
Library Name	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10
MI Analytical (40960095)	\$8	\$8	\$8	\$8	\$8	\$9	\$9	\$9	\$9	\$9
State Analytical (42077865)	\$20	\$20	\$20	\$21	\$21	\$22	\$22	\$23	\$23	\$23
ALR/AMJUR/CJS (42104421)	\$23	\$23	\$23	\$24	\$24	\$25	\$25	\$26	\$26	\$27
MI Criminal Procedure (40963180)	\$6	\$6	\$6	\$6	\$6	\$6	\$7	\$7	\$7	\$7
Briefs (42059316)	\$25	\$25	\$26	\$26	\$27	\$27	\$28	\$28	\$29	\$29
Dockets without Tracks (42059327)	\$30	\$30	\$31	\$31	\$32	\$32	\$33	\$34	\$34	\$35
Bill & Regulations Tracking (40957659)	\$25	\$25	\$26	\$26	\$27	\$27	\$28	\$28	\$29	\$29
Graphical Statutes (40990437)	\$14	\$14	\$14	\$15	\$15	\$15	\$15	\$16	\$16	\$16
PastStat Locator (40986883)	\$14	\$14	\$14	\$15	\$15	\$15	\$15	\$16	\$16	\$16
PeopleMap Premier & Company Investigator (41984465)	\$75	\$75	\$77	\$78	\$80	\$81	\$83	\$84	\$86	\$88

DESCRIPTIONS OF ADD-ON CONTENT

MI Analytical—Complete collection of MI legal guides, forms, and authorities.

State Analytical (All States and MI)—Extensive and exclusive collection of all state analytical materials, including Michigan. Materials include treatises, forms, jury instructions, and more.

ALR/AMJUR/CJS—American Law Reports (ALR), All American Jurisprudence (AMJUR), and Corpus Juris Secundum (CJS).

Michigan Criminal Procedure—Expert analysis of current statutes, court rules, and judicial decisions, plus forms and jury instructions. Includes Gillespie Michigan Criminal Law & Procedure with Forms, 2d, Practice Deskbook, 2d and Search and Seizure; and Law of Electronic Surveillance.

Briefs—Extensive and exclusive collection of appellate briefs and petitions libraries at both the federal and state levels.

Dockets—Direct access to electronic court docket materials from courts throughout the United States, including Federal Courts of Appeal, Federal District Courts and Bankruptcy Courts, the U.S. Supreme Court, as well as state appellate and trial courts in 38 states and D.C.

Bill and Regulations Tracking—A single comprehensive source for bill and regulation tracking across the 50 states and federal government.

Graphical Statutes—Displays changes to a statute in an easy-to-read graphical view. From a single screen, researchers can easily track changes in the law, locate relevant legislative history materials, read important case law, and check for possible amendments.

PastStat Locator—Instant access to the statute version that was in effect on the date the legal matter actually occurred. Users can view prior versions of sections in the United States Code Annotated (USCA) and the annotated statutes for CA, FL, NJ, NY, PA, and TX.

Legal Research Patron Access (Options 4-5)

To meet the Library of Michigan's online legal research needs, Contractor will provide access to **Thomson Reuters Westlaw Patron Access**.

Contractor's Westlaw Patron Access offering provides two content and pricing options for the Library's consideration (Options 4-5):

- **Option 4: National Primary**
- **Option 5: National Primary and Analytical**

Both options are presented on the following page.

Note: If the Library's needs cannot be met by the pre-packaged content sets provided under Options 4-5, the Library can create a custom legal research package that is specifically tailored to its research needs. See Option 7.

Option 4: Patron Access National Primary

Option 4 provides access to a core collection of primary law materials.

Option 4										
Proposed Content: National Primary Core (42043530)										
Research Platform: Thomson Reuters Westlaw Patron Access										
Fixed Monthly Charge:	Monthly Per Agency Location Pricing									
No. of Concurrent Users *	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10
1	\$315	\$315	\$321	\$328	\$334	\$341	\$348	\$355	\$362	\$369
2	\$536	\$536	\$547	\$558	\$569	\$580	\$592	\$604	\$616	\$628
3	\$709	\$709	\$723	\$738	\$752	\$767	\$783	\$798	\$814	\$831

* Westlaw Patron Access can be accessed via a dedicated terminal or via the Library's Wi-Fi network from a personal device.

Option 5: Patron Access National Primary and Analytical

Option 5 provides access to the primary law content included in Option 4, plus analytical content.

Option 5										
Proposed Content: National Primary Core (42043530) Analytical Premier (42049504)										
Research Platform: Thomson Reuters Westlaw Patron Access										
Fixed Monthly Charge:	Monthly Per Terminal Per Agency Location Pricing									
No. of Concurrent Users *	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10
1	\$425	\$425	\$434	\$442	\$451	\$460	\$469	\$479	\$488	\$498
2	\$724	\$724	\$738	\$753	\$768	\$784	\$799	\$815	\$832	\$848
3	\$956	\$956	\$975	\$995	\$1,015	\$1,035	\$1,056	\$1,077	\$1,098	\$1,120

* Westlaw Patron Access can be accessed via a dedicated terminal or via the Library's Wi-Fi network from a personal device.

DESCRIPTION OF INCLUDED CONTENT, FEATURES, AND SERVICES

INCLUDED CONTENT

Option 4

National Primary—All state and federal primary law (cases, statutes, regulations, administrative). Includes legislative history, PastStat Locator, Bill & Regulation Tracking, and Graphical Statutes. Complete coverage of Michigan primary law materials.

Option 5

National Primary—See previous description.

Analytical Premier—Thousands of secondary sources, with broad coverage of practice areas and jurisdictions, including an extensive collection of MI content. Includes forms, jury instructions, 50 state surveys, and law reviews and journals.

INCLUDED FEATURES AND SERVICES

- WestSearch
- KeyCite Citator Service
- Editorial Enhancements
- West Key Number System
- Research Recommendations
- Law Summaries
- Training (Initial and ongoing)
- Reference Attorneys (ongoing)
- Technical support (ongoing)
- Ability to download, email, and print content
- Transparent authentication

Print (Option 6)

This option provides authorized state agencies a discount off retail pricing for the purchase of eligible new print titles, existing print purchases, and eligible print programs. Agencies must work with their local Thomson Reuters/West representative at the time of purchase to receive the discount.

- Agencies will receive a minimum of 10% off the one-time purchase of eligible new print titles. (Note: A new title is defined as a purchase that has not been purchased within five years by the agency.)
- Certain agencies may be eligible for additional discounting based on a multi-year commitment. These additional discounts/print programs can provide for significant savings to state agencies. Please contact your local Thomson Reuters/West representative for more information.

Custom Packages (Option 7)

Please note: A pricing schedule is not available under this option, as the custom agency-specific pricing will be negotiated based on its unique research subscription needs. Agencies will contact their local Thomson Reuters/West representative for information on these custom packages, and to obtain their discount.

Packages under Option 7 outside of the scope of Options 1-6 must be appended to the Contract via Change Notice.

Legal Research Custom Packages

If an agency's legal research needs differ from or extend beyond the pre-packaged content sets identified by the solicitation (Options 1-5), Contractor can customize a legal research package that is specific to the agency's needs.

In addition to Westlaw, Thomson Reuters offers additional legal products, platforms, and solutions that may be of interest to State agencies, such as legal know-how/practical legal guidance, legal drafting assistance, analytics and artificial intelligence (AI) technology, continuing legal education (CLE), e-discovery, case management, and court management.

Print Program Custom Packages

A print program custom package provides agencies with the opportunity to enter into a multi-year agreement for the purchase of hard-copy legal publications. A multi-year agreement provides an agency with predictable, fixed-rate pricing and greater savings over time.

Pricing Terms and Conditions

The following terms and conditions apply to any contract between Thomson Reuters (West Publishing Corporation, hereinafter "West") and State of Michigan, Department of Technology, Management and Budget—Procurement (hereinafter, "agency") resulting from this proposal (hereinafter "contract").

- **Eligibility**—Available only to authorized state agencies. The rates set forth hereunder are available only to government personnel accessing West products for government purposes.
- **Agency/Purchasing Entity Locations**—Each agency location must subscribe separately. Access is limited to the agency's personnel at that location. Purchasing agencies/entities with multiple locations may purchase under the Custom Packages.
- **Authorized Users**—Only users authorized to use Westlaw by the agency may access and use Westlaw under the terms of the fixed-rate agreement, and such use must be solely for purposes directly related to the agency's research and work.
- **Passwords**—Each Westlaw user must be assigned a separate Westlaw password. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among users is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to the agency if West learns that Westlaw has been used by a person other than the person to whom the password has been issued.
- **Password Rates**—The Monthly Charge per User under the Per Password option will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one option to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.
- **Included and Excluded Charges**—Purchasing agencies will receive the content package as described in their Order Form. Access to and usage of all other content, features, and services is excluded and will be billed separately as excluded charges. The excluded content, features, and services will be charged at the applicable rates (including applicable transaction, communications, and other associated charges, if any) for each library, feature, or service accessed according to the then-current terms and conditions as set forth in the then-current Westlaw Schedule A transactional rates document.

West may, at its option, make certain content, features, and services excluded charges if West is contractually bound or otherwise required to do so by a contributor of data to West, or if the content, features, and services are enhanced or released after the effective date of any contract awarded to West pursuant to this proposal.

- **New Content, Features, Services, and Platforms**—West reserves the right to charge for any new content, features, services, or platforms released during the term of this contract (whether "third-party" content or not), and such charges may be separate from and in addition to the Fixed Monthly Charge. Such charges (if any) shall not be greater than the charges at which such content, features, services, or platforms are made available to West's other government subscribers under West's then-current Government Price Plan.

If, however, any new content, features, services, or platforms released during the term of this contract are made generally available to government subscribers as part of their fixed rate agreement, West will also make these same new content, features, services, or platforms available to the agency at no extra cost.

- **Order Forms**—All access to and usage of West products is governed by the then-current Thomson Reuters General Terms and Conditions, Product-Specific Terms, and applicable Order Form (Schedule D). These documents will be incorporated by reference into and made part of any contract awarded to West pursuant to this proposal.
- **Credentialing Documents**—Access to and usage of Westlaw public records content requires completion of the then-current Account Validation and Certification (AVC) Form. (A sample of this document in Schedule D.)

- **Contractor Information**—Any contract resulting from this proposal will be with:

Legal Contracting Entity:	West Publishing Corporation
Doing Business As (DBA):	West, a Thomson Reuters business
Corporate Address:	610 Opperman Drive, Eagan, MN 55123
Remittance Address:	P.O. Box 6292, Carol Stream, IL 60197-6292
Federal Tax ID #:	41-1426973
DUNS #:	14-850-8286
Cage Code:	89101
Company Size:	Large

- **Signature Requirements**—The applicable Order Form and all related documentation must be signed by an authorized representative.
- **Order Processing**—Unless otherwise stated in the Order Form, service will begin the first day of the first month following receipt of the fully executed West Order Form (or Purchase Order), provided adequate time is available for implementing the contract. In general, to implement a contract, West must receive the fully executed contract no later than five business days prior to the end of the month preceding the start of service.
- **Survivability**—At the time of expiration or cancellation of the Master Agreement, any existing multi-year agreement between West and a purchasing agency will remain in effect and continue to exist under the terms and conditions of the Master Agreement, including payment for services, until the term expires as set forth in the multi-year agreement.

STATE OF MICHIGAN

Master Agreement No. 200000000622
Statewide Legal Research Databases

SCHEDULE C SUPPLIER ADDITIONAL TERMS AND DISCLAIMERS

Westlaw™
PeopleMap

Supplier Additional Terms &
Disclaimers

[Ctrl + Click on section title to follow link]

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BANKRUPTCY FILINGS (BKR-ALL, BKR-XX)	3
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DRIVER LICENSES – TEXAS (DRIVLIC-ALL; DRIVLIC-TX)	5
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ALL DATABASES

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The data was not necessarily prepared or compiled by persons licensed to practice law in a particular jurisdiction. West is not engaged in rendering legal or other professional advice, and data you obtain through the Service is not a substitute for the advice of an attorney. If you require legal or other expert advice, you should seek the services of a competent attorney or other professional.

As used herein, these capitalized terms shall be defined as follows:

“End User” means an employee, subcontractor, or agent of subscriber that is authorized to use the Service within the scope of the Agreement.

“Provider” means a Supplier, Contributor, or other third party entity or individual that licenses or otherwise supplies data to West.

“You” or “Your” means the client, customer or subscriber identified in the Agreement.

“Service” means the particular products, software, services, and data that West makes available for use by End Users.

Any other capitalized term used in these Additional Terms but not otherwise defined will have the meaning assigned to it in your Agreement.

WEST IS NOT A CONSUMER REPORTING AGENCY AND NONE OF THE INFORMATION PROVIDED THROUGH THE SERVICE CONSTITUTE A "CONSUMER REPORT" AS SUCH TERM IS DEFINED IN THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C.A. SEC 1681 ET SEQ. BY ACCESSING THIS DATA, YOU AGREE THAT YOU WILL NOT UTILIZE THE DATA (I) AS A FACTOR IN ESTABLISHING AN INDIVIDUAL'S ELIGIBILITY FOR CREDIT OR INSURANCE, (II) IN CONNECTION WITH UNDERWRITING INDIVIDUAL INSURANCE, (III) IN EVALUATING AN INDIVIDUAL FOR EMPLOYMENT PURPOSES, (IV) IN CONNECTION WITH A DETERMINATION OF AN INDIVIDUAL'S ELIGIBILITY FOR A LICENSE OR OTHER BENEFIT GRANTED BY A GOVERNMENTAL AUTHORITY, (V) IN CONNECTION WITH ANY PERMISSIBLE PURPOSE (AS DEFINED BY THE FAIR CREDIT REPORTING ACT), OR (VI) IN ANY OTHER MANNER THAT WOULD CAUSE SUCH USE OF THE SERVICE TO BE CONSTRUED AS A CONSUMER REPORT BY ANY AUTHORITY HAVING JURISDICTION OVER ANY OF THE PARTIES. MOREOVER, YOU AGREE NOT TO TAKE ANY ADVERSE ACTION, WHICH IS BASED IN WHOLE OR IN PART ON THE DATA, AGAINST ANY

DATA MAY NOT BE USED FOR COMMERCIAL SOLICITATIONS, MARKETING, FUNDRAISING, OR OTHER SIMILAR ACTIVITIES OR RELATED PURPOSES.

SUPPLIER ADDITIONAL TERMS

purposes of criminal background checks.

ARRESTS (ARREST-ALL)

See *Supplier Additional Terms: Court & Dockets*.

BANKRUPTCY FILINGS (BKR-ALL, BKR-XX)

This data cannot be used to compile, verify or supplement any mailing lists, geographic or trade directories, business or consumer directories, or other compilation.

BUSINESS FINDER – CANADA/BUSINESS FINDER – US (BUSFIND-ALL; BUSFIND-XX)

This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.

CANADIAN WHITE PAGES (PEOPLE-CANADA)

This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.

COURT & DOCKETS (CRIM-ALL; CRIM-XX; ADVERSE-ALL; ADVERSE-XX; DOCK-XX)

By accessing the various court records made available to you through the Service, you acknowledge that this data will only be used for a lawful and appropriate use in the ordinary course and scope of your business or profession. The fact that an individual has been arrested, in and of itself, does not indicate that a violation of any law has occurred or that a crime has been committed. This data is provided for informational purposes only and it is not the official record. For copies of the official record (of an incarceration, conviction or court filing record) contact the source agency or court.

CALIFORNIA

data from the California Sex Offender Registry may only be used to protect a person at risk and may not be used as the basis to take any adverse action against a person, including without limitation, using the data for purposes related to: (a) health insurance, (b) insurance, (c) loans, (d) credit, (e) employment, (f) education, scholarships, or fellowships, (g) housing or accommodations, or (h) benefits, privileges, or services provided by any business establishment.

CONNECTICUT

Department of Corrections

This data contains names and information on individuals who are sentenced or currently on pre-trial status and have not been convicted. This information is not to be used for the

Judicial Branch data

data may not be used to allow, enable or otherwise support the transmission by e-mail, telephone or facsimile of mass, unsolicited, commercial advertising or solicitations to entities other than its own existing customers.

MAINE

The Maine Sex Offender Registry data may be used for public safety and community awareness purposes only.

NEW JERSEY

data from the New Jersey Sex Offender Registry may not be used as the basis to take any adverse action against a person, including without limitation, using the data for purposes related to: (a) health insurance, (b) insurance, (c) loans, (d) credit, (e) education, scholarships, or fellowships, (f) benefits, privileges, or services provided by any business establishment, unless for purposes of public safety, or (g) housing or accommodations.

NEW MEXICO

New Mexico data may not be used for solicitation or fund- raising purposes.

NEW YORK

New York data may not be used for solicitation or fund- raising purposes.

SOUTH CAROLINA

South Carolina data may not be used for solicitation or fund- raising purposes.

WASHINGTON

The data provided is based on information obtained from the courts as of the period of time covered by the most current update. The Administrative Office of the Courts and the Washington Courts ("AOC"): 1) do not warrant that the information is accurate or complete except for court purposes; 2) make no representations regarding the identity of any persons whose names appear in the Index; and 3) deny liability for any damages resulting from the release or use of the data. To verify the information, the user should personally consult the "official" record reposing at the court of record. In addition to the terms of your subscription agreement and without in any way limiting your subscription agreement, you acknowledge and agree that:

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one factor in your credit, insurance, marketing or other

LIMITATION OF LIABILITY: YOU ACKNOWLEDGES AND ACCEPTS THAT ALL INFORMATION AND DATA PROVIDED UNDER THIS AGREEMENT IS PROVIDED ON AN AS IS BASIS AND THAT THE INFORMATION AND DATA MAY BE SUBJECT TO ERROR OR OMISSION AND THEREFORE AGREES THAT THE AOC SHALL NOT BE RESPONSIBLE NOR LIABLE IN ANY WAY WHATSOEVER FOR THE VALIDITY OF ANY DATA PROVIDED OR FOR THE USE OF THE INFORMATION AND DATA PROVIDED. SPECIFICALLY:

- (A) THE AOC SHALL NOT BE LIABLE FOR ANY DEMAND OR CLAIM, REGARDLESS OF FORM OF ACTION, FOR ANY DAMAGES RESULTING FROM THE USE OF ANY INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT.
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- (C) THE AOC SHALL NOT BE LIABLE FOR ANY LOSS, INCLUDING REVENUE, PROFITS, TIME, GOODWILL, COMPUTER TIME, DESTRUCTION, DAMAGE, OR LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGE WHICH MAY ARISE FROM THE USE, OPERATION, OR MODIFICATION OF DATA PROVIDED UNDER THIS AGREEMENT.

CRIMINAL ARRESTS & INFRACTIONS RECORDS (CRIM-ALL; CRIM-XX)

See Supplier Additional Terms: Courts & Dockets.

D&B MARKET IDENTIFIERS (DMI-US)

See Supplier Additional Terms: Dun & Bradstreet.

D&B WORLDBASE (EXEC-BIOS)

See Supplier Additional Terms: Dun & Bradstreet.

DIVORCE (DIVORCE-ALL; DIVORCE-XX)

See Supplier Additional Terms: Courts & Dockets.

DUN & BRADSTREET

1. All information that Dun & Bradstreet, Inc. ('D&B') furnishes to you ('Information') will be used by you solely as

business decisions and will not be used to determine an individual's eligibility for credit or insurance to be used primarily for personal, family or household purposes or to determine an individual's eligibility for employment. You also agree that the Information will not be used to engage in unfair or deceptive practices.

2. You agree that the Information is licensed for your internal use only and you agree that it will not be reproduced, revealed or made available to anyone else. Notwithstanding the above, you may make limited excerpts of Information available to any of your clients only and where the provision of such Information is (i) incidental to the services that you provide to your client and (ii) such provision of Information is an amount which would not cause the Information so used or disclosed to be susceptible to use substantially as an original source of or as a substitute for the Information being licensed hereunder. You agree that you are solely responsible for any claim or cause of action arising out of or relating to use of the Information by you or any individuals or entities to whom the Information was shared.

3. You understand that you are the beneficiary of a contract between D&B and West and that, under that contract, both D&B and West have reserved certain rights that may result in the termination of your right to receive Information from D&B. In addition, D&B may terminate this Agreement at any time if you breach any of its terms.

4. YOU ACKNOWLEDGE THAT NEITHER D&B NOR WEST WARRANTS OR GUARANTEES THE TIMELINESS, CURRENTNESS, ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION. YOU ALSO ACKNOWLEDGE THAT EVERY BUSINESS DECISION INVOLVES THE ASSUMPTION OF A RISK AND THAT NEITHER D&B NOR WEST, IN FURNISHING THE INFORMATION TO YOU, DOES OR WILL UNDERWRITE THAT RISK, IN ANY MANNER WHATSOEVER. YOU THEREFORE AGREE THAT NEITHER D&B NOR WEST WILL BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED IN WHOLE OR IN PART BY D&B'S OR WEST'S NEGLIGENCE IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION.

5. YOU AGREE THAT NEITHER D&B NOR WEST WILL BE LIABLE FOR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THEIR POSSIBILITY. YOU ALSO AGREE THAT D&B'S AND WEST'S LIABILITY FOR ANY AND ALL LOSSES, DAMAGES OR INJURIES THAT YOU SUFFER OR INCUR ARISING OUT OF ANY ACTS OR OMISSIONS OF D&B OR WEST IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED HEREUNDER. REGARDLESS OF THE CAUSE OF THE LOSS, DAMAGE OR INJURY AND REGARDLESS OF THE NATURE OF THE LEGAL RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED \$10,000 AND YOU COVENANT AND PROMISE THAT YOU

WILL NOT SUE D&B OR WEST FOR A GREATER AMOUNT.

6. You acknowledge and agree that the copyright to the Information is and shall remain with D&B. You acknowledge

that the Information, regardless of form or format, is proprietary to D&B and comprises: (a) works of original authorship, including compiled information containing D&B's selection, arrangement and coordination and expression of such information or pre-existing material it has created, gathered or assembled; (b) confidential or trade secret information; and (c) information that has been created, developed and maintained by D&B at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm D&B. You shall not commit or permit any act or omission by your agents, employees or any third party that would impair D&B's proprietary and intellectual property rights in the Information. You agree to notify D&B immediately upon obtaining any information regarding a threatened or actual infringement of D&B's rights.

7. These terms are in addition to those found in your subscription agreement. If there is a conflict between these Terms and those found in any such subscription agreement then these Terms will apply.

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DRIVER LICENSES – Texas (DRIVLIC-ALL;DRIVLIC-TX)

This data may not be used to engage in any method, act, or practice which is unfair or deceptive, nor may it be used for marketing or solicitations, or surveys not authorized by law.

EXECUTIVE AFFILIATIONS (EA-ALL)

See Supplier Additional Terms: Dun & Bradstreet.

EXECUTIVE BIOGRAPHIES (EXEC-BIOS)

See Supplier Additional Terms: Dun & Bradstreet.

EXECUTIVE PROFILES (EXEC-PRO)

This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.

EXPERIAN CREDIT HEADER (CH-LOC)

The data contained in this database and its use may be regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop down menu. If you do not have a permissible use, you agree

that you will select "no permissible use" from the drop down

menu. The information in this database may not be used for any purposes related to direct marketing.

You acknowledge that the data contained in this database may be compiled by West from numerous suppliers, and that you have been allowed access to this data because of your representations, regarding its authorized use of the data.

You shall indemnify, defend and hold harmless West and its suppliers, from and against any and all liabilities, damages, losses, claims, costs, fees and expenses (including attorney fees) arising out of or relating to your use of this data. West and its third party suppliers are entitled to enforce the data security, use, legal compliance and indemnification provisions of your Agreement directly against you as third party beneficiary; provided however, the foregoing paragraph shall not be applicable to local, state, and federal government agencies or as otherwise excepted in your subscription agreement.

You agree to immediately notify West of any misuse or compromise of the information contained in this database. Failure to comply with these terms, including the Experian Access Security Requirements below, or other terms within your Agreement will result in temporary or permanent blocks on access to this database or termination of your Agreement. This data cannot be used to prepare, publish, clean or maintain any directory or provide any directory service to the general product. You further agree that you will not provide this data to any person or entity for resale. By accessing this data you acknowledge and agree that you are the end user of the data and that you do not intend to resell or otherwise provide or transfer it, in whole or in part, to another person or entity.

EXPERIAN ACCESS SECURITY AGREEMENT

The following information security measures are designed to provide guidance to you in relation to preventing unauthorized access to consumer information that you receive through the West Services. The information provided below is considered the minimum baseline for information security. It is your responsibility to implement appropriate controls to protect the privacy and information of consumers. Capitalized terms used herein have the meaning given in the Glossary attached hereto.

In accessing Experian's services, you agree to follow these security requirements:

1. Implement Strong Access Control Measures

- 1.1 Each User should have a separate, unique user ID logon password. **PASSWORD SHARING IS STRICTLY PROHIBITED**
- 1.2 Ensure that user IDs are not shared, either internally or externally. **PASSWORD SHARING IS STRICTLY PROHIBITED AND IS GROUNDS FOR SUSPENSION OR**

TERMIANTION OF YOUR ACCESS.

- 1.3 Ensure that no Peer-to-Peer file sharing is enabled on those users' profiles.
- 1.4 Keep user passwords Confidential.

- 1.5 Develop strong passwords that are:
 - Not easily guessable (i.e. password should NOT contain your name or company name, repeating numbers and letters or consecutive numbers and letters)
 - Contain a minimum of seven (7) alpha/numeric characters for standard user accounts
- 1.6 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
- 1.7 Restrict the number of key personnel who have access to consumer information.
- 1.8 Ensure that personnel who are authorized access to consumer information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.
- 1.9 Ensure that you and your employees do not access your own consumer information or those reports of any family member(s) or friend(s) unless it is in connection with a valid business transaction or for another permissible purpose.
- 1.10 Implement a process to terminate access rights immediately for users that are terminated or when they have a change in their job tasks and no longer require access to consumer information.
- 1.11 After normal business hours, turn off and lock all devices or systems used to obtain consumer information.
- 1.12 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain consumer information.

2. Maintain a Vulnerability Management Program

- 2.1 Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.
- 2.2 Configure infrastructures such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including these practices may include disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
- 2.3 Implement and follow current best security practices for Computer Virus detection scanning services and procedures:
 - Use, implement and maintain a current,

detection/scanning product on all computers, systems and networks.

- If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
- On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing newvirus definition files.

2.4 Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:

- Use, implement and maintain a current, commercially available computer anti-Spyware scanning product on all computers, systems and networks.
- If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
- Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.
- Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti- Spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti- Spyware scans be completed more frequently than weekly.

3. Protect data

- 3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)
- 3.2 All Experian data is classified as Confidential and must be secured to this requirement at a minimum.
- 3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.

4. Maintain an Information Security Policy

- 4.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.

- 4.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access

to information assets and to permit identification and prosecution of violators.

- 4.3 The FACTA Disposal Rules requires that you implement appropriate measures to dispose of sensitive consumer information to protect against unauthorized access or use of that information.
- 4.4 Implement and maintain security training and awareness sessions for all staff to underscore the importance of security within your organization

vehicle history reports, or (5) for providing motor vehicle

EXPERIAN CREDIT HEADER REAL TIME (CH-REALTIME)

The data contained in this database and its use may be regulated by laws that restrict the use of such information, including but not limited to the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. ("GLBA"), various federal and state laws, regulations, and rules as well as your subscription agreement with West. By accessing this database, you represent and warrant that information regulated by GLBA and other legal authorities will only be used for the use you select in the drop down menu. If you do not have a permissible use, you agree that you will select "no permissible use" from the drop down menu. The information in this database may not be used for any purposes related to direct marketing.

By accessing this data you acknowledge and agree that you are the end user of the data and that you do not intend to resell or otherwise provide or transfer it, in whole or in part, to another person or entity.

FICTITIOUS BUSINESS NAMES (FBN-ALL; FBN-XX)

This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.

GOOGLE MAPS

You understand and agree that your use of any Google mapping functionality will at all time comply with Google's Terms of Service (http://maps.google.com/help/terms_maps.html) and all applicable Google legal notices (http://maps.google.com/help/legalnotices_maps.html).

MARRIAGE (MARRIAGE-ALL; MARRIAGE-XX)

See Supplier Additional Terms: Courts & Dockets.

MOTOR VEHICLES (DMV-ALL; DMV-XX)

This data may not be used for such direct marketing activities as direct mail and telemarketing. Furthermore, this data cannot be used (1) by any law enforcement agency for traffic violation applications, (2) any toll road application, (3) in any automated system which detects traffic violations or identifies traffic violators or the vehicles involved, (4) for providing motor

statistical reports except in matters of litigation or associated investigations. This data cannot be used for any of the following services, or in connection with: motor vehicle manufacturers; matters of motor vehicle warranty, product alterations, recalls, advisories, customer surveys or research or performance monitoring of motor vehicles or dealers, law enforcement for traffic violation applications; toll road applications; any automated system that detects traffic violations or identifies traffic violators or the vehicles involved; for providing motor vehicle history reports; for providing motor vehicle statistical reports except in matters of litigation or associated investigations.

NEW MOVERS (NEWMOVERS)

This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.

PEOPLE FINDER HOUSEHOLD CENTRIC (PEOPLE-HH; PEOPLEHH-XX)

This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.

This data may not be used for any direct marketing or solicitation purpose. By accessing this data you acknowledge and agree that you will not infringe on any consumers' rights of privacy and will, at all times, adhere to fair information practices. You are expressly prohibited from using any element or component of the real property data to create, replace, supplement or enhance any title, legal, vesting, ownership or encumbrance report. You further agree that you may not use the data, coupled with alternative insurance approaches or products without first obtaining written permission.

REAL PROPERTY – Transactions/Pre-Foreclosures/Tax Assessor Records (RPT-ALL/XX; RPF-ALL/XX; RPA-ALL/XX)

REAL-TIME MOTOR VEHICLES GATEWAY

Your use of this data may be subject to privacy restrictions imposed by Driver's Privacy Protection Act ("DPPA") and state law. If you access motor vehicle, driver's license, state boat, or similar data, you will be required to acknowledge compliance with the law and to choose among "permissible uses" for the data. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

Furthermore, you agree to comply with the following:

1. Access to Motor Vehicle data: The Driver's Privacy Protection Act ('DPPA') as well as state law restricts the use of motor vehicle data to certain "permissible uses." subscribers who access motor vehicle data shall require its End Users to acknowledge compliance with these laws and only permit them

to access motor vehicle information for the specific DPPA permissible purposes. You represent and warrant that motor vehicle information will not be accessed without an approved DPPA permissible purpose for each access, that motor vehicle information shall be used only for such permissible purpose, and that you are the end user of the information. You shall employ commercially reasonable procedures to track and monitor End User access to and use of motor vehicle data and investigate any allegations of misuse of the motor vehicle data in full cooperation with West and/or its provider of this motor vehicle information, or at the request of a state. You acknowledge that in addition to other remedies of West and/or its provider any non-compliance by you with the above provision shall result in West revoking your access to and use of motor vehicle information. You acknowledge that motor vehicle data is licensed to you for your internal use only and may not be reproduced, or disclosed to anyone else unless permitted by law. Motor vehicle data shall not be appended to any other data or file except in the context of a report prepared for and consistent with the approved DPPA permissible purpose for which the motor vehicle data was accessed. You acknowledge that all right, title and interest in and to the motor vehicle data is retained by West and/or its provider, and you shall not commit or permit any act or omission that would impair such rights.

2. **Warranty:** The motor vehicle data shall be as current, accurate and complete as may be achieved using the source data and compilation and data processing methods customarily employed by West and its provider in the ordinary course of business, but is not warranted as being error free. Neither West nor its provider attempt to independently verify the completeness, accuracy or authenticity of this data. Accordingly, the data is provided on an 'as is' 'as available' basis. Any use or reliance upon the data by you shall be at your own risk. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. **Limitation of Liability:** IN NO EVENT SHALL WEST NOR ITS PROVIDER, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT

NOT LIMITED TO, LOST INCOME OR LOST REVENUE WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY.

4. Subscriber is responsible for all damages due to the misuse of this data by subscriber or any other party receiving such Regulated data from or through subscriber.

UNCLAIMED ASSETS (UNCLAIMED-ALL; UNCLAIMED-XX)

See Supplier Additional Terms: Courts & Dockets.

UTILITY RECORDS (UTILITY-ALL; UTILITY-XX)

The information in this database may not be used for any purposes related to direct marketing. Further, this data may not be used to create or enhance telemarketing calling lists or direct mailing lists or similar.

VOTER REGISTRATIONS (VOTERS-ALL; VOTERS-XX)

Voter registration data may not be used as the basis for commercial or charitable solicitation of any kind. This includes the mailing or delivering any advertisement of offer for any property, establishment, organization, product or service or for the purpose of mailing or delivering any solicitation for money, services, or anything of value. By accessing this data you acknowledge that access to certain data available through the Service, including voter registration data is regulated by state or federal laws. You agree not to access such data for any purpose that is not allowed by any applicable state or federal laws or regulations, or that is contrary to your subscription agreement. West will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.

Voter data from Kansas may only be used for political campaign or election purposes.

WORK AFFILIATIONS (WORKAFFIL)

This Data may not be used for direct marketing purposes, including, but not limited to, creating mailing or telemarketing lists.

THOMSON INNOVATION

The terms of this Thomson Innovation ("TI") Schedule (the "TI Third Party Terms Schedule") apply to your use of TI, in addition to the terms of your Subscription agreement. In the event of a conflict between the terms and conditions of the various components of your agreement with West, the following order of precedence (in order from highest to lowest priority) shall apply: TI Third Party Terms Schedule, TI Schedule, the Amendment (including any other Schedules thereto), and your subscription agreement.

1. DEFINITIONS

1.1. In this TI Schedule, the following capitalized terms have the following meanings:

"Content" means any data, metadata, metrics, charts, graphs, literature or other content in any form that is contained within, or provided through TI;

"Documentation" means the user manuals and other

documentation and technical information that West

and its affiliates makes generally available in relation to TI , whether in electronic form or otherwise;

“**End User**” means an authorized end user of TI within the scope of the LicenseLevel;

“**Internal database System**” means an electronic searchable database system, which is available only to authorized End Users within a Secure Network;

“**License Level**” means the number of subscriber’s End Users authorized to access TI as set forth in the Amendment;

“**Login Details**” means the unique user name and password used by End Users to access TI and/or subscriber’s IP address (as notified by subscriber in writing from time to time) required by West to validate access and other details (technical or otherwise) concerning access to TI and its login process; the Login Details shall be considered West’s Confidential Information;

“**Secure Network**” means a network (whether a standalone intranet network or a virtual private network within the Internet), which is accessible only to End Users and whose access rights are authenticated at the time of login and periodically thereafter consistent with good industry practice.

2. RIGHTS OF USE

- 2.1. Subject to payment of the applicable Westlaw Charges, West grants to subscriber in relation to TI a limited, non- exclusive, non-transferable right during the Term to allow End Users to access TI on the terms set out in paragraphs 2.2, 2.3 and 2.4 below and within the scope of the License Level.
- 2.2. During the Term, in relation to TI, an End User may:
 - 2.2.1. access, download and/or print reasonable amounts of Content as reasonably required for his or her own work use and subscriber’s internal purposes; and
 - 2.2.2. include insubstantial portions of Content in internal documents that are the property of subscriber, provided that such documents are for subscriber’s internal use only, or distribute insubstantial portions of Content to third parties as incidental samples for illustrative or demonstration purposes only.
 - 2.2.3. distribute limited, specifically relevant portions of the Content for interactions with (i) government regulatory agencies; (ii) third parties in connection with potential licensing transactions; and (iii) third parties for the purpose of representing or advising subscriber during litigation or other procedures for the application, renewal, extension or enforcement of Intellectual

Property Rights, in each case in connection with subscriber’s products or services.

- 2.2.4. maintain and use Content in an Internaldatabase System or in analytical tools for subscriber’s internal business purposes only, where use is limited to access by End Users only, except as otherwise permitted in the Amendment.
- 2.3. In each instance where an End User is reproducing any portion of the Content, such End User shall duly acknowledge the source of such Content and include the following notice where the Content is reproduced: “This material is reproduced under a license from Thomson Reuters. You may not copy or re-distribute this material in whole or in part without written consent.”
- 2.4. For the purpose of paragraph 2.2, an “insubstantial portion” of Content means an amount of Content which:
 - (i) has no independent commercial value; and (ii) could not be used by the recipient as a substitute for TI (or a substantial part of it) provided by West or its affiliates.

3. RESTRICTIONS ON USE

- 3.1. Except as otherwise authorized by West, subscriber undertakes not to, and to ensure that End Users will not:
 - 3.1.1. use, copy, adapt, translate, modify, reverse engineer, decompile, disassemble, sub-license, sell or distribute any portion of TI or any Content other than to the extent that they are expressly licensed to do so under the Agreement or as otherwise expressly permitted by law, where such rights cannot be modified by agreement;
 - 3.1.2. allow any non-End Users to access TI or Content, except as expressly permitted in paragraph 2.2.
 - 3.1.3. (i) create derivative databases or other works whether using all or some of the Content; or (ii) otherwise use TI (or any portion or derivation of the Content) in any other product or service;
 - 3.1.4. use TI, directly or indirectly, on a time sharing basis, or to provide services for any third party, except as otherwise permitted in the Amendment;
 - 3.1.5. use "web crawlers" or other types of software or hardware technology to automatically download or index Content from TI;
 - 3.1.6. disclose the Login Details to any third party or allow any third party to use the Login Details to access TI (whether on an End User’s behalf or otherwise);
 - 3.1.7. (i) create a denial of service, hack into, make unauthorized modifications of or otherwise impede TI, whether by the use of malware or otherwise; or (ii) intercept the communications of others using TI or falsify the origin of subscriber’s or an End User’s (as applicable) communications

or attempt to do any of the foregoing;

- 3.1.8. use TI (i) for any illegal or injurious purpose; (ii) to publish, post, distribute, receive or disseminate defamatory, infringing, obscene or other unlawful material; or (iii) to threaten, harass, stalk, spam, abuse or otherwise violate the legal rights (including, without limitation, rights of privacy and publicity) of others; or
- 3.1.9. use a Content Service for any medical diagnosis or treatment purpose.
- 3.2. subscriber shall ensure that no more End User IDs than the number of End User licenses set forth in the Amendment are provided to any individuals and that the End User IDs are not transferred from one individual to another.
- 3.3. SUBSCRIBER UNDERSTANDS THAT WEST, INCLUDING ITS AFFILIATES, IS AN INFORMATION PROVIDER AND DOES NOT PROVIDE LEGAL, FINANCIAL OR OTHER PROFESSIONAL ADVICE. THE INFORMATION, MATERIALS AND OPINIONS (IF ANY) CONTAINED IN THE CONTENT SERVICES ARE FOR GENERAL INFORMATION PURPOSES ONLY, ARE NOT INTENDED TO CONSTITUTE LEGAL OR OTHER PROFESSIONAL ADVICE, AND SHOULD NOT BE RELIED ON OR TREATED AS A SUBSTITUTE FOR SPECIFIC ADVICE RELEVANT TO PARTICULAR CIRCUMSTANCES. NEITHER WEST NOR ITS AFFILIATES NOR ANY OF ITS THIRD PARTY SUPPLIERS SHALL BE LIABLE FOR ANY LOSS THAT MAY ARISE FROM ANY RELIANCE BY SUBSCRIBER, OR ANY THIRD PARTIES, ON THE INFORMATION OR OTHER MATERIALS CONTAINED IN TI.
- 3.4. Where applicable and as a condition of West providing access to TI, subscriber shall ensure that it maintains all such licences and obtains all such consents and approvals to enable West and/or its affiliates to host any data, content or other materials supplied by subscriber, its End Users or Contributors, which subscriber requires West and/or its affiliates to host and/or make accessible for use by End Users through TI.

4. INTELLECTUAL PROPERTY RIGHTS. subscriber acknowledges that all intellectual property rights in TI and Content are owned by West, its affiliates and/or its third party Contributors. Save as expressly set forth in this Agreement, West, its affiliates and/or Contributors neither assign any intellectual property rights nor grant any licenses or rights in respect of TI or Content to subscriber.

5. PROVISION OF ACCESS TO TI CONTENT SERVICES

- 5.1. West and/or its affiliates:
 - 5.1.1. shall make TI available to End Users via westlaw.com and accessible to End Users by unique user ID's and passwords issued to and maintained by subscriber's password administrator. Passwords will not be issued to individual End Users;

- 5.1.2. may suspend access to TI in order to perform maintenance, network upgrades or other work related to the host site and, where reasonably practicable, will provide reasonable advance notice to subscriber of such suspension; and
- 5.1.3. shall use commercially reasonable endeavors to:
 - (i) maintain commercially reasonable server capacity and commercially reasonable Internet connection bandwidth to provide End Users with reasonable access to TI; and (ii) restore access to TI in the event of an unscheduled interruption or suspension of service.
- 5.2. West may change the format or nature of TI at any time.
- 5.3. subscriber shall be responsible for ensuring that the devices that its End Users use to access TI meet the minimum operating specifications as may be notified by West, its affiliates and/or Contributors.

6. THIRD PARTY CONTENT

- 6.1. subscriber acknowledges it may receive access to content that originates from a source other than West ("Third Party Content") through TI. Where applicable, the Third Party Terms Schedule may contain other terms and conditions which shall apply to subscriber's and/or any End Users' use of such Third Party Content in addition to the terms and conditions of this TI Schedule.
- 6.2. To the extent that subscriber archives or redistributes Third Party Content, subscriber must obtain all required approvals for such archiving and redistribution and upon request, provide copies of such approvals to West.
- 6.3. If a Third Party Contributor ceases to make its Third Party Content available to West or requires West to suspend or terminate the provision of all or any part of its Third Party Content to subscriber or to any of its End Users, then West may suspend or terminate that part of TI, which contains such Third Party Content, immediately without notice or further obligation to subscriber.
- 6.4. subscriber acknowledges and agrees that except where it has entered into a separate agreement directly with a Third Party Contributor, subscriber has no contract with any Third Party Contributor in respect of the supply of the Third Party Content. No Third Party Contributor owes subscriber any duty of care with respect to its Third Party Content or accepts any responsibility for it. IF A CONTRACT OR DUTY SHOULD BE HELD TO EXIST, WEST, AS AGENT FOR EACH THIRD PARTY CONTRIBUTOR SOLELY FOR THE PURPOSE OF THE FOLLOWING EXCLUSION, EXCLUDES THE LIABILITY OF EACH THIRD PARTY CONTRIBUTOR FOR ANY LOSSES OF SUBSCRIBER, WHICH MAY ARISE UNDER THAT CONTRACT OR DUTY.

7. US GOVERNMENT RESTRICTED RIGHTS. If subscriber is a branch or agency of the United States Government, the

following provision applies: Any software or documentation

provided hereunder is comprised of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 CFR 12.212 (Sept 1995). Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4 (December 1995), all U.S. Government end users acquire such software and documentation with only those rights explicitly set forth herein.

8. **SURVIVAL OF TERMS.** Paragraphs 1 and 4 shall survive termination or expiry of this Agreement.

THOMSON INNOVATION THIRD PARTY ADDITIONAL TERMS SCHEDULE

The terms of this Schedule (the “TI Schedule”) apply to your use of TI, in addition to the terms of your Subscription agreement.

1. Interpretation

In the event of a conflict between the terms and conditions of the various components of your agreement with West, the following order of precedence (in order from highest to lowest priority) shall apply: TI Third Party Terms Schedule, TI Schedule, the Amendment (including any other Schedules thereto), and your subscription agreement.

(“Newsroom databases Licensors”) make any warranty whatsoever as to the accuracy or

2. FOR THE PRODUCT KNOWN AS THOMSON INNOVATION ONLY:

2.1. For the Corporate Tree Hierarchy data Content set only:

2.1.1. 1790 ANALYTICS STANDARD DISCLAIMER. The assignee thesaurus data is provided by 1790 Analytics to help persons and organizations to analyze the intellectual property portfolios of the covered patenting organizations. Due to the many complexities in processing data from a variety of patent offices including, but not limited to, reconciling different assignee name formats, tracking mergers and acquisitions, and reassigning patents, 1790 Analytics does not warrant the accuracy, completeness, merchantability, or fitness of the data for any particular purpose. 1790 Analytics shall not be liable for any loss or injury caused in whole or part by the use of this data, including but not limited to compiling, interpreting, reporting, or analyzing the performance of the organizations whose patent data is approximated herein.

2.1.2. Assignee thesaurus data is copyrighted by 1790 Analytics and decompiling, reverse engineering or downloading of the Assignee thesaurus is expressly prohibited.

2.2. For the Newsroom Content set only:

2.2.1. The Newsroom databases (“Newsroom databases”) are provided "as is" without warranty of any kind. None of the licensors of the Newsroom databases

completeness of any of the Newsroom databases or the results to be obtained from using the information contained therein, and none of the Newsroom databases Licensors shall be responsible for any claims attributable to errors, omissions or other inaccuracies in the information contained in any Newsroom databases. The entire risk as to the results and performance of any Newsroom database is assumed by the user of that database. Further, none of the Newsroom databases Licensors make any representations or warranties either express or implied, with respect to any of the Newsroom databases, including, but not limited to, the quality, performance, merchantability or fitness for a particular purpose of any Newsroom database or any information contained therein. In no event shall any of the Newsroom databases Licensors be liable for direct, indirect, special, incidental or consequential damages arising out of the use of or inability to use any Newsroom database or for any loss or damage of any nature caused to any person as a result of the use of the Newsroom database.

Material contained in any Newsroom database may not be sold. Material contained in any Newsroom database may not be made available in any manner whatsoever to a third party or duplicated, redistributed or archived, except solely for Client's own internal use and according only to the terms and conditions contained below.

2.2.2. A user may not:

- (a) redistribute, copy or electronically store (archive) all or a majority of records from a single issue of a publication retrieved from the Newsroom databases;
- (b) electronically store (archive) in machine-readable form for more than twelve (12) months;
- (c) delete or remove from a record or data the copyright credits or the name of the

Newsroom database from which such record or data was retrieved;

Licensors shall be responsible for any claims

- (d) republish, distribute or make available in any manner whatsoever to third parties who are not part of the user's organization records or data retrieved from the Newsroom databases;

or

- (e) use any records or data to create a derive work, except for a compilation of electronically stored data for internal use only.

3. Interpretation

In the event of a conflict between the terms and conditions of the various components of your agreement with West, the following order of precedence (in order from highest to lowest priority) shall apply: TI Third Party Terms Schedule, TI Schedule, the Amendment (including any other Schedules thereto), and your subscription agreement.

4. FOR THE PRODUCT KNOWN AS THOMSON INNOVATION ONLY:

4.1. For the Corporate Tree Hierarchy data Content set only:

4.1.1. 1790 ANALYTICS STANDARD DISCLAIMER. The assignee thesaurus data is provided by 1790 Analytics to help persons and organizations to analyze the intellectual property portfolios of the covered patenting organizations. Due to the many complexities in processing data from a variety of patent offices including, but not limited to, reconciling different assignee name formats, tracking mergers and acquisitions, and reassigning patents, 1790 Analytics does not warrant the accuracy, completeness, merchantability, or fitness of the data for any particular purpose. 1790 Analytics shall not be liable for any loss or injury caused in whole or part by the use of this data, including but not limited to compiling, interpreting, reporting, or analyzing the performance of the organizations whose patent data is approximated herein.

4.1.2. Assignee thesaurus data is copyrighted by 1790 Analytics and decompiling, reverse engineering or downloading of the Assignee thesaurus is expressly prohibited.

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Material contained in any Newsroom database may not be sold. Material contained in any Newsroom database may not be made available in any manner whatsoever to a third party or duplicated, redistributed or archived, except solely for Client's own internal use and according only to the terms and conditions contained below.

4.2.2. A user may not:

- (a) redistribute, copy or electronically store (archive) all or a majority of records from a single issue of a publication retrieved from the Newsroom databases;
- (b) electronically store (archive) in machine-readable form for more than twelve (12) months;
- (c) delete or remove from a record or data the copyright credits or the name of the Newsroom database from which such record or data was retrieved;
- (d) republish, distribute or make available in any manner whatsoever to third parties who are not part of the user's organization records or data retrieved from the Newsroom databases; or
- (e) use any records or data to create a derivative work, except for a compilation of electronically stored data for internal use only.

SUPPLIER DISCLAIMERS

ARRESTS (ARREST-ALL)

See *Supplier Disclaimers: Court & Dockets*.

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Maricopa County Justice Courts
Maricopa County Superior Court
Arizona Supreme Court

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IDAHO

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WISCONSIN

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OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

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CHANGE LOG

DATE	CHANGE
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10/27/15	Removed Choice of Law and Jurisdiction provisions from Dun & Bradstreet
6/30/17	<ul style="list-style-type: none"> • Removed: Web Analytics – Yahoo Terms • Added: Real-Time Motor Vehicles Gateway
6/5/18	<p><u>Revised:</u></p> <ul style="list-style-type: none"> • Business Finder- Canada/ Business Finder- US • Canadian White Pages • Executive Profiles • Fictitious Business Names • New Movers • People Finder Household Centric • Work Affiliations • Corporate Records (Michigan) • Corporations/Corporate Filings (New York) <p><u>Added:</u></p> <ul style="list-style-type: none"> • Code of Maryland Regulations • Court & Dockets- Indiana • Court & Dockets- Wisconsin • Financial Industry Regulation Authority (FINRA) Materials • Illinois State Bar Association Advisory Opinions • Insurance Form Portfolios & Circulars

STATE OF MICHIGAN

Master Agreement No. 200000000622
Statewide Legal Research Databases

SCHEDULE D ORDER FORMS

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)

Acct # _____ Quote # _____ PO # _____ Date _____

Name/Subscriber _____ Bill To Acct # Order _____

Confirmation Contact Name _____

E-Mail _____

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 # _____

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

Name _____ Attn: _____

Address _____ Suite/Floor _____

City _____ State _____ County _____ Zip _____

*** REQUIRED ***

IF NEEDED

Online/CD-ROM/Practice Solutions/Software Products

Full Svc #	Online/CD-ROM/Practice Solutions/Software Products	Quantity *	Monthly Rate Banded/Base Rate	Per		Total Monthly Charges
				User/Conc. User Rate	Other	

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 \$ _____

	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. At the end of the Minimum Term, 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 90 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 Post-Minimum Term subscription by sending at least 60 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 90 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 60 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.

CD-ROM and Dissomaster Products

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.

Initials for Post Minimum Term Subscription Services. I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. At the end of the Minimum Term, 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 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Annual billing (please check if requested)

Banded Products Subscriptions

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**

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

For Internal Office Use Only

OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

Online/Practice Solutions/Software Renewals

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. At the end of the Renewal Term, 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 90 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 Post-Renewal Term subscription by sending at least 60 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 90 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 60 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.

	Passwords and QuickView+	
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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 _____

	Print/CD-ROM Products	
--	------------------------------	--

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.

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

Notes:

	Westlaw Roaming Access	
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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

	Miscellaneous	
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- 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.
- Settling a Disputed Balance.** Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.
- 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.
- 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-a-westlaw.pdf> and <http://legalsolutions.com/schedule-a-concourse-firm-central-caselogistix>. Excluded Charges may change after at least 30 days written or online notice.
- 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.
- 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, Peer Monitor and Data Privacy Advisor 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.
- 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.
- 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 subscriber, United States federal law will apply and any claim may be brought in any federal court.
- Thomson Reuters General Terms and Conditions,** apply to all products ordered, except print and is located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf. The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at legalsolutions.com/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

10. **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 legalsolutions.com/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
- CD-ROM
- 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

ACKNOWLEDGMENT

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

Printed Name _____

Title _____

Date _____

Signature X

For Credit Card Transactions only:

Visa _____ Master Card _____ Am Ex _____

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: _____



Check West account status below as applicable:		Rep Name & Number _____		
New _____ (NACI Form attached)	Existing with Increase Credit Limit _____ (NACI Form attached)		*** REQUIRED ***	
Existing with no changes _____	Existing with changes _____ (Permanent name change must attach a Customer Name Change Form)			
Acct # _____	Quote # _____	PO # _____		Date _____
Name/Subscriber _____		Bill To Acct # Order _____		
Confirmation Contact Name _____				
E-Mail _____				
Password Contact Name (for password delivery) E-Mail _____				
Time and Billing Contact Name E-Mail _____				
MSA Jurisdiction _____		Contract # _____		Option # _____
Permanent Address Change _____		One-Time Ship To _____		Additional Ship To _____
Additional Bill To _____				
Name _____ Attn: _____				
Address _____ Suite/Floor _____				
City _____ State _____ County _____ Zip _____				

	ProFlex Products			
Full Svc #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Quantity *	Monthly Banded Rate	Other
40757482	ProFlex			
Notes:				

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

Total Monthly Charges \$ _____

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.

If you previously subscribed under a Special Offer Amendment/Exhibit the effective date of this Order Form is the first day of the month following the date we process your order.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

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.

Post Minimum Term for Government Subscribers. At the end of the Minimum Term, 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 90 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 Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803

Automatic Renewal Term for Non-Government Subscribers Only. 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 90 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 60 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. If you

elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order. For concurrent Patron Access subscribers at multiple locations, the concurrent access will be limited by the quantity of Patron Access users by location, as identified on the ProFlex Addendum/Attachment.

Banded Products Subscriptions

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

Technical Contact for Westlaw Patron Access

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.

IP Address Range _____

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

For Internal Office Use Only

OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

ProFlex Renewals

Sub Matl #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Current Monthly Charges*

* 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.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

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.

Post Renewal Term for Government Subscribers. At the end of the Renewal Term, 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 90 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 Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Non-Government Subscribers Only. 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 90 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 60 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. If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

Online/CD-ROM Products to be Lapsed

Full Svc #	Online/CD-ROM Products	Account #/Location

Westlaw Roaming

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**

Miscellaneous

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. **Settling a Disputed Balance.** Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

3. **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.

4. **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-a-westlaw.pdf> and <http://legalsolutions.com/schedule-a-concourse-case-notebook-hosted>. Excluded Charges may change after at least 30 days written or online notice.

5. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card or debit and 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.

6. **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, Peer Monitor and Data Privacy Advisor 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.

7. **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 our then current carrier rate.

8. **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 subscriber, United States federal law will apply and any claim may be brought in any federal court.

9. **Thomson Reuters General Terms and Conditions,** apply to all products ordered, except print and is located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf. In the event of a conflict between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

10. **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 legalsolutions.com/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
- CD-ROM
- 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

ACKNOWLEDGMENT

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

Printed Name _____

Title _____

Date _____

Signature X _____

For Credit Card Transactions only:	Visa _____ Master Card _____ Am Ex _____
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.

WEST ORDER FORM – SPECIAL OFFER

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



THOMSON REUTERS™

SUBSCRIBER INFORMATION				
Account	89999999		Contact Name	
Name	Sample Customer		Title	
Address Line 1			Email	
Address Line 2			Phone	
OFFER INFORMATION				
Agreement Number	00060789.0		Effective Date	07/01/2019
Material ID	Subscribed Products & Services	Authorized Users	Subscription Periods	Monthly Charges
			7/1/2019 - 6/30/2020	

1. The General Terms and Conditions. The Thomson Reuters General Terms and Conditions located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf apply to all products licensed on this order form. Paragraph 10 (a) of the Thomson Reuters General Terms and Conditions does not apply and this order form will not automatically renew, unless otherwise stated below. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this order form, the terms of this order form control.

2. 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.

3. Excluded Charges. 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 at <http://legalsolutions.com/schedule-a-library-government>, and Excluded Charges 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 Order Form. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

4. Returns and Refunds. Charges for Westlaw (including Westlaw China, Campus Research, Paralegal, Patron Access and Correctional Facilities), CLEAR (including CLEAR Cap), Monitor Suite, ProView eBooks, West LegalEdcenter, Software, TREWS, Serengeti, Practice Solutions, Library Maintenance Agreement and Special Offer/print agreements are not refundable. Please see 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.

5. Transportation Charges. Print 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 then-current carrier rates.

6. 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. 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.

7. Confidentiality. You understand that disclosure of the terms contained in this Order Form would cause competitive harm to us, and you agree not to disclose these terms to any third person.

8. Termination. This Order Form shall terminate simultaneously with termination of the General Terms and Conditions.

9. Settling a Disputed Balance. Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

10. Passwords. For our products accessed by individually-issued passwords, each user, including each user that receives training, must purchase and be assigned his/her own password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among your personnel is STRICTLY PROHIBITED. We reserve the right to issue additional passwords to you and charge you for such additional password if we learn that a password has been used by a person other than the person to whom the password has been issued.

11. Material Change. If, at any time during the term of this Order Form, there is a material change in your organizational structure including, but not limited to merger, acquisitions, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this Order Form, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

12. Westlaw and CLEAR Products Only. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your Order Form or during the credentialing process changes. You agree and warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we

This Offer expires XXXXX.

Sample Customer

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may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decision and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions. You may transmit Westlaw data electronically using a feature in the information product or print and share that information product data as necessary in the regular course of your business.

ACKNOWLEDGMENT

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

Sample Customer

WEST PUBLISHING CORPORATION

Signature Date

Signature Date

Name (please print)

Name (please print)

Title

Title

SUBSCRIBER INFORMATION EXHIBIT

SUBSCRIBER OFFICE & ADMINISTRATOR INFORMATION							
Subscriber's Offices (City, State)	Password/License Administrator Name ¹	Code	Email Address	Department/Practice Group	Product	% of Total Users by Location ²	Server Location (Y/N)

¹ Administrators are counted as a user on per user subscriptions
² Taxes for software products will be based on % of Total Users by Location

SPECIAL OFFER BILLING OPTIONS (FOR MULTIPLE LOCATIONS ONLY)
<p><input type="checkbox"/> DEFAULT. UNLESS OTHERWISE SPECIFIED, YOU WILL RECEIVE ONE COMBINED MONTHLY INVOICE AND A COPY OF EACH PARTICIPATING ACCOUNT'S LOCATION USAGE REPORTS - ALL MAILED TO THE PAYER ACCOUNT OFFICE.</p>
<p><input type="checkbox"/> AS IS. Your current billing arrangement should remain unchanged.</p>
<p><input type="checkbox"/> ALTERNATIVE #2. Each account will be billed separately, each receiving an invoice and a location usage report. Special offer adjustments will be allocated to the individual accounts based on their actual usage charges.</p>
<p><input type="checkbox"/> ALTERNATIVE #3. (Not available for orders with concurrent users) An invoice and location usage report will be created for each office, allocating special offer adjustments to individual accounts based on their actual usage charges, however each account invoice and associated location usage reports will be independently mailed to the account noted below rather than to the invoiced account location.</p> <p>Mail to Account: _____</p>
<p>Please note: These billing arrangements do not affect Quickview+.</p>

This Offer expires XXXXX.
Sample Customer

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



THOMSON REUTERS™

Subscriber Information

Account Number (if applicable) Full _____

Legal Name/Entity Business _____

Unit/Dept/Agency _____

The applicant's address below is (please check one): a Commercial Location a Residence (i.e. a home-based business)

Street Address _____

City _____ Country (if not US) _____

State _____ Zip _____

Main Organization Telephone _____ Location/Contact/Ext Telephone _____

Cell Phone (if no land line available) _____ E-Mail Address _____

Website _____ Check here if no website available

West products have implemented Multi-Factor Authentication and in order to access the public records products you must supply a valid External IP Address or IP Range belonging to your organization that meets the following requirements:

- IP Addresses assigned to jurisdictions outside the United States or West-approved U.S. Territories are prohibited
- IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255.
- All IP addresses must be IPv4 addresses.
- If you do not know your External IP address(es), try the following:
 - Contact your network administration, firewall or security team
 - Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)

Go to the following URL in your browser: <http://tools.whois.net/yourip/> or <http://www.whatismyip.com> to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)

Internet Service Provider Name: _____

IP Address: _____

IP Address Range: _____

Beginning IP Address: _____ Ending IP Address: _____

Beginning IP Address: _____ Ending IP Address: _____

REQUIRED

ACCOUNT INFORMATION AND DATA USE

Select Type of Government

US Federal

US State

US Local

Tribal Government

Other Government: _____

(Please describe)

Select Type of Academic Institution

Privately Funded Academic Institution (non-government funded)

Government Funded Academic Institution US – State

Do your end users have arrest powers?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Will you be using the product in relation to the collection of consumer debt (i.e., financial obligations of a consumer relating to a transaction for personal, family, or household purpose)?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Will you have end users at any location(s) other than at the address listed above? – If yes, please attach a completed Addendum to Account Validation and Certification Form – Multiple Locations.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Are you requesting “unmasked data” or full display of full Security Numbers, full Date of Birth and/or Driver’s License information? – If yes, please attach a completed Addendum to Account Validation and Certification Form – Unmasked Data Request	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Will you use the product, in whole or in part, for any consumer-initiated application in order to determine an individual’s eligibility for employment, credit, housing or insurance for personal, family, household or government benefit-related purposes?	<input type="checkbox"/> No	<input type="checkbox"/> Yes

Please provide the name and phone number of the person you would like us to contact to schedule the required on-site inspection(s).

Name: _____ Telephone Number: _____

	PERMISSIBLE USE SELECTIONS	
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Permissible Use under Gramm Leach Bliley Act

Your use of certain consumer data within the product is limited by the U.S. Gramm-Leach-Bliley Act (15 U.S.C. 6801 et. seq.). In order to access this data you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the “no permissible use” option

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

Permissible Use under Drivers Privacy Protection Act

Your use of certain drivers record and vehicle data is limited by the U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.). In order to access this data you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the “no permissible use” option.

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

	CERTIFICATIONS	
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By signing below you certify that:

- **YOU UNDERSTAND THAT WEST IS NOT A CONSUMER REPORTING AGENCY AND THIS SERVICE DOES NOT CONSTITUTE A “CONSUMER REPORT” AS SUCH TERM IS DEFINED IN THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C.A. SEC 1681 ET SEQ. YOU ARE STRICTLY PROHIBITED FROM USING ANY DATA, IN WHOLE OR IN PART, AS A FACTOR IN ESTABLISHING A CONSUMER’S ELIGIBILITY FOR CREDIT, INSURANCE, EMPLOYMENT, OR FOR ANY OTHER PURPOSE AUTHORIZED UNDER THE FCRA OR AS THE BASIS FOR TAKING ADVERSE ACTION REGARDING ANY CONSUMER APPLICATION.**
- End users will access and use the data, including personally identifiable information, in accordance with all applicable laws, rules, and regulations. No individual shall access records that require a permissible use unless such a permissible use exists. It is your responsibility to seek guidance and clarification in case of any questions about the proper use of a product. **YOU ARE RESPONSIBLE FOR ANY UNAUTHORIZED COLLECTION, ACCESS, USE, AND DISCLOSURE OF ANY DATA ACCESSED THROUGH OUR PRODUCTS.**
- You agree to immediately notify West of any actual or suspected breach or access to data that may result in the unauthorized collection, use or disclosure of any data. You agree to make all reasonable efforts to assist us and our data providers in relation to any investigation, claim, litigation, or other action related to your access, use or disclosure of data.
- You will maintain a comprehensive information security program, including systems, facilities, and procedures to safeguard the data, and that you have experience in maintaining the confidentiality, security, and appropriate use of such information (pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986).
- You and your end users are not and will not be involved in credit fraud, identification theft, stalking, harassment, any unethical business practices or illegal activity nor will you further such activities by your customers.
- All information you provided in this AVC Form and all Addendums is true and correct and, if applicable, applies to all locations set forth in the Multiple Location Addendum. You understand that you will be required periodically to re-certify information provided in this AVC form.
- Your signature below as “Authorized Representative” certifies that you are the authorized signatory for this account

AUTHORIZED REPRESENTATIVE:

Print Name: _____
Title: _____
Date: _____
Signature: _____

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

All information is subject to verification and approval by West.



Subscriber Information	_____
Primary Account Number	_____
Full Legal Name/Entity	_____

	Location Information	
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Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____	Name: _____ Phone: _____
		City: _____ State: _____ Zip: _____	E-Mail: _____

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____	Name: _____ Phone: _____
		City: _____ State: _____ Zip: _____	E-Mail: _____

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____	Name: _____ Phone: _____
		City: _____ State: _____ Zip: _____	E-Mail: _____

Please list additional locations on page 2.

	Certifications	
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By completing and submitting this form you are requesting access to Thomson Reuters public records data for your authorized users at the above listed location(s). You understand and agree that each location where your authorized users are located is subject to satisfactory completion of an onsite inspection. By signing below you certify that: (1) all users under your account will limit use of the data for your legitimate business purposes only and as indicated on your account validation and certification (AVC) form, (2) you will maintain a comprehensive information security program, including systems, facilities, and procedures in each location to safeguard the Thomson Reuters data, (3) you have experience in maintaining the confidentiality, security, and appropriate use of such information, (4) all data use will be in strict accordance with your subscription agreement, and (5) you will timely update this form if you need to add additional locations. This Addendum is incorporated by reference into your AVC form.

AUTHORIZED REPRESENTATIVE:

Print Name: _____

Title: _____

Date: _____

Signature: _____

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

All information is subject to verification and approval by West/Thomson _____ Reuters.

Additional Account Information

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Addendum to Account Validation and Certification Form – Unmasked Data Request

Subscriber Information

Account Number: _____

Full Legal Name/Entity: _____

West/Thomson Reuters seeks to balance overall individual privacy needs and concerns with the legitimate business information needs of specific entities as allowed by U.S. Gramm Leach Bliley Act (15 U.S.C. § 6821 et seq.) (U.S. GLB), U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) (U.S. DPPA) U.S. Bipartisan Budget Act of 2013 (42 U.S.C. §1306 et seq.), and other applicable laws. As a general rule, sensitive data in our products is truncated. In order to help ensure that access to unmasked sensitive data is warranted, we limit access to qualified accounts only.

DATA USE INFORMATION

Describe your type of business: _____

Describe why you need access to sensitive unmasked data: _____

CLEAR SUBSCRIBERS: All Users will be granted access to the same type of sensitive personal information:

ADD to all Users on the main account listed above (including all account locations)

REMOVE from all Users on the account listed above

WESTLAW SUBSCRIBERS: Please list the individual users whose access to sensitive personal information should be modified and indicate if the access is to be added or removed (use additional pages if necessary).

Last Name	First Name	ADD/REMOVE

CERTIFICATIONS

In relation to access requests, by signing below you certify that: (1) unmasked sensitive data is needed, (2) all users under your account will limit use of the data to legitimate business connected with the qualified account indicated above, (3) you will maintain a comprehensive information security program, including systems, facilities, and procedures in place to safeguard the unmasked sensitive data, (4) you have experience in maintaining the confidentiality, security, and appropriate use of such information, (5) all data use will be in strict accordance with your subscription agreement.

West reserves the right to deny or discontinue access to unmasked personal information with or without notice and in its sole discretion. This Addendum is incorporated by reference into your AVC form. By signing below you certifies that you are the authorized to request the changes requested above and are an authorized signatory on this account.

AUTHORIZED REPRESENTATIVE:

Print Name: _____

Title: _____

Date: _____

Signature: _____

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

All information is subject to verification and approval by West.



Plan 2 Westlaw Government Service

Available only to government personnel accessing Westlaw for government purposes.

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

1. Subscription Charge. \$125 per month per agency

2. West Reporter Images

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

3. Rise of American Law

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

4. Per Minute Charges

- A. Home, Content and Topical Pages** \$3.50 per minute
- B. Viewing a Search Result List** \$7.00 per minute
- C. Per Minute Charges for Viewing Full Text Documents**

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

5. Transactional Charges

- A. Search Charges** \$42.00 per search
 Each search query will incur a search charge.

B. Document Display Charges.

Range from \$13.00 to \$151.00 per document

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

C. Online Citation Checking Charges

KeyCite \$13.00 per citation
 Inline KeyCite 5.00 per document

D. Docket Charges

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

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

* See Pricing Guide for additional details.

E. Public Records Charges

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

PeopleMap	
PeopleMap Searches	\$55.00 per search
People/Company Records Mini Searches	13.00 per search
Alerts	2.00 per transaction
Reports	55.00 per report
Document Displays	13.00 per document
Public Records Searches	13.00 per search
Document Displays	13.00 per document
Real Property Reports	
Comprehensive Reports	87.00 per report
Individual Reports	55.00 per report
Deed Images and Parcel Map Images	25.00 per image
Delaware Corporate Records Searches	55.00 per search
Document Displays	11.00 per document
Company Investigator Searches	55.00 per search
Basic Reports	48.00 per report
Premier Reports	87.00 per report

F. Dun & Bradstreet Reports

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

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

G. Drafting Assistant

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

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

H. Westlaw Edge

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

Litigation Analytics	13.00 per report
Statutes Compare	13.00 per document

6. Foldering

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

7. Offline Transmission Charges

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

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

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

8. PDF Charges

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

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

9. Westlaw Doc & Form Builder

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

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

Alert charges incur on the run of the alert.

STATE OF MICHIGAN

Master Agreement No. 200000000622
Statewide Legal Research Databases

SCHEDULE E Insurance Requirements

1. Required Coverage.

- A. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (i) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (ii) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (iii) be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04 or equivalent.
Umbrella or Excess Liability Insurance	
<u>Minimum Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
Workers' Compensation Insurance	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Privacy and Security Liability (Cyber Liability) Insurance	

<p><u>Minimum Limits:</u></p> <p>\$1,000,000 Each Occurrence</p> <p>\$1,000,000 Annual Aggregate</p>	
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- B. If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.
- C. If any of the required policies provide claims-made coverage, the Contractor must: (i) provide coverage with a retroactive date before the effective date of the contract or the beginning of contract work; (ii) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the contract of work; and (iii) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.
- D. Contractor must: (i) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (ii) require that subcontractors maintain the required insurances contained in this **Section 1.A**; (iii) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (iv) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

2. Non-waiver. This **Schedule E** is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).