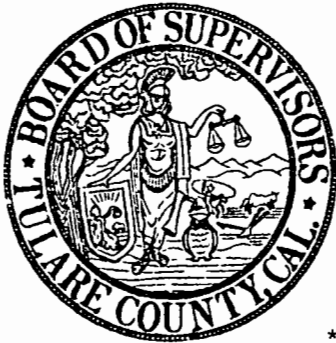


**BEFORE THE BOARD OF SUPERVISORS  
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVE )  
AGREEMENTS WITH THOMSON REUTERS ) Resolution No. 2018-0604  
 ) Agreement No. 28748 and 28749  
 )

UPON MOTION OF SUPERVISOR SHUKLIAN, SECONDED BY SUPERVISOR ENNIS, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD JULY 17, 2018, BY THE FOLLOWING VOTE:

AYES: SUPERVISORS CROCKER, VANDER POEL, SHUKLIAN, WORTHLEY,  
AND ENNIS  
NOES: NONE  
ABSTAIN: NONE  
ABSENT: NONE



ATTEST: MICHAEL C. SPATA  
COUNTY ADMINISTRATIVE OFFICER/  
CLERK, BOARD OF SUPERVISORS

BY: Mary Ronello  
Deputy Clerk

\*\*\*\*\*

1. Approved an agreement with Thomson Reuters for a subscription to West Proflex online legal research software, effective July 31, 2018 through July 31, 2023, in an amount not to exceed \$147,442. This agreement will ensure contract rates remain at a reduced quoted price, expands online access and to retain a three- month bridge period to transition from the current agreement.
2. Approved an agreement with Thomson Reuters for a subscription to West Complete Library subscription of legal research services, effective July 31, 2018 through July 31, 2023, in an amount not to exceed \$33,909. This agreement is to ensure contract rates remain at a reduced quoted price and reduced year over year percentage increase.
3. Authorized the Chairman of the Board to sign two (2) copies of each agreement.

Public Defender

HAR  
07/17/2018



**Public Defender  
COUNTY OF TULARE  
AGENDA ITEM**

**BOARD OF SUPERVISORS**

KUYLER CROCKER  
District One

PETE VANDER POEL  
District Two

AMY SHUKLIAN  
District Three

J. STEVEN WORTHLEY  
District Four

MIKE ENNIS  
District Five

**AGENDA DATE:** July 17, 2018

Public Hearing Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Published Notice Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Advertised Published Notice	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
County Counsel Sign-Off	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Meet & Confer Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Personnel Resolution attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>

CONTACT PERSON: Lisa Bertolino    PHONE: 559-636-4500

**SUBJECT:** Approve agreements with Thomson Reuters

**REQUEST(S):**

That the Board of Supervisors:

1. Approve an agreement with Thomson Reuters for a subscription to West Proflex online legal research software, effective July 31, 2018 through July 31, 2023, in an amount not to exceed \$147,442. This agreement will ensure contract rates remain at a reduced quoted price, expands online access and to retain a three- month bridge period to transition from the current agreement.
2. Approve an agreement with Thomson Reuters for a subscription to West Complete Library subscription of legal research services, effective July 31, 2018 through July 31, 2023, in an amount not to exceed \$33,909. This agreement is to ensure contract rates remain at a reduced quoted price and reduced year over year percentage increase.
3. Authorize the Chairman of the Board to sign two (2) copies of each agreement.

**SUMMARY:**

The Public Defender's Office is requesting approval of two agreements with

**SUBJECT:** Approve an agreement with Thomson Reuters  
**DATE:** July 17, 2018

Thomson Reuters; one for a subscription to West Proflex online legal research software (West Proflex) and one for West Complete Library (West Library), for print publications. West Proflex services offer expanded complete access to a comprehensive collection of online legal information, with a search engine designed specifically for the law. Resources include, but are not limited to, cases, statutes and regulations, secondary sources, practice areas, briefs, trial court documents, public records, and expert materials. Access to West Proflex will allow Public Defender to perform online legal research quickly and efficiently in order to effectively provide services to the public.

The West Library agreement allows the Public Defender's Office access to a comprehensive collection of legal information in the form of print publications. These additional resources include, but are not limited to, cases, statutes and regulations and practice areas. Access to print publications will allow the Public Defender an alternative avenue and additional resources for performing legal research to enhance legal services provided to the public.

The agreements for West Proflex and West Library each include the following substantive deviations from the standard County boilerplate: 1) the terms of the agreements are multiple years; 2) the agreements do not require signatures from Thomson Reuters; 3) the agreements include automatic renewal clauses.

Cancellation for non-availability of funds for West Proflex requires 30 days written notice. This deviates from West complete library agreement which requires 30 days written notice after an initial 12 months.

Approving this agreement prior to the current ending agreement, the Office is able to secure significantly reduced rates for an extended contract period along with West Proflex agreed three-month bridge period to assist in the transition from the current agreement.

**FISCAL IMPACT/FINANCING:**

There will be no net county cost increase as the agreement service costs will be paid by the Public Defender's operating budget.

The fiscal year contracts obligation total of \$34,736, of the amount \$28,349 for West Proflex and \$6,387 for West Complete Library, will be included in Fiscal Year 2018/2019 budget. With nominal increases

**SUBJECT:** Approve an agreement with Thomson Reuters  
**DATE:** July 17, 2018

between one and three percent to the pricing commencing Fiscal Year 2018/2019, the total obligation for Fiscal Years 2019/2020 through 2022/2023 is \$111,879.47. A breakdown of each agreement is noted below.

- (1) Agreement for West Proflex will be effective July 31, 2018 through July 2023, in an amount not to exceed \$147,441.96. This amount will be paid by fiscal year in the following details:
  - July 31, 2018 to June 30, 2019 in the amount of \$28,348.77;
  - July 1, 2019 to June 30, 2020 in the amount of \$29,330.40;
  - July 1, 2020 to June 30, 2021 in the amount of \$29,623.70;
  - July 1, 2021 to June 30, 2022 in the amount of \$29,919.94; and
  - July 1, 2022 to June 30, 2023 in the amount of \$30,219.14.
- (2) Agreement for West Complete Library-Subscription of legal services, effective July 31, 2018 through July 2023, in an amount not to exceed \$33,908.81. This amount will be paid by fiscal year in the following details:
  - July 31, 2018 to June 30, 2019 in the amount of \$6,386.88;
  - July 1, 2019 to June 30, 2020 in the amount of \$6,578.49;
  - July 1, 2020 to June 30, 2021 in the amount of \$6,775.84;
  - July 1, 2021 to June 30, 2022 in the amount of \$6,979.12; and
  - July 1, 2022 to June 30, 2023 in the amount of \$7,188.49.

The subsequent years will all be budgeted through the normal budget process and it is also expected to bring substantial savings of \$21,148.73 for the duration of the contract since the new contract is at an extended term of five years at reduced year over year percentage increases.

**SUBJECT:** Approve an agreement with Thomson Reuters  
**DATE:** July 17, 2018

**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

The County's five-year strategic plan includes organizational performance initiative to continually improve organizational effectiveness and fiscal stability. The approval of this contract would help fulfill this initiative by ensuring all pertinent legal resources on areas of law are available to the Public Defender Office to meet the needs of its clients.

**ADMINISTRATIVE SIGN-OFF:**

  
\_\_\_\_\_  
Lisa Bertolino  
Public Defender

cc: Auditor Controller  
County Administrative Office (2)  
County Counsel

Attachment(s) Agreements



THOMSON REUTERS

# Order Form

# Order ID: Q-00251736

Contact your representative [jessica.greathouse@tr.com](mailto:jessica.greathouse@tr.com) with any questions. Thank you.

### Account Address

Account #: 1000627027  
TULARE COUNTY PUBLIC DEFENDER  
COURTHOUSE G35  
221 S MOONEY BLVD  
VISALIA  
CA, 93291-4543  
US

### Shipping Address

Account #: 1000627027  
TULARE COUNTY PUBLIC DEFENDER  
COURTHOUSE G35  
221 S MOONEY BLVD  
VISALIA  
CA, 93291-4543  
US

### Billing Address

Account #: 1000627027  
TULARE COUNTY PUBLIC DEFENDER  
COURTHOUSE G35  
221 S MOONEY BLVD  
VISALIA  
CA, 93291-4543  
US

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

### ProFlex Products See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$2,420.00	60	1%

### ProFlex Bridge

Service Material	Product	Bridge Monthly Charges	Bridge Term (Months)
40757482	WEST PROFLEX	\$2,189.59	3

### Bridge Terms

Bridge 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. The Bridge Monthly Charges will continue for the the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

### Minimum Terms

**Online/ Practice Solution/Software/ProFlex 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 the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are 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.

**For Window Products:** Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

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

### Post Minimum Terms

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

**Automatic Renewal Term for Window Products.** Your subscription will change to a month-to-month status at the end of the Minimum Term and your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. The Monthly Window will remain unchanged. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. In addition to the Monthly Charges, you are responsible for transactional usage charges in excess of the Monthly Window. Transaction charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

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

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

#### Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Additional Order Form Terms and Conditions

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

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

**Acknowledgement: Order ID: Q-00251736**

\_\_\_\_\_  
Signature of Authorized Representative for order

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

© 2018 West, a Thomson Reuters business. All rights reserved.

This Order Form will expire and will not be accepted after 8/7/2018.

APPROVED AS TO FORM:  
COUNTY COUNSEL  
BY Bill Miller 7/3/18  
DEPUTY (2018988)





THOMSON REUTERS™

# Attachment

# Order ID: Q-00251736

Contact your representative [duke.kang@thomsonreuters.com](mailto:duke.kang@thomsonreuters.com) with any questions. Thank you.

Order ID: Q-00251736

### Payment, Shipping, and Contact Information

**Payment Method:**

Payment Method: Bill to Account  
Account Number: 1000627027

**Order Confirmation Contact (#28)**

Contact Name: Sharlene Flores  
Email: [smflores@co.tulare.ca.us](mailto:smflores@co.tulare.ca.us)

**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1000627027	TULARE COUNTY PUBLIC DEFENDER	221 S MOONEY BLVD VISALIA CA, 93291-4543	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
46	Attorneys	41935298	Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PRO™)
46	Attorneys	42010202	Gvt - Form Builder For Government (Westlaw PRO™)
46	Attorneys	42077751	Gvt National Primary Core
46	Attorneys	42077755	Gvt Analytical Plus for Government

Contact	Email Address	Contact Description
SHARLEEN FLORES	<a href="mailto:smflores@co.tulare.ca.us">smflores@co.tulare.ca.us</a>	EML PSWD CONTACT

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
40988637	Government Select Level 1 States (WestlawNext™)



### Thomson Reuters Legal Products and Professional Services

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

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

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

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

(c) You may quote and excerpt from our information products in your work with the appropriate cite and credit to the source. Except as provided in paragraph 1 (d), you may store data from our information products in a secure internal system in the regular course of your business. You may display our information product data internally. 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. Copyright notices must be retained on the transmitted or printed items. The Copyright Act (17 U.S.C.A. 107) fair use provision may allow additional uses.

(d) You may not sell, sublicense, distribute, display, store or transfer our products or any data in our products in bulk or in any way that could be used to replace or substitute for our products in whole or in part or as a component of any material offered for sale, license or distribution to third parties. You may not use any means to discern the source code of our products.

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

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

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

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

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

**2. Third Party Providers.** Our products may include data and/or software from third parties. Some third party providers require us to pass additional terms through to you. The third party providers change their additional terms occasionally and new third party providers are added from time to time. You agree to comply with all applicable third party additional terms. To see the current third party additional terms for Westlaw and CLEAR information products go to <http://legalsolutions.com/westlaw-additional-terms> and <http://legalsolutions.com/clear-additional-terms>.

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

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

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

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

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

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

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

**8. Warranties and Disclaimer of Warranties. OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. WE WARRANT OUR SOFTWARE PRODUCTS WILL CONFORM TO OUR DOCUMENTATION. WE WARRANT THAT WE PROVIDE PROFESSIONAL SERVICES USING COMMERCIALY REASONABLE CARE AND SKILL. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF OUR PRODUCTS OR THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES FROM US AND REPLACE ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## Product Specific Terms

- **Campus Research.** Access to Campus Research is strictly limited to current faculty, administration, staff and students. Incidental access by public walk-in users at your physical location is permissible. Campus Research is not available to law schools, offices of the general counsel of any college or university or any other similarly situated academic entities. Campus Research use is limited to educational, research and non-commercial purposes. You will exercise reasonable, good faith efforts to enforce these restrictions. You are required to provide your security certificate before remote access will be enabled. You are responsible for your security design, configuration and implementation to limit access to the Campus Research URL.
- **CD-ROM Libraries.** Your license to use our CD-ROM, DVD, USB and similar media (collectively "CD-ROM") libraries is restricted to a single office location. Each library license includes a proprietary control file which you may install on a single local area network (LAN). Employees working at or assigned to the licensed site may access the CD-ROM libraries by remote connection to the LAN installed at the licensed site. Access to CD-ROM libraries through wide area networks, multiple LANs, multiple sites or similar arrangements is prohibited.

You may transfer the CD-ROM library data to a single storage drive under your exclusive control and maintain the data as a database searchable with West software. West software is subscribed to and licensed separately from the CD-ROM libraries. By using the software you agree to be bound by the software license agreement that accompanies the software.

We may terminate a CD-ROM library subscription on 30 days prior written notice if the library is no longer commercially available. Upon termination by either party, you shall immediately destroy the terminated CD-ROM libraries and destroy CD-ROM library data maintained on a permanent storage drive.
- **Contract Express (hosted and non-hosted).** Upgrades (e.g., releases or versions that include new features or additional functionality) will be included during your subscription term. However, we will provide technical support for only the most current upgrade and the immediately preceding upgrade.

Contract Express may include agreement samples and other general information. These are provided for informational purposes only and may not be suitable to your circumstances.

We may collect certain data (including copies of your documents and metadata) and other information you provide as a result of your use of Contract Express that is hosted by us. As between you and us, you exclusively own all rights, title and interest in your data. We may share this information with our service providers and suppliers to the extent needed to deliver or provide information on products or services or otherwise support your business needs relating to Contract Express. Our third party service providers and suppliers are required to keep such information confidential.

When you access Contract Express, you may click on links to third-party web sites that are beyond our control. We do not endorse the content found on third-party web sites. You assume sole responsibility for your use of third-party links and materials. Additional product specific terms relating to the hosted version of Contract Express are in the Hosted Practice Solutions section below.
- **Hosted Practice Solutions.** We will not disclose your content except in support of the use of the hosted products or unless required by law. We will provide notice to you of any unauthorized third party access to your content of which we become aware in accordance with applicable law and will use reasonable efforts to remediate identified security vulnerabilities. The service level agreement for hosted practice solutions is located at <http://static.legalsolutions.thomsonreuters.com/static/service-level-agreement.pdf>. If the agreement expires or is terminated, we will provide access to the hosted product for 180 days so that you may remove your content. The terms and conditions of the agreement remain in effect through this 180-day post-agreement period. For Case Notebook-Hosted, you will be charged for storage space during the 180-day data post-agreement period. Your content will be retained in all other hosted products for 180 days at no additional charge.
- **ProView eBook License Terms** The license allows you to download the ProView eBooks to your mobile devices and access the eBook content online. We may terminate your license including notes and annotations if we lose the right to offer the eBook content, discontinue the ProView software, or are otherwise unable to offer eBook content. We may provide the content to you in another media format if commercially reasonable. We may update your eBook version if necessary to maintain access to the content. If you reassign an eBook to a different user we will provide the then-current version of the eBook. Notes and annotations made by the previous user will not transfer to the new user. You are responsible for assigning the registration keys and maintaining registration key security. Sharing of registration keys is STRICTLY PROHIBITED.
- **Time & Billing Services.** You give us permission to share your time & billing information and content with our business partners to the extent necessary to provide the time & billing services to you. You will remove all of your time & billing content prior to termination of this Order Form. We may collect and disclose aggregated practice management, financial management, and time tracking data, as long as the data is not identifiable to any individual customer or user.
- **Westlaw Doc & Form Builder.** We will maintain your Westlaw Doc & Form Builder data for 180 days after your subscription ends.
- **Westlaw Paralegal.** Westlaw Paralegal access is strictly limited to current paralegal or legal assistant program faculty, administration, staff and students for educational purposes only.
- **Westlaw Patron Access.** Patron Access is only available to state, county or municipal government law libraries and libraries that are open to the public. You may provide wireless access on your own internal network to the number of concurrent users listed in your ordering document, if any. Access is limited to your library's physical premises, including wireless access. Remote access outside the physical confines of your library in any manner whatsoever is strictly prohibited.
- **West LegalEdcenter.** You may download text-based content on any computer for your personal, noncommercial use. You may not share the content with your clients or other third parties. Group viewing of multi-media content is allowed for you and other West LegalEdcenter subscribers. Persons without a West LegalEdcenter subscription are prohibited from attending the group viewing.

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When you register for West LegalEdcenter services or order products via our site, we may ask you to provide certain information, for example, your name, address, phone number, email address, payment card information, and/or certain other information relating to your use of West LegalEdcenter (collectively "Personal Information"). We keep this Personal Information in a contact database for future reference, as needed. We may use certain information you provide to offer you products and services that we believe may be of interest to you. If you don't wish to receive such offers, you may opt out (unsubscribe) within the communications you receive from us.

Notwithstanding anything to the contrary in our privacy policy or other corporate policies, we may also be contractually or otherwise obligated to distribute Personal Information (with the exception of payment card information), viewing history, accreditation requests, and/or statistics gathered during your use of West LegalEdcenter to certain third parties, such as West LegalEdcenter third party contributors or a state accreditation agency. This could also include anonymized information that does not include Personal Information, such as users' interests and preferences, products sold, traffic patterns, and related West LegalEdcenter information.

The third party contributors' use of this information may include offering you products and services the contributor believes you may be interested in. If you desire to opt-out of (unsubscribe to) further communications with the contributor, it is up to you to contact the contributor directly to do so. When providing information to state accreditation agencies on your behalf, WE ARE NOT RESPONSIBLE FOR THE ACCURACY OF JURISDICTION-SPECIFIC CONTINUING LEGAL EDUCATION REQUIREMENTS STATED IN WEST 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 ordering document must reside on a dedicated server under your control and maintained by you at your expense. The server must be accessible to all of your authorized West km users.

- **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 Schedule A rates. Schedule A rates may change upon at least 30 days written or online notice.



THOMSON REUTERS

# Order Form

# Order ID: Q-00241904

Contact your representative [mike.busch@thomsonreuters.com](mailto:mike.busch@thomsonreuters.com) with any questions. Thank you.

### Account Address

Account #: 1000627027  
TULARE COUNTY PUBLIC DEFENDER  
COURTHOUSE G35  
221 S MOONEY BLVD  
VISALIA  
CA, 93291-4543  
US

### Shipping Address

Account #: 1000627027  
TULARE COUNTY PUBLIC DEFENDER  
COURTHOUSE G35  
221 S MOONEY BLVD  
VISALIA  
CA, 93291-4543  
US

### Billing Address

Account #: 1000627027  
TULARE COUNTY PUBLIC DEFENDER  
COURTHOUSE G35  
221 S MOONEY BLVD  
VISALIA  
CA, 93291-4543  
US

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

### West Complete Products See Attachment for details

Service Material	Product	Quantity	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40666420	West Complete Library Sub	1	\$532.24	60	3%

### West Complete Term

During your West Complete subscription term, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages. If your West Complete subscription includes ProView eBook titles, you will receive subscription services For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription terms.

During your subscription term, for Print products, you will receive subscription services consisting of automatic shipments of updates and supplements to the print products, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages. The license for Proview eBooks includes updates to the most current version of each edition of the eBooks which are available during your subscription terms.

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

### Minimum Terms

**For Print Program Products:** Monthly Charges begin on the date West Publishing Corporation ("West", "we", or "our") processes Subscriber's ("you" or "I") order and will be prorated for the number of days remaining, if any. Your Monthly Charges will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above

### Post Minimum Terms

**Initial for Automatic Renewal Term.** I request West to continue subscription services for the products designated above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

### Miscellaneous

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

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

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

**Returns and Refunds.** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see

<http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

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

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

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

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

**Additional Order Form Terms and Conditions**

**Government Non Availability of Funds for Print Program/West Complete/Assured Print Pricing Products**

After the initial 12 months, you may cancel with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document (e.g., executive order, an officially printed budget, or other official communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

**Acknowledgement: Order ID: Q-00241904**

<b>Signature of Authorized Representative for order</b>	<b>Title</b>
<b>Printed Name</b>	<b>Date</b>

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This Order Form will expire and will not be accepted after 7/30/2018.

APPROVED AS TO FORM:  
COUNTY COUNSEL  
BY [Signature] 7/3/18  
DEPUTY (2018988)



THOMSON REUTERS™

## Attachment

## Order ID: Q-00241904

Contact your representative [mike.busch@thomsonreuters.com](mailto:mike.busch@thomsonreuters.com) with any questions. Thank you.

Order ID: Q-00241904

### Payment, Shipping, and Contact Information

**Payment Method:**

Payment Method: Bill to Account  
Account Number: 1000627027

**Order Confirmation Contact (#28)**

Contact Name: Sharleen Flores  
Email: [smflores@co.tulare.ca.us](mailto:smflores@co.tulare.ca.us)

**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

### West Complete Products

\*If subscription type is "new", the Ship To Address will be the same shipping address as on the Order Form

Sub Material#	Group	Product	Qty	Subscription Type	Shipment Type required for Product indicated as new
11661582	Bundle A	California Jury Instructions—Criminal (CALCRIM & CALJIC)	2	Exist	Subscription Only
11661582	Bundle A	California Jury Instructions—Criminal (CALCRIM & CALJIC)	1	Exist	Subscription Only
13513617	Bundle A	Eyewitness Identification, 2018 ed.	1	Exist	Subscription Only
13514773	Bundle A	Immigration Law and Crimes, Winter 2017 ed.	1	Exist	Subscription Only
13516369	Bundle A	Prosecutorial Misconduct, 2d, 2017-2018 ed.	1	Exist	Subscription Only
13516369	Bundle A	Prosecutorial Misconduct, 2d, 2017-2018 ed.	1	Exist	Subscription Only
13517888	Bundle A	Warrantless Search Law Deskbook, 2017-2018 ed.	1	Exist	Subscription Only
13830934	Bundle A	California Criminal Law, 4th (Witkin Library)	2	Exist	Subscription Only
13830993	Bundle A	California Evidence, 5th (Witkin Library)	2	Exist	Subscription Only
14535227	Bundle A	Blumberg California Family Code Annotated, 2018 ed. (California Desktop Codes)	3	Exist	Subscription Only
15190185	Bundle A	Simons California Evidence Manual, 2018 ed. (The Expert Series)	2	Exist	Subscription Only
15190185	Bundle A	Simons California Evidence Manual, 2018 ed. (The Expert Series)	1	Exist	Subscription Only
15347947	Bundle A	California Rules of Court - State and Federal District Courts, 2018 ed. (Vols. I & II, California Court Rules)	1	Exist	Subscription Only
15347947	Bundle A	California Rules of Court - State and Federal District Courts, 2018 ed. (Vols. I & II, California Court Rules)	2	Exist	Subscription Only
16282733	Bundle A	California Probate Code, 2018 ed. (California Desktop Codes)	1	Exist	Subscription Only



16282733	Bundle A	California Probate Code, 2018 ed. (California Desktop Codes)	1	Exist	Subscription Only
16282733	Bundle A	California Probate Code, 2018 ed. (California Desktop Codes)	1	Exist	Subscription Only
22041696	Bundle A	California Juvenile Laws and Rules, 2018 ed. (California Desktop Codes)	4	Exist	Subscription Only
22041696	Bundle A	California Juvenile Laws and Rules, 2018 ed. (California Desktop Codes)	2	Exist	Subscription Only
22041696	Bundle A	California Juvenile Laws and Rules, 2018 ed. (California Desktop Codes)	1	Exist	Subscription Only
22041696	Bundle A	California Juvenile Laws and Rules, 2018 ed. (California Desktop Codes)	2	Exist	Subscription Only
22041696	Bundle A	California Juvenile Laws and Rules, 2018 ed. (California Desktop Codes)	1	Exist	Subscription Only
40345744	Bundle A	California Penal and Evidence Codes, 2018 ed. (California Desktop Codes)	65	Exist	Subscription Only
40452498	Bundle A	California Jury Instructions—Criminal (CALCRIM)	2	Exist	Subscription Only
40452498	Bundle A	California Jury Instructions—Criminal (CALCRIM)	1	Exist	Subscription Only
40666420	Bundle A	West Complete Library Subscription	1	Exist	Subscription Only
41321802	Bundle A	Sentencing California Crimes (The Rutter Group Criminal Practice Series)	1	Exist	Subscription Only
<b>Contact</b>		<b>Email Address</b>		<b>Contact Description</b>	
<b>From IP Address</b>	<b>To IP Address</b>	<b>From IP Address</b>	<b>To IP Address</b>	<b>From IP Address</b>	<b>To IP Address</b>



### Thomson Reuters Legal Products and Professional Services

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

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

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

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

(c) You may quote and excerpt from our information products in your work with the appropriate cite and credit to the source. Except as provided in paragraph 1 (d), you may store data from our information products in a secure internal system in the regular course of your business. You may display our information product data internally. 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. Copyright notices must be retained on the transmitted or printed items. The Copyright Act (17 U.S.C.A. 107) fair use provision may allow additional uses.

(d) You may not sell, sublicense, distribute, display, store or transfer our products or any data in our products in bulk or in any way that could be used to replace or substitute for our products in whole or in part or as a component of any material offered for sale, license or distribution to third parties. You may not use any means to discern the source code of our products.

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

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

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

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

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

**2. Third Party Providers.** Our products may include data and/or software from third parties. Some third party providers require us to pass additional terms through to you. The third party providers change their additional terms occasionally and new third party providers are added from time to time. You agree to comply with all applicable third party additional terms. To see the current third party additional terms for Westlaw and CLEAR information products go to <http://legalsolutions.com/westlaw-additional-terms> and <http://legalsolutions.com/clear-additional-terms>.

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

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

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

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

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

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

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

**8. Warranties and Disclaimer of Warranties. OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. WE WARRANT OUR SOFTWARE PRODUCTS WILL CONFORM TO OUR DOCUMENTATION. WE WARRANT THAT WE PROVIDE PROFESSIONAL SERVICES USING COMMERCIALY REASONABLE CARE AND SKILL. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF OUR PRODUCTS OR THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES FROM US AND REPLACE ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## Product Specific Terms

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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.
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