

**STATE OF SOUTH CAROLINA  
MASTER SERVICE AGREEMENT  
WEST PUBLISHING CORPORATION**

This non-exclusive Master Service Agreement, including all schedules hereto of even date herein (the "Agreement"), entered into by and between the State Fiscal Accountability Authority (the "State") on behalf of participating South Carolina Public Procurement Units, as defined in SC Code of Laws §11-35-4610, and Thomson Reuters, doing business as West Publishing Corporation (the "Contractor"), for, and in consideration of, the mutual promises, covenants, and agreements as hereinafter set forth:

**1. General Scope.**

This Agreement is for Contractor's in-scope products and services. In-scope products include published books of, or directly related to, state and/or federal law, or "Print Materials." In-scope services include subscriptions to copyrighted databases, CD-ROM documents, and other related materials for the purpose of improving legal knowledge made available by information technology that can only be obtained from the Contractor.

- 2. Whole Agreement.** This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject contained herein; supersedes all prior agreements, proposals, and understandings whether written or oral, and may only be modified by an amendment executed in writing by both parties. The terms and conditions of this document shall prevail notwithstanding any variance in the terms and conditions of any of the schedules attached and incorporated by reference herein, or subsequently executed by an individual PPU, including purchase order or other document submitted by Public Procurement Units hereunder to Contractor.

**3. Order of Precedence.**

If there is a conflict between documents, the order of precedence is: (1) this Agreement, excluding all schedules; (2) the Thomson Reuters General Terms and Conditions attached as Schedule A; (3) the Westlaw Product-Specific Terms attached as Schedule B; and (4) the West Price Schedule - Master Price Agreement attached as Schedule C. 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 C), 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 AGREEMENT OR IS BINDING ON YOU FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY YOU, 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 - Thomson Reuters General Terms and Conditions
- Schedule B - Westlaw Product-Specific Terms
- Schedule C - West Price Schedule - Master Price Agreement
- Schedule D - Sample West Order Forms

#### **4. Term.**

The initial term of this Agreement shall become effective April 6, 2022 and shall continue through April 5, 2027.

#### **5. Subscriptions.**

##### **5.1. Eligibility.**

South Carolina Public Procurement Units (or “PPUs”), as defined in South Carolina Code of Laws §11-35-4610, are eligible to enter “Subscriber Agreements” under the terms of this Agreement to purchase in-scope subscriptions.

##### **5.2. Participation.**

Public Procurement Units except for not-for-profit entity as defined in S.C. Code Ann. § 11-35-4610 (5) (d) may enter Subscriber Agreement to purchase to an in-scope subscription under this Agreement by submitting to Contractor the applicable order form. Upon Contractor’s acceptance of an order form, a participating Public Procurement Unit will be a Subscriber. Unless otherwise stated in the order form, subscription service will begin: (1) the first day of the first month following receipt of the fully executed order form for new subscription services; (2) as soon as commercially practicable from the receipt of the applicable order form for ongoing subscription services. In general, to implement Subscriber, Contractor must receive the fully executed order form no later than five business days prior to the end of the month preceding the start of subscription service.

##### **5.3. Survivability.**

Unless otherwise specified, at the time of termination, expiration, or non-renewal of this Agreement, any existing multi-year Subscriber Agreement between Contractor and a participating Public Procurement Unit will remain in effect and continue to exist under the terms and conditions of this Agreement until the Subscriber Agreement expires as set forth in that order form.

##### **5.4. Cancellation.**

Except for Print Materials, Contractor agrees that any Public Procurement Unit participating in this Agreement may cancel its participation under the Agreement by providing Contractor with notice not less than thirty days prior to the date of cancellation. Should such Public Procurement Unit later wish to reinstate its original subscription; it may do so under the same terms and conditions, at then-current Schedule C pricing.

##### **5.5. Non-Appropriation.**

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, a Public Procurement Unit's Subscriber Agreement shall be cancelled.

## **6. Print Materials.**

**6.1.** Delivery of Print Materials will be made at the location specified in the Purchase Order. Contractor must deliver all Print Materials specified by a participating Public Procurement Unit in an order form F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule C. All containers and packaging become the State's exclusive property upon acceptance.

**6.2.** For Print Materials, until delivery, title and risk of loss or damage to deliverables remains with the Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The participating Public Procurement Unit will record and report to Contractor any evidence of visible damage. If the Public Procurement Unit rejects the deliverables, Contractor must remove them from the premises within ten 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 calendar days will be deemed abandoned by Contractor, and the Public Procurement Unit will have the right to dispose of it as its own property.

## **7. Contractor's Order Form.**

The Parties acknowledge that Contractor's standard order form has terms inconsistent with those in this Agreement, and that this Agreement supersedes any inconsistent terms in an order form. The only applicable version of the General Terms and Conditions or the Product Specific Terms are those attached to this Agreement and initialed by the Procurement Officer.

## **8. Acceptance Criteria.**

Public Procurement Units will use the following criteria to determine acceptance of the Contractor products and services:

- Contractor accepted an order form from Public Procurement Unit for products and/or services.
- Products and services are within the scope of this Agreement, as outlined and priced in Schedule C.
- The parties explicitly reference the Agreement (SC MSA Number 44000xxxxx) on all quotes or purchase orders, ,. and acknowledge that the only applicable terms and conditions between the Contractor and the participating Public Procurement Unit are the terms and conditions of this Agreement, including all applicable schedules of this Agreement.

## **9. Access.**

During the term of this Agreement, Contractor will make products and services outlined in Schedule C available to Public Procurement Units as outlined in the applicable order form. Only participating Public Procurement Units shall access products and services outlined in Schedule C hereunder. All access shall be for purposes directly related to the work of the authorized Public Procurement Unit.

#### **10. Access Restrictions.**

From time to time, Contractor may notify the State of the availability of new features or databases and whether such features or databases will be made available to Public Procurement Units hereunder and, if so, the terms under which they will be made available. Any new features or services to be placed on the Schedule C must first be reviewed and approved in writing by the State. The State will review and negotiate in good faith any related license agreements, changes, or modifications. In the event the Contractor makes any services within the scope of this contract available to other commercial and government customers, such services shall be made available under this contract. Such services shall be included at no additional charge if offered to the private sector and other government agencies at no charge.

#### **11. 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 Participating Procurement Unit.

#### **12. Pricing.**

Pricing is firm for the initial term of the Agreement as provided in Schedule C.

#### **13. Billing.**

During the term of the Agreement, all participating Public Procurement Units (i.e., Subscribers) shall be billed directly for their usage at the rates set forth in Schedule C, as updated only through written amendment to this Agreement executed by the SFAA Procurement Officer and an authorized party of Contractor. Should such Public Procurement Unit later wish to reinstate its original subscription; it may do so under the same terms and conditions, at then-current pricing.

#### **14. Third-Party Charges.**

All excess use charges (DOCKETS on Westlaw, Westlaw Public Records, and the like) shall be blocked such that the charges outside of the described Option cannot be incurred. Contractor agrees to place an ancillary block to prevent the custom on the Public Procurement Unit at the beginning of the Agreement. If the Public Procurement Unit removes the ancillary block from the account, the Public Procurement Unit will be responsible for those charges in accordance with Contractors' then current rates.

#### **15. Payment.**

Payment shall be made in accordance with S.C. Code Section 11-35-45, which provides Contractor's exclusive means of recovering any type of interest. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, a Subscriber shall not be liable for the payment of interest on any debt or claim arising out of or related to this Agreement for any reason.

#### **16. Agreement Termination.**

##### **16.1. Termination for Cause.**

In the event of material breach by a party, the other party will give written notice specifying the material breach. Any deviation from the requirements of the Agreement that was neither trivial nor innocent is material. If such a notice of material breach is given and the breaching party has not begun to correct the material breach within thirty days of receipt of the written notice, the complaining party may bring a Contract Dispute Resolution proceeding pursuant to Paragraph 24 hereunder. A party's failure to exercise its right to terminate under this provision shall not be construed as a waiver of the rights to terminate, rescind, or revoke the services herein in the event of any subsequent breach.

##### **16.2. Termination for Convenience.**

The State may terminate this Agreement for convenience. Unless the termination so provides, a termination for convenience shall not operate to terminate any existing subscriptions established prior to the effective date of termination.

#### **17. Transition.**

Upon termination, cancellation, expiration, or non-renewal of this Agreement or subscription for any reason, Contractor must, for a period of time specified by the State or applicable Public Procurement Unit (not to exceed 180 calendar days; the "Transition Period"), provide all reasonable transition assistance requested by the State or applicable Public Procurement Unit, to allow for the expired or terminated portion of the Agreement or subscription term to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State, the applicable Public Procurement Unit, and/or its designees. Such transition assistance may include but is not limited to: (a) continuing to provide the services at the rates established in Schedule C; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable services to the State, applicable Public Procurement Unit, and/or either the State's and/or the applicable Public Procurement

Unit's designee; and (c) preparing an accurate accounting from which the State and/or the applicable Public Procurement Unit and Contractor may reconcile all outstanding accounts (collectively, the "Transition Responsibilities"). The term of this Agreement is automatically extended through the end of the Transition Period.

**18. Survival of Obligations.** The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this Agreement shall survive such termination, cancellation, rejection, or expiration.

**19. Relationship Among Public Entities.**

Each Public Procurement Unit's obligations and liabilities are independent of every other Public Procurement Unit's obligations and liabilities. Termination of one Public Procurement Unit does not constitute grounds for termination of a different Public Procurement Unit.

**20. Notice of Disclosure.**

During the term of this Agreement and thereafter, if either party discloses any information or matter that (i) constitutes or concerns the terms and conditions of this Agreement, or (ii) regarding any dealing or negotiations between the parties relating to this Agreement, such party shall promptly notify the party whose information is being provided or disclosed prior to such disclosure. As with all so-called "Statewide Contracts" established by the State, Contractor acknowledges that this Agreement, including all schedules, will be posted on the State's website, along with its contact information and other information appropriate for facilitating use of this Agreement by Public Procurement Units.

**21. Advertising Use and Representation.**

The State reserves the right to review and approve any commercial advertising wherein the State's use of Contractor's products and/or services under this Agreement is referenced. Contractor shall not have the right to include the State's name in its published list of customers without prior approval of the State. With regard to news releases, only the name of the State, type and duration of the Agreement may be used and then only with prior approval of the State. Contractor agrees not to publish or cite in any form, any comments or quotes from Public Procurement Unit staff. Contractor further agrees not to refer to this Agreement in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the State or are considered by the State to be superior to other products or services.

**22. Restrictions on Presenting Terms of Use or Offering Additional Services.**

Public contracts (such as this Agreement) are not intended to provide contractors an opportunity to market additional products and services; accordingly, in providing services, Contractor shall not – for itself or on behalf of any third party – offer Public Procurement Units or public employees (other than the SFAA Procurement Officer) any additional products or services pursuant to this Agreement unless expressly authorized by this Agreement. In providing services pursuant to this Agreement, Contractor shall not require or invite any citizen nor any Public Procurement Unit or Public Procurement Unit employee to agree to or

provide consent to any end user contract, privacy policy, or other terms of use (hereinafter “terms of use”) not previously approved in writing by the SFAA Procurement Officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

### **23. Dispute Resolution.**

**23.1.** All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution.

**23.2. Service of Process.** Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address in Paragraph 27.1 or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

### **24. Governing Law.**

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced, and governed by and under the laws of the State of South Carolina, except its choice of law rules.

### **25. Anti-Indemnification & Anti-Representation.**

Any provision is void to the extent it imposes an obligation upon the State that would properly be characterized as an indemnity. The State makes no representations or warranties to the Contractor, and any language to the contrary is void.

### **26. Sovereign Immunity.**

Contractor agrees that any act by the State regarding the Agreement and any transaction or agreement arising out of this Agreement, is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution.

### **27. Assignment.**

This Agreement shall be for the benefit of, and be binding upon, the respective successors and assigns, if any, of the parties hereto, except that nothing contained herein shall be construed to permit any attempted assignment, which would be unauthorized. Neither party



may assign this Agreement, nor the duties or responsibilities hereunder, without express written consent of the other party.

## **28. Notices.**

### **28.1. Mailing Address.**

All notices, consents, approvals, and the like required to be given hereunder shall be given in writing to the State and addressed to SFAA Procurement Officer, Re: Westlaw Contract, Procurement Services Division, State Fiscal Accountability Authority, at 1201 Main Street, Suite 600, Columbia, SC, 29201, or such other address as the State may designate and to Contractor at 610 Opperman Drive, P.O. Box 64526, St. Paul, Minnesota, 55164-0526; Attention: Customer Service, or such other address(es) as Contractor may designate.

### **28.2. Delivery Method.**

Any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement, for any court action in connection therewith, or for the entry of judgement on any award made shall be sent by hand delivery or recognized overnight courier. All other notices may also be sent by email and confirmed by US mail. All notices shall be deemed to have been given when received, if hand delivered; when transmitted, if transmitted by email; upon confirmation of delivery, if sent by recognized overnight courier; and upon receipt if mailed.

## **29. Breach/Waiver.**

No term or provision hereof shall be deemed waived unless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for, any different, or subsequent breach.

## **30. Waiver & Modification.**

No waiver of any default by either party shall act as a waiver of a subsequent or different default. The provisions of this Agreement may not be modified or waived except by another agreement in writing executed by an authorized representative of the State and an authorized representative of the Contractor.

## **31. Severability.**

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, the remainder of said Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted and severed there from.

## **32. Headings.**

The headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of this Agreement.



**THEREFORE**, the signatories hereunder represent and declare that they are duly authorized to execute this Agreement by virtue of their position and title and are signing on behalf of their respective entity by virtue and strength thereof, or of resolution duly considered and passed by on a duly authorized and constituted authority or body of their respective entity, and that furthermore, it is stipulated and agreed by the parties that this Agreement shall be binding upon their respective entity, officers, employees, agents, affiliated organizations, shareholders, and the heirs, successors and assigns of each.

**WEST PUBLISHING CORPORATION**

**STATE**

By (signature)	<u></u>	By (signature)	<u></u>
Name	<u>John S. Nelson</u>	Name	<u>Kristen Hutto</u>
Title	<u>Assistant Secretary/Director</u>	Title	<u>Procurement Officer</u>
Date	<u>04/06/2022</u>	Date	<u>April 6, 2022</u>
Address	<u>610 Opperman Drive</u>	Address	<u>1201 Main Street, Suite 600</u>
	<u>Eagan, MN 55123</u>		<u>Columbia, SC 29201</u>
	<u> </u>		<u> </u>



THOMSON REUTERS

Thomson Reuters General Terms and Conditions  
Version 2.1

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" means the client, customer or subscriber identified in the order form. Your order form identifies the products and services, the quantities, charges and other details of your order. The order form also refers to and incorporates documents which may apply to the products or services you selected. The order form, applicable incorporated documents and these terms constitute the complete agreement (the "Agreement") and supersede any prior and contemporaneous discussions, agreements or representations and warranties regarding your order. Other terms and conditions you incorporate in any purchase order or otherwise are not part of the Agreement and do not apply. If you are permitted to provide an affiliate with access to any part of the products or services, you will ensure that such affiliate complies with all provisions of the Agreement applicable to you.

### 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 or services.
- (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 you 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 information related to you or your use of our products, services and data. We may use this information to (i) test, develop and improve our products and services, and create and own derivative works based on such information, provided such information is not identifiable to you or any other person and (ii) 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](http://www.thomsonreuters.com/thirdpartyterms). You agree to comply with all applicable third party terms.
- (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 in the business of providing audit, tax, accounting, or legal services to your clients, this Section 1(h) does not preclude you from using our products and services to benefit your clients in the ordinary course of your business. Except as expressly set forth in this Agreement we retain all rights and you are granted no rights in or to our products, services and data.
- (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 ordering document 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 data. 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 data and will use reasonable efforts to remedy identified security vulnerabilities.
- (k) **Your Responsibilities.** You are responsible for and/or will take all necessary steps to ensure or regarding (i) proper use of our products and services in accordance with all usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our product, services or data; (iv) your combination of our products, services, data

or other property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

### 2. INFORMATION SERVICES

- (a) **License.** In the ordinary course of your business and for your internal business 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. Where data is permitted to be used or distributed, Thomson Reuters and the third party content provider, if applicable, must be cited and credited as the source. 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, if specifically requested; 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 internal business 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. SOFTWARE AS A SERVICE (SaaS)

- (a) **License.** You may use our SaaS only for your own internal business purposes.
- (b) **Delivery.** We deliver our SaaS by providing you with online access to it. When you access our SaaS, you are accepting it for use in accordance with the Agreement.
- (c) **Content.** Our SaaS 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 SaaS, 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 SaaS from any available backup copy.

### 5. CHARGES

- (a) **Payment and Taxes.** You must pay our charges within 30 days of the date of invoice in the currency stated on your order form. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including legal fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.
- (b) **Changes.** During the term, we can increase, or adjust the basis for calculating, the charges on a periodic basis as set out in your order form. Except as otherwise specifically stated in the order form, we may increase, or adjust the basis for calculating, 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.





# Thomson Reuters General Terms & Conditions

(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 or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our products, services or data.

## 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 our General Data Protection Regulation (2016/679) (GDPR) terms located at [www.tr.com/privacy-information](http://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 confidential information is no longer deemed confidential under applicable law, whichever occurs first.

## 8. WARRANTIES AND DISCLAIMERS

**ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. 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.**

(a) **EXCLUSION OF WARRANTIES.** UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND 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 AND 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.

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

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

(d) **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.

(e) **NO ADVICE.** WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR DECISIONS 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 FINANCIAL, TAX AND ACCOUNTING, LEGAL COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. 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 PAYABLE IN THE PRIOR 12 MONTHS FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID). 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. 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) 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 indemnification obligations in Section 9(d) or your obligation 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. Nothing in this Agreement limits liability that cannot be limited under law.

(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; (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 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 the defense and settlement.

(d) **Your Obligations.** You are responsible for any loss, damage or cost we and our affiliates incur arising out of or in connection with a third party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our affiliates' use of the information data, software, or other materials provided to us by you or on your behalf, which we are required to host, use or modify in the provision of our products, services or data infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under clause 9(c) (Third Party Intellectual Property)); (ii) your or your sub-contractors' use of our products, services or data, including communications and networks, in breach of the Agreement; (iii) our or our affiliates' compliance with any instruction given by you to us in the course of the provision of our products, services or data; or (iv) an assertion by any person accessing or receiving the benefit of any part of our products, services or data through you.

(e) We will not be responsible if our product or service fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product or service failed because of one of these, we also 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.

## 10. TERM, TERMINATION

(a) **Term.** The term and any renewal terms for the products and services are described in your order form. If not otherwise stated in the order form, the Agreement will automatically renew annually unless either of us gives the other at least 60 days written notice before the end of the then current term.

(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 third party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) 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 another agreement between us; a breach of our agreement with a third party provider; or a violation of third party



# Thomson Reuters General Terms & Conditions

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 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

(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 is a material breach for this purpose.

(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 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 30 days prior written 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 30 days, you may terminate the agreement immediately upon written notice.

## 11. FORCE MAJEURE

We are not 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

Our affiliates and third-party providers benefit from our rights and remedies under the Agreement. 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. 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 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. 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 New York and each of us hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County to settle all disputes or claims arising out of or in connection with the Agreement.

(e) **Precedence.** The descending order of precedence is: third party license terms contained in Section 1(f) of these terms; the applicable order form; and the remaining provisions of the Agreement.

(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) **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

(i) **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between us regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter, including without limitation any terms and conditions appearing on a purchase order or other form(s) used by you. Each of us acknowledges that in entering into the Agreement neither of us have relied on any representations made by the other that are not expressed in the Agreement.







### 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.**

- Applicability.**

These Product Specific Terms apply when you purchase a license to use or access Contract Express. "You", "your" and "Customer" mean the client, customer or subscriber identified as such in the order form and "we", "our" and "Thomson Reuters" mean the Thomson Reuters entity identified in the Order Form and, where applicable, its affiliates.

If there is a conflict between these Product Specific Terms and any other document forming the Agreement, the order of precedence is as follows: Order Form, Product Specific Terms, any other applicable schedules and general or master terms and conditions.

- Scope of Contract Express Licenses:**

**License types:**

- Legal Users/Power Users:** access to the full functionality of Contract Express for your employees and contractors.
    - Client Users:** access to limited Contract Express functionality (create, approve, edit, and negotiate documents and access to your Client Use space) for employees and contractors of your clients.
    - Self-serve Users:** access to limited Contract Express functionality (create, approve and edit documents) for your employees and contractors who are not engaged in legal functions.
    - Guest Access:** access to limited Contract Express functionality (completing a questionnaire to create a document via a public URL or single use invitation) for an unlimited number of Guests.

**Scope of Use.** Other than Guest Access, all user access to the Contract Express service is on a named individual (human) user basis by way of unique user-name and password. Only a single user may access Contract Express through any individual user account. You shall comply with the applicable license grant and not attempt to circumvent it in any way. If requested, you shall provide Thomson Reuters with information concerning your use of Contract Express.

**Client Use.** If licensed, you may provide access to Contract Express to your clients allowing their users to use the Contract Express service for the purposes of your client's own internal business. You are responsible for the terms on which you supply Client Use provided that you ensure compliance with the terms of the Agreement and you provide all support to your clients and Client Users. Client Use must only be made available in the manner and using the functionality we make available within the Contract Express service. You must not delete or alter Thomson Reuters proprietary notices or copyright notices. You will immediately terminate all Client Use licenses when your Agreement for such licenses expires or is terminated.

**Guest Access.** If licensed, you may provide Guest Access in a Non-Systematic manner and at no cost to an unlimited number of Guests. A "Guest" must be a human individual and "Non-Systematic" means use on an infrequent basis and not automatically generated by machine or regularly created by individual Guests. You are responsible for the terms on which you supply Guest Access provided that you ensure compliance with the terms of the Agreement and you provide all support to Guests. Guest Access must only be made available in the manner and using the functionality we make available within the Contract Express service. You must not delete or alter Thomson Reuters proprietary notices or copyright notices. You will immediately terminate all Guest Access when your Agreement for Guest Access expires or is terminated.

**Responsibility.** Unless otherwise agreed with Thomson Reuters, you are responsible for the administration of all access to the Contract Express service, including allocation and removal of access. You may only grant administration rights to identified users you employ or have engaged as individual contractors acting under your direction. You are responsible for all access to the Service through the Customer or via Customer access credentials or systems and for any breach of the terms of the Agreement as a result of such access (whether permitted to do so by you or not).

- Your Content.** Your content is your templates and anything that you generate using Contract Express (e.g. questionnaires and documents) ("Your Content"). As between you and Thomson Reuters, you exclusively own all rights, title and interest in Your Content. If the Agreement expires or is terminated, you must remove all Your Content that you wish to retain prior to termination or expiration.

- Brand License.** Where you upload a logo or other branding ("Logo") to the Contract Express service, you hereby grant to Thomson Reuters, a non-exclusive license to publish the Logo within your instance of Contract Express for the term of the Agreement. You warrant that you are entitled to grant such a license.

- Service Availability and Support.**

**Availability.** If you are using Thomson Reuters' hosted Contract Express service, Thomson Reuters shall ensure that it is Available for no less than 99.9% of the time in any calendar month, subject to emergency downtime and maintenance or downtime notified to you in writing from time to time. "Available" means that Contract Express is accessible to users and Guests and that the functionalities licensed from time to time can be carried out. Unavailability of Contract Express due to downtime in your or your users' network or computer system or failure of the internet shall not be taken into account in calculating the Availability of the Contract Express service.

- Access to Contract Express Via API.**

**API License.** On request and subject to you having purchased Contract Express licenses and to all the terms and conditions of the Agreement, Thomson Reuters permits you, during the term, to access the Contract Express service via the Contract Express API (the "API"). You understand that access to Contract Express via the API may not always provide the same functionality or experience as access via the web application. Your access rights via the API will terminate on termination of your license to use to Contract Express.

**Responsibility.** You are responsible for all access to Contract Express via the API and such access must be by way of individual user sign-in. Except to the extent you have licensed Client Use, you may not provide access to Contract Express via the API to any third-party without Thomson Reuters' written consent, and any third-party must agree to our license terms before access may be granted. You are responsible for any third-party accessing the API on your behalf.

**Technology Requirements.** You must adhere to all API documentation provided to you by Thomson Reuters.

**Suspension.** Thomson Reuters 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 or if there is risk of any breach of security. Thomson Reuters will not be responsible for any loss, damage, costs, expenses or other claims by you, any user or third party resulting from the suspension of access via the API.

**Modifications.** Thomson Reuters may enhance, update, upgrade or modify the API from time to time (collectively "Changes") and will use reasonable efforts to provide you with notice of such Changes. You



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acknowledge that you are responsible for managing such Changes to maintain compatibility and functionality with the API.

**Disclaimer of Warranties.** Thomson Reuters will not be liable for any inability to access Contract Express via the API, costs incurred by you, or any losses, lost profits or damages of any kind arising out of or in connection with your use of the API. Thomson Reuters makes no warranty of any kind with respect to the API, including any warranty that the API will be compatible with any of your or any third-party's software, system or other service. All API access is your responsibility and is provided on an "AS IS" basis without warranty of any kind. Thomson Reuters does not warrant or represent that access via the API will be delivered free of any inaccuracies, interruptions, delays, omissions or errors ("Faults"), or that any Faults will be corrected. Thomson Reuters will not be liable for any loss or damages resulting from any such Faults.

- **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.

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.

- **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 ordering document, if any. Access is limited to your library's physical premises, including wireless access. Remote access outside the physical confines of your library in any manner whatsoever is strictly prohibited.

- **West LegalEdcenter.** You may download text-based content on any computer for your personal, noncommercial use. You may not share the content with your clients or other third parties. Group viewing of multi-media content is allowed for you and other West LegalEdcenter subscribers. Persons without a West LegalEdcenter subscription are prohibited from attending the group viewing.

If you participate in any discussions on West LegalEdcenter, you agree not to use any language that is threatening, abusive, vulgar, discourteous or criminal. You will not post or transmit information or materials that would violate the rights of a third party, including but not limited to intellectual property rights. You will not post or transmit anything which may contain a virus or other harmful component.

When 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. If you choose to activate the NetDocuments integration, your data will be transmitted from NetDocuments to your network and server. We are not and NetDocuments is not responsible for the privacy, security, integrity or availability of the data transmitted to you.

- **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.

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 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.

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



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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.





# West Price Schedule C – Master Price Agreement

## WEST CONTENT OFFERINGS

### Schedule C

Participating Public Procurement Units (also referred to as Subscribers) can select from one of the following three (3) different pricing options:

- **Option 1—Legal Research.** This option provides purchasing agencies the ability to pick and choose from seven (7) different commonly requested legal research packages (Options 1A-1G). Agencies may supplement these core legal research packages by choosing additional content from a select list of optional separately priced add-on libraries (see page 3).
- **Option 2—Correctional.** This option provides access to legal resources for inmates at correctional facilities.
- **Option 3—Custom Packages.** The custom packages offered as part of this option recognize that state and local agencies may have diverse and unique needs that cannot be met by the pre-packaged content sets provided by West's Options 1-2. These custom packages provide maximum flexibility to purchase custom packages of online information, print, and solutions that are specifically tailored to the unique research needs of individual agencies and end users.

Descriptions of the content included for each option and each optional add-on are provided beginning on page 7 of this price proposal.

## PRICING

West's content offerings provide purchasing agencies with cost-effective pricing for access to an extensive variety of packages of online information research content and solutions. Detailed pricing for each option begins on page 2 of this proposal.

Given the extensive variety of options and packages available, it may be helpful to speak to a West representative who is specifically-trained to assess your agency's unique needs. To discuss content and price options best suited to your agency's needs, please contact West's designated field representative.

## AGENCY ORDERING INSTRUCTIONS

After a State Contract has been executed, authorized state agencies and other eligible entities may purchase products off the Master Price Agreement by contacting their West Representative and completing the applicable West PRO Order Form or West Special Offer Order Form with the content/pricing option selected by the participating agency. Note that all POs must reference the Master Price Agreement contract number. All terms and conditions of the State's contract shall govern over any conflicting language found in any West Order Forms, General Terms and Conditions, applicable Schedules, or other necessary forms.

### Option 1—Legal Research (Per Password)

This option provides purchasing agencies the ability to pick and choose from seven (7) different commonly requested legal research packages (Options 1A-1G):

- Option 1A. South Carolina Core
- Option 1B. South Carolina Core and State Analytical
- Option 1C. South Carolina Core, State Analytical, and Briefs
- Option 1D. National Primary
- Option 1E. National Primary and State Analytical
- Option 1F. National Primary Edge
- Option 1G. National Primary and PeopleMap Premier



Agencies may supplement these core legal research packages by choosing additional content from a select list of optional separately priced add-on libraries, including the following:

- Analytical Plus
- ALR, All AMJUR, and CJS
- State Analytical
- Practical Law
- Municipal Analytical
- Criminal Analytical
- Briefs for Gov
- Pleadings, Motions & Memo
- Jury Verdicts
- Trial Court Orders

Descriptions of the content included for each option and each optional add-on are provided beginning on page 7 of this price proposal.

## 1A. SOUTH CAROLINA CORE

Option 1A—South Carolina Core 42077779 (Monthly Per User Per Agency Location Pricing)					
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-25	\$55	\$57	\$58	\$60	\$62
26-50	\$54	\$56	\$57	\$59	\$61
51-75	\$53	\$54	\$56	\$58	\$59
76+	\$52	\$53	\$55	\$57	\$58

## 1B. SOUTH CAROLINA CORE AND STATE ANALYTICAL

Option 1B—South Carolina Core 42077779 and State Analytical 42077865 (Monthly Per User Per Agency Location Pricing)					
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-25	\$76	\$78	\$81	\$83	\$86
26-50	\$74	\$77	\$79	\$81	\$84
51-75	\$73	\$75	\$77	\$80	\$82
76+	\$72	\$74	\$76	\$78	\$81

## 1C. SOUTH CAROLINA CORE, STATE ANALYTICAL, AND BRIEFS

Option 1C—South Carolina Core 42077779, State Analytical 42077865, and Briefs 42059316 (Monthly Per User Per Agency Location Pricing)					
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-25	\$101	\$104	\$107	\$110	\$114
26-50	\$99	\$102	\$105	\$108	\$111
51-75	\$97	\$100	\$103	\$106	\$109
76+	\$95	\$98	\$101	\$104	\$107

## 1D. NATIONAL PRIMARY

Option 1D—National Primary 42076678 (Monthly Per User Per Agency Location Pricing)					
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-25	\$105	\$108	\$111	\$115	\$118
26-50	\$103	\$106	\$109	\$112	\$116
51-75	\$101	\$104	\$107	\$110	\$113
76+	\$99	\$102	\$105	\$108	\$111



## 1E. NATIONAL PRIMARY AND STATE ANALYTICAL

Option 1E—National Primary 42076678 and State Analytical 42077865 (Monthly Per User Per Agency Location Pricing)					
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-25	\$126	\$130	\$134	\$138	\$142
26-50	\$123	\$127	\$131	\$135	\$139
51-75	\$121	\$125	\$128	\$132	\$136
76+	\$119	\$122	\$126	\$130	\$133

## 1F. NATIONAL PRIMARY EDGE

Option 1F—National Primary Edge 42511614 (Monthly Per User Per Agency Location Pricing)					
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-25	\$175	\$180	\$186	\$191	\$197
26-50	\$172	\$177	\$182	\$187	\$193
51-75	\$168	\$173	\$178	\$184	\$189
76+	\$165	\$170	\$175	\$180	\$185

## 1G. NATIONAL PRIMARY AND PEOPLEMAP PREMIER

Option 1G—National Primary 42076678 and PeopleMap Premier 41615032 (Monthly Per User Per Agency Location Pricing)					
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-25	\$174	\$179	\$185	\$190	\$196
26-50	\$171	\$176	\$181	\$186	\$192
51-75	\$167	\$172	\$177	\$183	\$188
76+	\$164	\$169	\$174	\$179	\$184

## OPTION 1—OPTIONAL ADD-ON CONTENT

If an agency selects an Option 1 Legal Research package (1A-1G), the following optional add-on libraries are also available. For any add-ons selected by the agency, the corresponding monthly per user charge will be added to the Legal Research package charge.

Optional Add-On Content (Monthly Per User Per Agency Location Pricing)					
Library Name	Year 1	Year 2	Year 3	Year 4	Year 5
Analytical Plus	\$30	\$31	\$32	\$33	\$34
ALR, All AMJUR, and CJS	\$23	\$24	\$24	\$25	\$26
State Analytical	\$20	\$21	\$21	\$22	\$23
Practical Law	\$30	\$31	\$32	\$33	\$34
Municipal Analytical	\$14	\$14	\$15	\$15	\$16
Criminal Analytical	\$14	\$14	\$15	\$15	\$16
Briefs for Government	\$25	\$26	\$27	\$27	\$28
Pleadings, Motions & Memoranda	\$25	\$26	\$27	\$27	\$28
Jury Verdicts	\$20	\$21	\$21	\$22	\$23
Trial Court Orders	\$20	\$21	\$21	\$22	\$23

## Option 2—Correctional (Per Terminal)

This option provides purchasing agencies the following content set for correctional facilities:

- Option 2. All Primary Law with Analytical

Descriptions of this Option's included content included is provided beginning on page 15 of this price proposal

## ALL PRIMARY LAW WITH ANALYTICAL

Option 3—All Primary Law with Analytical(Monthly Per Terminal Per Facility Location Pricing)					
# of Terminals	Year 1	Year 2	Year 3	Year 4	Year 5
1-5 terminals	\$659	\$674	\$688	\$703	\$718

**Please Note:** If an agency should need additional terminals beyond the five terminals priced herein, West is willing to work with the agency to provide a volume discount for purchases over five terminals, using Option 3 (Custom Packages).

### Option 3—Custom Packages

#### PROS/TR for GOV: AGENCY-SPECIFIC SPECIAL PACKAGES:

The custom packages offered as Option 3 recognize that state and local agencies may have diverse and unique needs. When an agency's needs cannot be met by the pre-packaged content sets outlined in Options 1–2, West can work with individual purchasing agencies to create custom special packages that are specifically tailored to an agency's unique needs and with the best value in price and content. Price schedules are not available for Option 3 as the custom agency-specific pricing will be negotiated with the purchasing agency based on its unique needs.

West PRO and TR for GOV are subscriptions that allow purchasing agencies the ability to customize collections of online research, print titles, educational programs, and solutions for government agencies. West will offer purchasing agencies a discount off of then-current retail pricing from our entire line of West PRO and TR for GOV collections for a multi-year commitment. West PRO and TR for GOV solutions are a great alternative option for agencies that have unique needs not available under Options 1–2. Contact the local Westlaw Sales Representative for Option 3 pricing.

### Option 1—Legal Research (Per Password)

#### 1A. SOUTH CAROLINA CORE

The SC Core Library generally provides access to South Carolina state specific materials, including the following:

- **State Case Law.** Westlaw has case law coverage for all SC state court opinions published in West's National Reporter System. Westlaw provides access to state specific cases and headnotes, as well as many topical databases.
- **Statutes and Court Rules.** Westlaw has annotated statutes for a particular state, as well as statutes databases without annotations. Topical statutes databases are generally available, such as environmental, health and safety statutes and criminal justice statutes. Westlaw also provides access to state specific court rules and orders.
- **Other State Databases.** This library offers access, when available, to other state-specific databases, such as legislative services; administrative codes and other materials; insurance cases, statutes, and other materials; and journals and law reviews.

#### 1B. SOUTH CAROLINA CORE AND STATE ANALYTICAL

This option expands the 1A SC Core option to include state analytical materials, including a State Practice Library and State Analytical Materials, when available per State.

- **State Practice Library**, when available, is the preeminent analytical law series for a particular state. Written by local experts, this library furnishes a practical, informative survey of virtually every aspect of a specific state's practice. Areas of coverage generally include:



- Appellate Practice
- Civil Rules Practice
- Corporate Law
- Criminal Practice
- Employment Law
- Family Law
- Litigation
- Jury Instructions
- Personal Injury and Torts
- Workers’ Compensation

- **State Analytical Materials** is a collection of state-specific legal guides, authorities, and forms. Includes *South Carolina Jurisprudence* and other state legal encyclopedias when available.

## 1C. SOUTH CAROLINA CORE, STATE ANALYTICAL, AND BRIEFS

This option expands the 1B SC Core and Analytical option to include State and Federal briefs. State briefs provide access to selected appellate briefs from the state’s Supreme Court and Court of Appeals, and to PDF briefs when available. The availability of these briefs and petitions on Westlaw saves researchers time and the inconvenience of a trip to the courthouse, and gives researchers a competitive advantage to enhance their case by learning how other attorneys analyzed and argued the issues.

## 1D. NATIONAL PRIMARY

This option provides access to federal and state case law, statutes, and administrative materials in a single, integrated research tool.

- **Case and Judicial Materials**

- **Federal.** Westlaw has complete coverage of all published federal case law, as well as many unpublished opinions. Cases appear as officially published and contain West’s editorial enhancements. Examples of West’s federal case law databases include U.S. Supreme Court cases, U.S. Court of Appeals cases, U.S. District Court cases, Tax Court cases, and Bankruptcy Court cases.
- **State.** Westlaw has complete case law coverage for all state court opinions published in West’s National Reporter System. Westlaw also contains many unpublished state appellate court opinions and selected state trial court opinions.

- **Statutes and Legislative Materials**

- **Federal.** Westlaw has complete coverage of current federal statutes and archival statutes back to 1990. West’s federal statutes databases include the *United States Code Annotated*, which contains annotations to the United States Code, as well as court rules, appendices, and the Popular Name Table.
- **State.** Westlaw has annotated statutes for all 50 states, the District of Columbia, Guam, Puerto Rico, and the Virgin Islands. Statute databases without annotations are also available.

- **Administrative Law and Regulations**

- **Federal.** Westlaw provides extensive coverage of federal administrative rules and regulations, including documents from all 50 titles in the Code of Federal Regulations and recent changes; documents from the Federal Register; and other administrative and executive materials such as comptroller general decisions, U.S. attorney general opinions, and presidential documents.
- **State.** Westlaw has the administrative codes for all 50 states and the District of Columbia; no other online information resource provides this level of coverage. Other available administrative materials include: attorney general opinions, workers’ compensation decisions, and insurance and environmental regulations.

## 1E. NATIONAL PRIMARY AND STATE ANALYTICAL



This option expands the 1D National Primary option to include state analytical materials, including a State Practice Library and State Analytical Materials, when available per State.

- **State Practice Library**, when available, is the preeminent analytical law series for a particular state. Written by local experts, this library furnishes a practical, informative survey of virtually every aspect of a specific state’s practice. Areas of coverage generally include:
  - Appellate Practice
  - Civil Rules Practice
  - Corporate Law
  - Criminal Practice
  - Employment Law
  - Family Law
  - Litigation
  - Jury Instructions
  - Personal Injury and Torts
  - Workers’ Compensation
- **State Analytical Materials** is a collection of state-specific legal guides, authorities, and forms. Includes *South Carolina Jurisprudence* and other state legal encyclopedias when available.

## 1F. NATIONAL PRIMARY EDGE

This option provides access to federal and state case law, statutes, and administrative materials in a single, integrated research tool. In addition, this content is delivered along with Edge platform technology, including AI-enhanced search results with WestSearch Plus, Statutes and Regulations Compare, and Compare Text capabilities.

## 1G. NATIONAL PRIMARY AND PEOPLEMAP PREMIER

The Westlaw Core library expands on the 1D National Primary option to include PeopleMap Premier, which helps researchers identify individuals and their connections while performing legal research tasks. Because PeopleMap has already made connections between people from billions of public records across the country, connections are made faster and time is saved for other research and analysis.

Access to PeopleMap also provides access to the underlying Westlaw Public Records content:

- Previous Addresses
- Other Individuals Living in the Person's Home Coverage
- Utility Information
- New Movers
- Death Records
- Professional Licenses
- Business Affiliations
- Marriage Records
- Hunting and Fishing Licenses
- Concealed Weapon Permits
- Voting History
- Political Donation History
- Real Property Transaction Records
- Real Property Tax Assessor Records
- Real Property Pre-foreclosure Records
- Waterfront Residents Coverage
- Motor Vehicle Registrations
- Drivers License Information
- Boats and Watercraft Coverage
- Aircraft Coverage
- Insider Stock Transactions
- Unclaimed Property Coverage
- Lawsuit Filings
- UCC Records
- Liens & Judgments
- New York City UCC and Federal Lien Records
- Criminal Records
- Arrest Records
- Office of Foreign Assets Control Coverage

## OPTION 1—OPTIONAL ADD-ON CONTENT



If an agency selects an Option 1 Legal Research package (1A–1G), the following optional separately priced add-on libraries are available.

## ANALYTICAL PLUS LIBRARY

The All Analytical Library includes the content of the State Analytical Library and adds a wide array of national treatises, expert legal analysis with forms, jury instructions, and more. This collection of titles helps researchers quickly review specific points in familiar areas of law and cover unfamiliar ground with confidence and speed. This library includes a robust collection of analytical sources, including American Law Reports (ALR), All AMJUR Library, Restatements of the Law, Federal Practice and Procedure, and law reviews and journals, and more.

## ALR, ALL AMJUR, AND CJS

This library provides access to the following resources:

**American Law Reports (ALR).** ALR is one of the leading case-finding tools in America. It is a continuing series of articles that collect and analyze every court case decided on a particular point of law. The complete ALR on Westlaw includes ALR First, ALR Digest, and the new ALR Index, resources that aren't available on other online research services.

- **All AMJUR Library.** The American Jurisprudence Library products provide fast, authoritative answers to many aspects of civil, criminal, substantive, and procedural law.
  - **American Jurisprudence 2d (AMJUR)** contains the full text of American Jurisprudence 2d, the leading law encyclopedia, which provides comprehensive and authoritative analysis of all fields of state and federal law. AMJUR contains more than 440 separate titles on a broad range of legal topics.
  - **Am Jur Proof of Facts** contains articles by legal, scientific, and medical experts that can help researchers prepare for a case.
  - **Am Jur Trials** provides access to articles showcasing successful techniques and strategies, drawn from actual cases.
  - **AmJur Pleadings and Practice Forms Annotated.** This database provides access to the full text of American Jurisprudence Pleading and Practice Forms Annotated, a comprehensive set of state and federal pleading and practice forms arranged alphabetically by titles that generally correspond to those found in American Jurisprudence 2d.
- **Corpus Juris Secundum (CJS).** CJS helps researchers understand unfamiliar areas of law by providing links to cases, statutes, regulations, West Key Numbers, Restatements of the Law, and more. CJS covers the full breadth and depth of the law and is cited to tens of thousands times by the courts. It provides quick overviews of topics with Black Letter Summaries and is also fully integrated with the West Key Number System.

## STATE ANALYTICAL

This library provides access to the following resources, when available, for States:

- **State Practice Library**, when available, is the preeminent analytical law series for a particular state. Written by local experts, this library furnishes a practical, informative survey of virtually every aspect of a specific state's practice. Areas of coverage generally include:





- Appellate Practice
- Civil Rules Practice
- Corporate Law
- Criminal Practice
- Employment Law
- Family Law
- Litigation
- Jury Instructions
- Personal Injury and Torts
- Workers' Compensation

- **State Analytical Materials** is a collection of state-specific legal guides, authorities, and forms. Includes *South Carolina Jurisprudence* and other state legal encyclopedias when available.

## PRACTICAL LAW

Practical Law resources are created specifically to provide exactly what you need to know about the law without superfluous detail.

- **Up-to-Date Resources** – PL editors scan through thousands of sources each day to check for new developments in the law. Because of the size and career experience of this editorial team, you can count on Practical Law documents updating with the law.
- **Peer-Reviewed.** All Practical Law resources, including those contributed by outside guest editors, are extensively vetted and peer-reviewed before being published on Westlaw.

## MUNICIPAL ANALYTICAL

The Municipal Analytical Library provides access to the following resources:

- **Municipal Law Form Finder.** A comprehensive set of municipal law forms, checklists, and clauses makes it easy to customize documents to fit the case at hand and efficiently draft ordinances that withstand challenges.
- **Practice Materials.** Expert guidance and analysis from more than 20 state and general journals and law reviews, including titles such as *McQuillin Municipal Law Report* and *Zoning and Planning Law Reports*, *American Law of Zoning*, *Matthews Municipal Ordinances*, and *McQuillin Municipal Corporations*.

## CRIMINAL ANALYTICAL

The Criminal Analytical Library provides access to West's robust collection of criminal treatises and forms, including LaFave's Search and Seizure and Wharton's Criminal Law.

## BRIEFS FOR GOVERNMENT

The Briefs for Government Library provides access to appellate briefs and petitions filed in federal courts and state courts in 50 states, including PDF images when available. This fully integrated library comes with features such as full text searching, linking, and more.

## PLEADINGS, MOTIONS & MEMORANDA

The Pleadings, Motions & Memoranda Library on Westlaw is a robust collections of actual court filings from State trial courts, U.S. district courts and federal bankruptcy courts from across the United States. This fully integrated library comes with features such as full text searching, linking, and more.

## JURY VERDICTS

The Jury Verdicts Library provides access to Nationwide jury verdicts, settlements, and arbitration awards. This fully integrated library comes with features such as full text searching, linking, and more.

## TRIAL COURT ORDERS

The Trial Court Orders Library provides access to a robust collection of full text judges' orders in Federal and State Court cases, including PDF images when available. This fully integrated library comes with features such as full text searching, linking, and more.



## OPTION 2—CORRECTIONAL

### ALL PRIMARY LAW WITH ANALYTICAL

The All Primary Law with Analytical content set provides access to the following materials:

- 50 State and federal cases, statutes, administrative materials, and court rules
- American Law Reports (ALR)
- American Jurisprudence 2d (AMJUR)
- Selected State treatises and State legal encyclopedias, including *South Carolina Jurisprudence*
- Black’s Law Dictionary
- KeyCite legal citator

## WEST SAMPLE ORDER FORM

Schedule D

Sample order forms are attached for your reference. In the event that a Purchasing Entity selects any of these products and services, these agreements and order forms will be made part of any contract awarded to West pursuant to this proposal.

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

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

- **Order Processing**—Orders will be processed as follows:
  - **Options 1 and 3:** Service will begin the first day of the first month following receipt of the fully executed contract (or delivery order), provided adequate time is available for implementing the contract. In general, to implement a contract West must receive the fully executed contract (including the applicable Order Form - Special Offer or Software Exhibit) no later than five business days prior to the end of the month preceding the start of service.
  - **Options 2:** Service will begin 5-7 days following receipt of a fully executed, clean, and process-able Order Form, and after any necessary credentialing has been completed.



# WEST SAMPLE ORDER FORM

Schedule D

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



<b>Check West account status below as applicable:</b>		Rep Name & Number	
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)		
Existing with no changes <input type="checkbox"/>	Existing with changes <input type="checkbox"/> (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 <input type="checkbox"/>	FEDLINK <input type="checkbox"/>	GSA <input type="checkbox"/>
MSA Jurisdiction	SC	Contract #	Option #
Permanent Address Change <input type="checkbox"/>	One-Time Ship To <input type="checkbox"/>	Additional Ship To <input type="checkbox"/>	Additional Bill To <input type="checkbox"/>
Name		Attn:	
Address		Suite/Floor	
City	State	County	Zip

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

I F N E E D E D

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

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 (initial Term) \$

Online/Practice Solutions/Software Products Subscriptions							
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Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form. You are also responsible for all Excluded Charges as defined below.



# WEST SAMPLE ORDER FORM

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, as defined below. 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 multi-year term, may exercise the option to implement those additional years 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, as defined below. 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.

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

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

**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)**

	<b>Banded Products Subscriptions</b>		
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You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

<b>Internal Corporate Use Only</b>	<b>BND</b>
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<b>Technical Contacts for Westlaw Patron Access and Campus Research</b>	
Technical Contact Name (please print):	<input style="width: 90%;" type="text"/>
Telephone:	<input style="width: 90%;" type="text"/>
E-Mail Address:	<input style="width: 90%;" type="text"/>
Current Account #:	<input style="width: 90%;" type="text"/>
Patron Access: IP Address:	<input style="width: 90%;" type="text"/>
<small>One IP Address per terminal. Additional pages may be attached if needed.</small>	
Campus Research: IP Address Range	<input style="width: 90%;" type="text"/>
* Orders submitted without IP Address information may delay set up and access	
<b>For Internal Office Use Only</b>	
OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59	

	<b>Online/Practice Solutions/Software Renewals</b>		
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Sub Matl #	Online/Practice Solutions/Software Products	Initial Renewal Yearly Charges	Monthly Charges	Renewal Effective Date	Renewal Term (Months)

**Notes:**



# WEST SAMPLE ORDER FORM

Monthly Charges for the Initial Renewal Year are set forth above and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. You are also responsible for all Excluded Charges as defined below. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form.

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, as defined below. 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 multi-year term, may exercise the option to implement those additional years 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, as defined below. 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.

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

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

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

Last Name  First Name  E-mail

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

Notes:

Total Charge: \$

**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.

3/1/2021

SAMnet

S.dot





# WEST SAMPLE ORDER FORM

Online/CD-ROM Products to be Lapsed		
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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1. **Thomson Reuters General Terms and Conditions**, apply to all products ordered, except print and is located at [legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf](http://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](http://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.

2. **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.

3. **Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://legalsolutions.com/schedule-a-concourse-firm-central-caselegislativ>. Excluded Charges may change after at least 30 days written or online notice.

4. **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 attorney's fees.

5. **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.

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.

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