

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is entered into by the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City” or “Subscriber”), and **WEST PUBLISHING CORPORATION d/b/a THOMSON WEST**, a corporation organized under the laws of the state of Minnesota and registered to do business in Colorado, whose address is 610 Opperman Drive, Eagan, MN 55123 (“Vendor” or “West”).

RECITALS

- A. The City and the Vendor entered into an Agreement dated May 6, 2008 and amended the Agreement on August 24, 2010, to provide access to Vendor’s computer-assisted legal research product suite (the “Agreement”).
- B. The City and the Vendor wish to amend the Agreement to add and delete access to certain of Vendor’s databases and discounted print materials, add a Software License Agreement and service, to revise and extend the terms of the Agreement and increase the Maximum Contract Amount.

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

- 1. Paragraph 3A of the Agreement, entitled “**COMPENSATION AND PAYMENT**,” Subparagraphs (1) through (7) remain unchanged and Subparagraphs (8) through (13) are added below and read as follows:

“A. **Fee:** The City agrees to pay to the Vendor, and the Vendor agrees to accept as its sole compensation the fee for the software and services described in the Scope of Work (the “Fee”), as follows:

- (8) From May 1, 2013 through June 30, 2013 (“Period 6”), Subscriber shall pay West the monthly fixed WestlawNext charges of \$10,843 (“Monthly Fee”), for access to the WestlawNext platform, as well as databases, features and services set forth in paragraph B herein, regardless of Subscriber's actual usage;
- (9) From July 1, 2013 through April 30, 2014 (“Period 7”), the Period 7 Monthly Fee shall be \$6,841.
- (10) From May 1, 2014 through April 30, 2015 (“Period 8”), the Period 8 Monthly Fee shall be \$6,978;
- (11) From May 1, 2015 through April 30, 2016 (“Period 9”), the Period 9 Monthly Fee shall be \$7,116;

- (12) From May 1, 2016 through April 30, 2017 ("Period 10"), the optional Period 10 Monthly Fee shall be \$7,258;
- (13) From May 1, 2017 through April 30, 2018 ("Period 11"), the optional Period 11 Monthly Fee shall be \$7,403.
- (14) City and Vendor agree to use best efforts to reach a new agreement upon or in advance of the May 1, 2018 expiration of this Amendatory Agreement.

2. Subparagraphs B, C, H, and I of Paragraph 3 of the Agreement, entitled "**COMPENSATION AND PAYMENT**," are amended to read as follows:

"B. Except as provided in paragraph C herein, as of July 1, 2013 all charges associated with the use of the following databases, features and services shall be included in the Monthly Fee (without volume discounts):

- (1) Federal Case Law & Judicial Materials, Statutes & Legislative Materials, Administrative Law & Regulations
- (2) State Case Law & Judicial Materials, Statutes & Legislative Materials, Administrative Law & Regulations
- (3) Selected Practice-Area Materials
- (4) Legal Texts, Periodicals and Miscellaneous Materials
- (5) Law Reviews & Journals
- (6) NewsRoom Library Databases
- (7) REMOVED
- (8) Colorado Elder Practitioner Essentials Library Databases (deleted as of May 1, 2010)
- (9) All Analytical Library Databases
- (10) BriefTools (for up to 15 Westlaw users)
- (11) Colorado Family Law Core Library Databases
- (12) RIA Federal Tax Reporter Library Databases
- (13) Warren Gorham & Lamont Federal Treatises Library Databases
- (14) RIA/Warren Gorham & Lamont Multi-State Tax Library Databases
- (15) REMOVED
- (16) Employment Library Databases
- (17) Norton's on Bankruptcy Library Databases
- (18) Colorado Pleadings, Motions & Memoranda Library Databases
- (19) Online Citation Checking (including KeyCite)
- (20) Offline Transmission
- (21) Alert Services (WestClip and KeyCite Alert – non-continuous)
- (22) Offline Automated Citation Checking (via WESTCheck and including QuoteRight)
- (23) Municipal Practitioner Core Library
- (24) Federal Employment Treatises (added May 1, 2010)
- (25) Environmental Practitioner Library Databases (added May 1, 2010)

- (26) Colorado Federal Dockets Databases (added July 1, 2013)
- (27) Colorado State Secondary Resources Library Databases (Includes “Colorado Practice Series”) (added July 1, 2013)
- (28) All State and Federal Briefs Library Databases (added July 1, 2013).

Databases referenced in paragraphs (26), (27) and (28) are listed with particularity in Exhibit 3-B of this amendment, which are adopted and incorporated by reference herein, EXCEPT the Parties acknowledge that slight modifications in the delivery of information may occur.”

“C. Excluded Charges: The Manager or his designee may authorize limited use of excluded databases, Features and services. All charges associated with the use of the following databases, Features and services (as part of all database classifications) shall NOT be included in the Monthly Fee and shall be billed separately as “Excluded Charges” in addition to the Monthly Fee at then-current rates, as established by Schedule A Plan 2 of Exhibit 2 without volume discounts:

- (1) Alert Services (WestClip and KeyCite Alert of a continuous frequency is an excluded charge; weekly alerts are included in the monthly fee.)
- (2) BNA Databases
- (3) Company Profiles Database
- (4) Dockets
- (5) Dun & Bradstreet products, Criminal Records Databases/ARREST-ALL, Real Property Reports, PeopleFinder Reports, product surcharges and WATCHLIST
- (6) Enflex Databases
- (7) GSI on Westlaw Library Databases
- (8) LRP Secondary Databases (non-JV)
- (9) PDF Charges (including, but not limited to Attorney Medical Advantage, Briefs, Dockets, Experian Smart Business Reports, Investext and Patent Image)
- (10) Profiler Databases
- (11) Premier Databases
- (12) Specialty Databases
- (13) West Reporter Images
- (14) Westlaw CourtExpress Document Research & Retrieval
- (15) Westlaw Case Calendaring
- (16) Westlaw Legal Calendaring
- (17) Westlaw Cite Advisor
- (18) Westlaw Tax
- (19) Westlaw Ancillary Only Library Databases
- (20) Colorado Elder Practitioner Essentials Library Databases

- (21) Charges for any third party Westlaw Feature(s) released during the Term
- (22) Credit Header and Driver Wallet Library Databases (exclusion effective July 1, 2013)
- (23) Public Records Databases and Services (including EDGAR, Disclosure Company Index, Westlaw Public Records Databases and Services and People Finder) (exclusion effective July 1, 2013).

“H. **Maximum Contract Liability.**

- (1) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Vendor under the terms of this Agreement for any amount in excess of the sum of **ONE MILLION ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO/.00 (\$1,125,000.00)**. Vendor acknowledges that any work performed by Vendor beyond that specifically authorized by the City is performed at Vendor’s risk and without authorization under this Agreement.
- (2) It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. Vendor acknowledges that (a) the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.”

“I. **Print Products.** During the Term of this Agreement and any renewal period, Subscriber shall receive a 50% discount from the ongoing subscription update charges for Subscriber's West print product subscriptions set forth on **Exhibit 1-A**, attached and incorporated by reference herein; provided, that Subscriber maintains current the Westlaw account under the terms set forth in this paragraph. During the Term, Subscriber agrees not to terminate its subscriptions to the West print products set forth on Exhibit 1-A. At the end of the Term and the renewal options, the above print discount expires, and Subscriber shall be billed at then-current rates for any on-going subscriptions the Subscriber chooses to maintain.”

3. A new article number 34 entitled “ELECTRONIC SIGNATURES AND RECORDS” is added to the Agreement as follows:

34. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

4. Attached to this Second Amendment is Exhibit 2.1 which consists of the WEST MASTER SOFTWARE SUBSCRIBER AGREEMENT and an exhibit for the services. Exhibit 2.1 is incorporated into the Agreement for the provision of the services described in the exhibit for the West Drafting Assistant product. It is agreed that Section 10.4 “Governing Law and Assignment” of the WEST MASTER SOFTWARE SUBSCRIBER AGREEMENT shall be of no effect and that any interpretation of the Subscriber Agreements and exhibit be consistent with the Agreement.

5. Except as amended herein, the Agreement is affirmed and ratified in each and every particular.

6. This Amendatory Agreement may be executed in two (2) counterparts, each of which is an original and constitute the same instrument.

EXHIBITS:

3-B-Databases,

1-A Print Products

2.1- WEST MASTER SOFTWARE SUBSCRIBER AGREEMENT and exhibit thereto

Exhibit 3-B



THOMSON REUTERS

WestlawPRO

All State and Federal Briefs

Current as of April 19, 2013, individual databases are subject to change at any time

All Federal Briefs

Database Name	
Federal Briefs All	FED-BRIEF-ALL
US Court of Appeals for the First Circuit Briefs	CTA1-BRIEF
US Court of Appeals for the Second Circuit Briefs	CTA2-BRIEF
US Court of Appeals for the Third Circuit Briefs	CTA3-BRIEF
US Court of Appeals for the Fourth Circuit Briefs	CTA4-BRIEF
US Court of Appeals for the Fifth Circuit Briefs	CTA5-BRIEF
US Court of Appeals for the Sixth Circuit Briefs	CTA6-BRIEF
US Court of Appeals for the Seventh Circuit Briefs	CTA7-BRIEF
US Court of Appeals for the Eighth Circuit Briefs	CTA8-BRIEF
US Court of Appeals for the Ninth Circuit Briefs	CTA9-BRIEF
US Court of Appeals for the Tenth Circuit Briefs	CTA10-BRIEF
US Court of Appeals for the Eleventh Circuit Briefs	CTA11-BRIEF
US Court of Appeals Briefs	CTA-BRIEF
US Court of Appeals for the District of Columbia Circuit Criminal Briefs	CTADC-CRBRIEF
US Court of Appeals for the Federal Circuit Criminal Briefs	CTAF-CRBRIEF
US Court of Appeals for the First Circuit Criminal Briefs	CTA1-CRBRIEF
US Court of Appeals for the Second Circuit Criminal Briefs	CTA2-CRBRIEF
US Court of Appeals for the Third Circuit Criminal Briefs	CTA3-CRBRIEF
US Court of Appeals for the Fourth Circuit Criminal Briefs	CTA4-CRBRIEF
US Court of Appeals for the Fifth Circuit Criminal Briefs	CTA5-CRBRIEF
US Court of Appeals for the Sixth Circuit Criminal Briefs	CTA6-CRBRIEF
US Court of Appeals for the Seventh Circuit Criminal Briefs	CTA7-CRBRIEF
US Court of Appeals for the Eighth Circuit Criminal Briefs	CTA8-CRBRIEF

US Court of Appeals for the Ninth Circuit Criminal Briefs	CTA9-CRBRIEF
US Court of Appeals for the Tenth Circuit Criminal Briefs	CTA10-CRBRIEF
US Court of Appeals for the Eleventh Circuit Criminal Briefs	CTA11-CRBRIEF
US Court of Appeals Criminal Briefs	CTA-CRBRIEF
United States Court of Appeals for the Armed Forces Criminal Briefs	CTA-MIL-CRBRIEF
United States Court of Appeals Criminal Petitions	CTA-CRPETITION
US Court of Appeals for the District of Columbia Circuit Briefs	CTADC-BRIEF
US Court of Appeals for the Federal Circuit Briefs	CTAF-BRIEF
United States Court of Appeals for the Armed Forces Briefs	CTA-MIL-BRIEF
United States Court of Appeals Petitions	CTA-PETITION
U.S. Supreme Court Criminal Briefs	SCT-CRBRIEF
Federal Bankruptcy Briefs	FBKR-BRIEF
Federal Criminal Justice Briefs	FED-CRBRIEF-ALL
Federal Environmental Briefs	FENV-BRIEF
Federal Immigration Briefs	FIM-BRIEF
Federal Insurance Briefs	FIN-BRIEF
Federal Intellectual Property Briefs	FIP-BRIEF
Federal Labor and Employment Briefs	FLB-BRIEF
Federal Pension and Retirement Benefits Briefs	FPEN-BRIEF
Federal Patent Briefs	FPT-BRIEF
Federal Securities Brief	FSEC-BRIEF
Federal Trademark Briefs	FTM-BRIEF
Federal Taxation Briefs	FTX-BRIEF
Federal Taxation–Tax Court Briefs & Petitions	FTX-TCBRIEF
U.S. Supreme Court Briefs	SCT-BRIEF
U.S. Supreme Court Criminal Briefs	SCT-CRBRIEF
U.S. Supreme Court Criminal Briefs & Petitions	SCT-CRBRIEF-ALL
U.S. Supreme Court Briefs Multibase	SCT-BRIEF-ALL
United States Supreme Court Joint Appendices	SCT-JA
Petition for Writ of Certiorari to the US Supreme Court	SCT-PETITION
United States Supreme Court Criminal Petitions	SCT-CRPETITION

All State Briefs

Page audit complete

Alaska Briefs Multibase	AK-BRIEF-ALL
Alaska Court of Appeals Briefs	AK-APP-BRIEF
Alaska Supreme Court Briefs	AK-SCT-BRIEF
Alabama Supreme Court Briefs	AL-SCT-BRIEF
Arkansas Court of Appeals Briefs	AR-APP-BRIEF
Arkansas Briefs Multibase	AR-BRIEF-ALL
Arkansas Family Law Briefs	AR-FAM-BRIEF
Arkansas Supreme Court Briefs	AR-SCT-BRIEF
Arizona Supreme Court Briefs	AZ-SCT-BRIEF
California Court of Appeals Briefs	CA-APP-BRIEF
California Court of Appeals Criminal Briefs	CA-APP-CRBRIEF
California Court of Appeal Petitions	CA-APP-PETITION
California Supreme Court Briefs	CA-BRIEF
California Supreme Court Criminal Briefs	CA-SCT-CRBRIEF
California Supreme Court Criminal Briefs	CA-CRBRIEF
California Briefs & Petitions Multibase	CA-BRIEF-ALL
California Family Law Briefs	CA-FAM-BRIEF
California Supreme Court Petitions	CA-SCT-PETITION
Colorado Family Law Briefs	CO-FAM-BRIEF
Colorado Supreme Court Briefs and Petitions	CO-SCT-BRIEF
Connecticut Briefs Multibase	CT-BRIEF-ALL
Connecticut Supreme Court Briefs	CT-SCT-BRIEF
Delaware Family Law Briefs	DE-FAM-BRIEF
Delaware Supreme Court Briefs	DE-SCT-BRIEF
District of Columbia Court of Appeals Briefs	DC-COA-BRIEF
Florida Family Law Briefs	FL-FAM-BRIEF
Florida Supreme Court Briefs	FL-SCT-BRIEF
Florida Criminal Briefs Multibase	FL-CRBRIEF-ALL
Georgia Court of Appeals Briefs	GA-APP-BRIEF

Georgia Briefs Multibase	GA-BRIEF-ALL
Georgia Family Law Briefs	GA-FAM-BRIEF
Georgia Supreme Court Briefs and Petitions	GA-SCT-BRIEF
Hawaii Intermediate Court of Appeals Briefs	HI-APP-BRIEF
Idaho Family Law Briefs	ID-FAM-BRIEF
Idaho Supreme Court Briefs	ID-SCT-BRIEF
Illinois Appellate Court Briefs	IL-APP-BRIEF
Illinois Appellate Court Criminal Briefs	IL-APP-CRBRIEF
Illinois Briefs and Petitions Multibase	IL-BRIEF-ALL
Illinois Family Law Briefs	IL-FAM-BRIEF
Illinois Supreme Court Briefs and Petitions	IL-SCT-BRIEF
Illinois Court Briefs and Criminal Briefs	IL-SCT-CRBRIEF
Indiana Court of Appeals Briefs	IN-APP-BRIEF
Indiana Briefs & Petition Multibase	IN-BRIEF-ALL
Indiana Family Law Briefs	IN-FAM-BRIEF
Indiana Supreme Court Briefs and Petitions	IN-SCT-BRIEF
Iowa Supreme Court Briefs	IA-SCT-BRIEF
Kansas Court of Appeals Briefs & Petitions	KS-APP-BRIEF
Kansas Briefs Multibase	KS-BRIEF-ALL
Kansas Family Law Briefs	KS-FAM-BRIEF
Kansas Supreme Court Briefs	KS-SCT-BRIEF
Kentucky Family Law Briefs	KY-FAM-BRIEF
Kentucky Supreme Court Briefs	KY-SCT-BRIEF
Louisiana Supreme Court Briefs	LA-SCT-BRIEF
Louisiana Supreme Court Criminal Briefs	LA-SCT-CRBRIEF
Louisiana Court of Appeals Criminal Briefs	LA-APP-CRBRIEF
Maine Supreme Judicial Court Briefs	ME-SCT-BRIEF
Massachusetts Appeals Court Briefs	MA-APP-BRIEF
Massachusetts Appeals Court Criminal Briefs	MA-APP-CRBRIEF
Massachusetts Briefs and Petitions Multibase	MA-BRIEF-ALL
Massachusetts Family Law Briefs	MA-FAM-BRIEF
Massachusetts Supreme Judicial Court Briefs and Petitions	MA-SCT-BRIEF

Massachusetts Supreme Judicial Court Briefs and Petitions	MA-SCT-CRBRIEF
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Maryland Court of Special Appeals Briefs	MD-COSA-BRIEF
Maryland Family Law Briefs	MD-FAM-BRIEF
Michigan Briefs Multibase	MI-BRIEF-ALL
Michigan Family Law Briefs	MI-FAM-BRIEF
Michigan Court of Appeals Briefs	MI-APP-BRIEF
Michigan Supreme Court Briefs	MI-SCT-BRIEF
Minnesota Court of Appeals Briefs	MN-APP-BRIEF
Minnesota Briefs Multibase	MN-BRIEF-ALL
Minnesota Family Law Briefs	MN-FAM-BRIEF
Minnesota Supreme Court Briefs	MN-SCT-BRIEF
Missouri Court of Appeals Briefs	MO-APP-BRIEF
Missouri Briefs Multibase	MO-BRIEF-ALL
Missouri Supreme Court Briefs	MO-SCT-BRIEF
Mississippi Family Law Briefs	MS-FAM-BRIEF
Mississippi Supreme Court Briefs	MS-SCT-BRIEF
Montana Briefs Multibase	MT-BRIEF-ALL
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Montana Supreme Court Briefs	MT-SCT-BRIEF
North Carolina Appellate Court Briefs	NC-APP-BRIEF
North Carolina Briefs & Petitions Multibase	NC-BRIEF-ALL
North Carolina Family Law Briefs	NC-FAM-BRIEF
North Carolina Supreme Court Briefs and Petitions	NC-SCT-BRIEF
North Dakota Family Law Briefs	ND-FAM-BRIEF
North Dakota Supreme Court Briefs	ND-SCT-BRIEF
Nebraska Supreme Court Briefs	NE-SCT-BRIEF
Nebraska Court of Appeals Briefs	NE-APP-BRIEF
Nevada Supreme Court Briefs	NV-SCT-BRIEF
New Hampshire Supreme Court Briefs	NH-SCT-BRIEF
New Mexico Supreme Court Briefs & Petitions	NM-SCT-BRIEF

New Jersey Supreme Court, Appellate Division Briefs	NJ-APP-BRIEF
New Jersey Briefs Multibase	NJ-BRIEF-ALL
New Jersey Briefs Supreme Court Briefs & Petitions	NJ-SCT-BRIEF
New York Supreme Court, Appellate Division Briefs	NY-APP-BRIEF
New York Supreme Court, Appellate Division Criminal Briefs	NY-APP-CRBRIEF
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New York Court of Appeals Criminal Briefs	NY-COA-CRBRIEF
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Ohio Court of Appeals Criminal Briefs	OH-APP-CRBRIEF
Ohio Family Law Briefs	OH-FAM-BRIEF
Ohio Supreme Court Briefs	OH-SCT-BRIEF
Ohio Supreme Court Criminal Briefs	OH-SCT-CRBRIEF
Oklahoma Supreme Court Briefs	OK-SCT-BRIEF
Oregon Briefs Multibase	OR-BRIEF-ALL
Oregon Supreme Court Briefs	OR-SCT-BRIEF
Oregon Court of Appeals Briefs	OR-APP-BRIEF
Pennsylvania Superior Court Briefs	PA-APP-BRIEF
Pennsylvania Superior Court Criminal Briefs	PA-APP-CRBRIEF
Pennsylvania Briefs and Petitions Multibase	PA-BRIEF-ALL
Pennsylvania Commonwealth Court Briefs and Petitions	PA-CMWLTH-BRIEF
Pennsylvania Family Law Briefs	PA-FAM-BRIEF
Pennsylvania Supreme Court Briefs	PA-SCT-BRIEF
Pennsylvania Supreme Court Criminal Briefs	PA-SCT-CRBRIEF
Pennsylvania Superior Court Criminal Briefs	PA-APP-CRBRIEF
Rhode Island Supreme Court Briefs	RI-SCT-BRIEF
South Carolina Supreme Court Briefs	SC-SCT-BRIEF
South Carolina Briefs Multibase	SC-BRIEF-ALL
South Carolina Court of Appeals Briefs	SC-APP-BRIEF
South Dakota Supreme Court Briefs	SD-SCT-BRIEF

State Briefs All	STATE-BRIEF-ALL
Tennessee Supreme Court Briefs	TN-SCT-BRIEF
Texas Court of Appeals Briefs	TX-APP-BRIEF
Texas Court of Appeals Criminal Briefs	TX-APP-CRBRIEF
Texas Briefs and Petitions Multibase	TX-BRIEF-ALL
Texas Court of Criminal Appeals Briefs and Petitions	TX-COCA-BRIEF
Texas Supreme & Court of Criminal Appeals Briefs	TX-COCA-CRBRIEF
Texas Family Law Briefs	TX-FAM-BRIEF
Texas Supreme Court Briefs and Petitions	TX-SCT-BRIEF
Utah Court Of Appeals Briefs	UT-APP-BRIEF
Utah Supreme Court Briefs	UT-SCT-BRIEF
Virginia Supreme Court Briefs	VA-SCT-BRIEF
Virginia Briefs Multibase	VA-BRIEF-ALL
Virginia Court of Appeals Briefs	VA-APP-BRIEF
Vermont Supreme Court Briefs	VT-SCT-BRIEF
Washington Supreme Court Briefs	WA-SCT-BRIEF
Washington Supreme Court Criminal Briefs	WA-SCT-CRBRIEF
Washington Briefs Multibase	WA-BRIEF-ALL
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Washington Court of Appeals Criminal Briefs	WA-APP-CRBRIEF
Wisconsin Appellate Court of Appeals Briefs	WI-APP-BRIEF
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Wisconsin Family Law Briefs	WI-FAM-BRIEF
Wisconsin Criminal Briefs Multibase	WI-CRBRIEF-ALL
Wisconsin Supreme Court Briefs	WI-SCT-BRIEF
West Virginia Supreme Court of Appeals Briefs	WV-SCT-BRIEF
Wyoming Supreme Court Briefs	WY-SCT-BRIEF

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National Admiralty and Maritime Briefs	MRT-BRIEF
National Business and Commercial Briefs	BUS-BRIEF
National Civil Rights Briefs	CIV-BRIEF

National Class Action Briefs	CLASS-BRIEF
National Criminal Law Briefs	CJBRIEF-ALL
National Labor and Employment Briefs	LB-BRIEF
National Environmental Law Briefs	ENV-BRIEF
National Government Contract Briefs	GC-BRIEF
National Insurance Law Briefs	INS-BRIEF
Medical Malpractice Briefs	MEDMAL-BRIEF
Family Law Briefs	FAM-BRIEF
Personal Injury Briefs	PI-BRIEF
Products Liability Briefs	PL-BRIEF
Real Property Briefs	RP-BRIEF
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Illinois Labor and Employment Briefs Multibase	IL-LB-BRIEF-ALL
Illinois Medical Malpractice Briefs Multibase	IL-MM-BRIEF-ALL
Illinois Personal Injury Briefs Multibase	IL-PI-BRIEF-ALL
Illinois Products Liability Briefs Multibase	IL-PL-BRIEF-ALL

Illinois Real Property Briefs Multibase	IL-RP-BRIEF-ALL
Illinois Court Briefs and Criminal Briefs	IL-SCT-CRBRIEF
Louisiana Criminal Briefs and Petitions Multibase	LA-CRBRIEF-ALL
Massachusetts Briefs and Petitions Multibase	MA-CRBRIEF-ALL
New York Briefs and Petitions Multibase	NY-CRBRIEF-ALL
Ohio Business and Commercial Briefs Multibase	OH-BUS-BRIEF-ALL
Ohio Civil Rights and Disabilities Briefs Multibase	OH-CIV-BRIEF-ALL
Ohio Criminal Briefs Multibase	OH-CRBRIEF-ALL
Ohio Insurance Briefs Multibase	OH-INS-BRIEF-ALL
Ohio Labor and Employment Briefs Multibase	OH-LB-BRIEF-ALL
Ohio Medical Malpractice Briefs Multibase	OH-MM-BRIEF-ALL
Ohio Personal Injury Briefs Multibase	OH-PI-BRIEF-ALL
Ohio Products Liability Briefs Multibase	OH-PL-BRIEF-ALL
Ohio Real Property Briefs Multibase	OH-RP-BRIEF-ALL
Ohio Supreme Court Criminal Briefs	OH-SCT-CRBRIEF
Pennsylvania Business and Commercial Briefs Multibase	PA-BUS-BRIEF-ALL
Pennsylvania Civil Rights and Disabilities Briefs Multibase	PA-CIV-BRIEF-ALL
Pennsylvania Criminal Briefs Multibase	PA-CRBRIEF-ALL
Pennsylvania Insurance Briefs Multibase	PA-INS-BRIEF-ALL
Pennsylvania Labor and Employment Briefs Multibase	PA-LB-BRIEF-ALL
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Pennsylvania Personal Injury Briefs Multibase	PA-PI-BRIEF-ALL
Pennsylvania Products Liability Briefs Multibase	PA-PL-BRIEF-ALL
Pennsylvania Real Property Briefs Multibase	PA-RP-BRIEF-ALL
Pennsylvania Supreme Court Criminal Briefs	PA-SCT-CRBRIEF
South Carolina Briefs Multibase	SC-BRIEF-ALL
South Carolina Court of Appeals Briefs	SC-APP-BRIEF
Texas Business and Commercial Briefs Multibase	TX-BUS-BRIEF-ALL
Texas Civil Rights and Disabilities Briefs Multibase	TX-CIV-BRIEF-ALL
Texas Criminal Briefs Multibase	TX-CRBRIEF-ALL
Texas Supreme & Court of Criminal Appeals Briefs	TX-COCA-CRBRIEF
Texas Briefs and Petitions Multibase	TX-CRBRIEF-ALL

Texas Insurance Briefs Multibase	TX-INS-BRIEF-ALL
Texas Labor and Employment Briefs Multibase	TX-LB-BRIEF-ALL
Texas Medical Malpractice Briefs Multibase	TX-MM-BRIEF-ALL
Texas Personal Injury Briefs Multibase	TX-PI-BRIEF-ALL
Texas Products Liability Briefs Multibase	TX-PL-BRIEF-ALL
Texas Real Property Briefs Multibase	TX-RP-BRIEF-ALL
Washington Briefs and Petitions Multibase	WA-CRBRIEF-ALL
Wisconsin Criminal Briefs Multibase	WI-CRBRIEF-ALL

Exhibit 1-A
West Print Product Subscriptions

Exhibit 1-A
West Print Product Subscriptions

Sold-To Customer	Ship-To Customer	Product #	Product Description	SAP Qty
1000608708	1000608708	13512842	CIV RIGHTS LITIG HNDBK SUB	1
1000608708	1000608708	17556496	CO COURT RULES STATE & FED SUB	1
1000608708	1000608708	17556496	CO COURT RULES STATE & FED SUB	1
1000608708	1000608708	17556496	CO COURT RULES STATE & FED SUB	2
1000608708	1000608708	17556496	CO COURT RULES STATE & FED SUB	2
1000608708	1000608708	17556496	CO COURT RULES STATE & FED SUB	4
1000608708	1000608708	17556496	CO COURT RULES STATE & FED SUB	1
1000608708	1000608708	13504564	CO JURY INSTRUCTION CIV SUB	1
1000608708	1000608708	13504564	CO JURY INSTRUCTION CIV SUB	1
1000608708	1000608708	13504564	CO JURY INSTRUCTION CIV SUB	1
1000608708	1000608708	14429701	CO JURY INSTRUCTION CRIM SUB	3
1000608708	1000608708	14429701	CO JURY INSTRUCTION CRIM SUB	1
1000608708	1000608708	14429701	CO JURY INSTRUCTION CRIM SUB	1
1000608708	1000608708	40020425	CO PR GENERAL INDEX SUB	1
1000608708	1000608708	21071498	CO PR V1-3A METHODS PR SUB	1
1000608708	1000608708	16167011	CO PR V16 EMPL LAW & PR SUB	1
1000608708	1000608708	17179072	CO PR V16A EMPL LAW & PR HNDBK SUB	1
1000608708	1000608708	11620546	CO PR V17 WORKERS COMP SUB	1
1000608708	1000608708	17050156	CO PR V18 APPELLATE LAW & PR SUB	1
1000608708	1000608708	16340821	CO PR V1A BUS CORP ACT DSKBK SUB	1
1000608708	1000608708	11577637	CO PR V4&5 CIV RULES ANNO SUB	1
1000608708	1000608708	40125585	CO PR V5A CIV LITIG HNDBK SUB	1
1000608708	1000608708	13972886	DRUG TESTING LAW SUB	1
1000508708	1000608708	13513393	EMPL DISCRIM LAW & LITIG SUB (DELETED May 1, 2010)	0
		13516317	POLICE MISCONDUCT: LAW AND LITIGATION, 3d, 2009-2010 ed. (ADDED May 1, 2010)	1
1000608708	1000608708	21061301	FED CIV JUD PROC & RULES SUB	1
1000608708	1000608708	21061301	FED CIV JUD PROC & RULES SUB	2
1000608708	1000608708	21061301	FED CIV JUD PROC & RULES SUB	1
1000608708	1000608708	21061301	FED CIV JUD PROC & RULES SUB	1
1000608708	1000608708	21061301	FED CIV JUD PROC & RULES SUB	1
1000608708	1000608708	21061301	FED CIV JUD PROC & RULES SUB	4

Sold-To Customer	Ship-To Customer	Product #	Product Description	SAP Qty
1000608708	1000608708	21061301	FED CIV JUD PROC & RULES SUB	9
1000608708	1000608708	13515086	LITIG AGE DISCRIM CASES SUB	1
1000608708	1000608708	13516872	SEX- BASED EMPL DISCRIM SUB	1
1000608708	1000608708	13514063	SMOLLA FREEDOM SPEECH SUB	1
1000608708	1000608708	13975494	STATE & LOCAL GOVT CIV RTS LIAB SUB	1

EXHIBIT 2.1

WEST MASTER SOFTWARE SUBSCRIBER AGREEMENT

West Master Software Subscriber Agreement

MASTER AGREEMENT (the "Agreement") entered into between _____ ("Subscriber") and West, a Thomson Reuters business ("West") regarding West Software, as follows:

1. Designation of Licensed Products. The terms and conditions of this Agreement are applicable to various West Software products. Subscriber is licensing the West Software product(s) specified in the applicable Exhibit(s) attached hereto and incorporated herein. In the event of a conflict between the terms and conditions in paragraphs 1 through 12.4 of the Agreement and the terms and conditions of the applicable Exhibit(s), the terms and conditions of the applicable Exhibit(s) shall control.

2. Software License.

2.1. Grant. West grants Subscriber a non-exclusive, non-transferable, limited license to use for the number of Attorneys (as defined below) at its licensed site identified in the applicable Exhibit, the Software listed in the applicable Exhibit hereto, in object code only, in Subscriber's normal course of business (including all currently installed versions and any prepaid Updates, as defined below, included in the initial license, but excluding any new software feature or substantial additional functionality for which West, in its sole discretion, generally charges subscribers of the Software additional software subscription charges) ("Software"). A "Site" means all personal computers, servers or minicomputers (including networked systems) with the same operating system platform at a single location or at different locations which are connected by a single networked system (i.e., any combination of two or more terminals that are electronically linked and capable of sharing the use of a single software product). In addition, Subscriber's personnel who work at or are assigned to the licensed Site may use the Software on personal computers or laptops located off-site. The Software is protected by copyright and various U.S. and international patent applications.

2.2. Copying. Subscriber may make copies of the Software for backup purposes only. Each copy made by Subscriber must include the copyright/proprietary rights notice(s) embedded in and affixed to the Software. All other copying is prohibited.

2.3. Other Restrictions. Subscriber may not publish, transmit, retransmit, disseminate, broadcast, circulate, sell, resell, loan, lease, distribute or transfer Software or copies to third parties, nor reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of the Software. Subscriber may not use Software, nor allow Software to be used, to provide data management or processing services for third parties. Subscriber may not reproduce all or any portion of the Software (except as expressly permitted in this Agreement) or any accompanying user documentation ("Documentation"), or modify, translate or otherwise create derivative works of the Software. Subscriber agrees to notify its employees and agents who may have access to Software of the restrictions contained in this Agreement and to ensure their compliance with these restrictions.

2.4 Server Code (if applicable). The server code portion of the Software ("Server Code") may be used on the server(s) specified in the applicable Exhibit. Subscriber may use the Server Code on other servers in addition to the Specified Server(s) upon payment of the applicable additional license fees to West; provided, however, that if the Specified Server(s) is/are temporarily incapable of operating, the Server Code may be temporarily installed on another server or servers pending repair of the Specified Server(s). "Specified Server" shall mean the application server, or related application servers, in support of the production database utilized by the Software and any equivalent replacement(s) for such server(s). The Specified Server(s) does/do not include any training, testing, backup or other non-production servers.

3. Other Licenses. The Software may be used to access and use various West products and services, including Westlaw ("West Services"). All access to and use of such West Services by means of the Software, including any charges for such access and use, will be governed by the terms of the applicable West user agreement.

4. Title. Subscriber hereby acknowledges and agrees that all right, title and interest in and to the Software, the Documentation and any other related materials are, and shall remain, vested solely in West and other software owners, if any, and Subscriber shall not hold itself out as having any ownership or other rights with respect thereto, except as specifically granted hereunder. Except as expressly permitted herein, Subscriber covenants and agrees that it shall make no use of the Software, the Documentation or any

other related materials without West's prior written consent. Any and all goodwill associated with such rights shall inure directly and exclusively to the benefit of West.

5. Confidential Information.

5.1 West acknowledges that any documents, the contents thereof, or other proprietary or confidential materials expressly designated as confidential that are provided to West by Subscriber during the Term of this Agreement ("Subscriber Confidential Information") are valuable assets of Subscriber. West will take reasonable steps to ensure that the Subscriber Confidential Information is not used or disclosed except as expressly permitted by this Agreement. West will not permit any unaffiliated third party access to, in any manner, the Subscriber Confidential Information, except as provided in this Agreement. Subscriber Confidential Information shall not include information that consists of ideas, concepts, know-how or techniques relating to the enhancement, customization, installation or implementation of the Software. West may access Subscriber's Software server to provide services as provided in this Agreement.

5.2 Subscriber acknowledges and agrees that the Software constitutes a valuable proprietary product of West and that the Software, together with the terms of this Agreement, shall be referred to as the "West Confidential Information." Subscriber will take reasonable steps to ensure that the West Confidential Information is not used or disclosed except as expressly permitted by this Agreement. Subscriber will not permit any third party access to, in any manner, the West Confidential Information, except as provided in this Agreement. Subscriber may permit its independent contractors access to the West Confidential Information to the extent necessary for such contractor's provision of services to Subscriber if such contractor executes a confidentiality agreement with Subscriber or West which prohibits the contractor from using or disclosing the West Confidential Information; provided, however, that such independent contractors may not include any Competitor. A "Competitor" shall mean a third party that is regularly engaged in the business of developing or marketing software that performs the same or similar functions as one or more of the modules of the West software implemented by Subscriber.

6. Charges and Modification of Charges. "Software Subscription Charges" payable by Subscriber for use of the Software will consist of charges for the software license, and initial implementation, consulting, maintenance, and support services as provided in paragraphs 11 and 12 herein. During the Minimum Term as defined herein, Software Subscription Charges shall be billed to Subscriber as set forth in this paragraph 6 and in the applicable Exhibit, attached hereto, or as otherwise agreed to by the parties in writing. Software Subscription Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online; provided, however, that Subscriber's Software Subscription Charges set forth in the applicable Exhibit hereto shall not be modified during the minimum term set forth in the applicable Exhibit ("Minimum Term") following the date West processes Subscriber's order ("Effective Date"). Upon conclusion of the Minimum Term, this Agreement will automatically renew for consecutive twelve (12) month periods ("Renewal Term(s)") unless either party gives notice of non-renewal to the other party at least thirty (30) days in advance of any Renewal Term, including the first Renewal Term. In the event of a change in rates for any Renewal Term, West will provide Subscriber with thirty (30) days written or online notice prior to the end of any Renewal Term. In the event a change in rates is unacceptable to Subscriber, Subscriber may terminate this Agreement upon prior written notice to West any time up to the start of the upcoming Renewal Term. West Software Subscription Charges are exclusive of applicable sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the sole responsibility of Subscriber. Subscriber will pay all invoices in full within thirty (30) days of date of invoice. If full payment is not made, Subscriber may be charged up to the maximum legal interest on any unpaid balance. West may withhold and or delay delivery of software or services if Subscriber fails to comply with this Paragraph 6.

7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

7.1 West warrants that for the period ending ninety (90) days after the first date that Subscriber commences production use of the Software (the

"Warranty Period") the Software will substantially conform to the Documentation (available at west.thomson.com.). THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ANY APPLICABLE SCHEDULE OR LICENSE AGREEMENT, THE SOFTWARE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S AND/OR ITS AFFILIATES' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO THE SOFTWARE WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF SOFTWARE SUBSCRIPTION CHARGES PAID BY SUBSCRIBER RELATIVE TO THE SPECIFIC SOFTWARE FEATURE (i.e., THE SPECIFIC FUNCTION BEING PERFORMED) WHICH IS THE BASIS OF THE CLAIM(S) DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST AND/OR ITS AFFILIATES BE LIABLE TO SUBSCRIBER FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT OR USE OF, OR INABILITY TO USE, THE SOFTWARE, EVEN IF WEST AND/OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER WEST NOR ITS AFFILIATES MAKE ANY WARRANTY THAT ACCESS TO THE SOFTWARE WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF THE SOFTWARE ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA. The performance of the Software varies with various manufacturers' equipment with which it is used. Certain software used by Subscriber may not be capable of supporting the Software. West does not warrant the level of performance of the Software or that earlier versions superseded by new versions (whether or not distributed to Subscriber) will continue to be capable of access to and use with West Services.

7.2 Failures Not Caused by West. West will not be responsible to the extent that the Software fails to perform due to one or more of the following: (1) the malfunction of software not provided by West (2) the malfunction of hardware, (3) Subscriber's negligence or fault, (4) Subscriber's failure to follow the instructions set forth in the Documentation, (5) material changes in the operating environment not authorized by West, (6) modifications to or changes in the Software not made or suggested by West or (7) Subscriber's failure to implement and maintain a proper and adequate backup and recovery system for the West database or user files. If West discovers that a failure is caused by one of the above, West reserves the right to charge Subscriber for its work in investigating such failure. At Subscriber's request and at a fee to be agreed upon, West will thereafter assist Subscriber in resolving such failure. It is Subscriber's responsibility to develop and implement a proper and adequate backup and recovery system.

7.3 Exclusive Remedies. The remedies in paragraphs 8.1 (Infringement Claims), 9 (Term and Termination), and 11.5 and 12.4 (Remedies) are Subscriber's exclusive remedies and are in lieu of all other legal or equitable remedies and all liabilities or obligations on the part of West for damages (except for bodily injury) arising out of, relating to, or in connection with this Agreement, including, but not limited to, the licensing, delivery, installation, use or performance of the Software or the integration of the Software with other software or hardware.

8. Indemnification.

8.1 Infringement Claims. At its sole expense, West shall defend, indemnify and hold Subscriber harmless from copyright, trade secret and U.S. patent infringement claims based upon the Software in the form delivered by West, including paying any judgment, attorney fees, costs and expenses associated with such claim.

8.2 Without limiting its obligations under paragraph 8.1, in the event a claim of infringement or misappropriation is made against West or Subscriber with respect to the Software, West, for the purpose of settling such claim, may, at its option, in respect of such allegedly infringing Software:

- (i) substitute fully equivalent non-infringing software; or
- (ii) modify the Software so that it no longer infringes but remains functionally equivalent.

If, as a result of such claim, Subscriber or West is permanently enjoined from using the Software by a final, non-appealable decree from a court of competent jurisdiction, West will take one or both of the actions set forth in (i) and (ii) above or will obtain for Subscriber at West's expense the right to continue to use the Software.

8.3 West's obligation to indemnify Subscriber pursuant to this paragraph 8 is contingent upon West being given prompt notice and control of, and detailed information with regard to, any such claim, suit or proceeding. Subscriber shall have the right to participate at its own cost in the defense of any such claim or action through legal counsel of its choosing. Subscriber shall not settle any such claim or action without West's prior written consent.

8.4 This paragraph 8 contains West's entire indemnification obligation and the exclusive remedies of Subscriber with regard to any claimed infringement arising out of or based upon the Software used by Subscriber.

9. Term and Termination.

9.1 This Agreement will become effective upon approval and acceptance by West, and will continue in effect for the Minimum Term as set forth in the applicable Exhibit. This Agreement will renew thereafter pursuant to paragraph 6 (Charges and Modification of Charges) herein. Notwithstanding the foregoing, (i) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties; (ii) Subscriber may terminate this Agreement immediately upon giving written notice of termination to West after receiving notice of an amendment (as permitted under paragraph 10.1) which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber; (iii) either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement; and (iv) either party may terminate this Agreement as provided in paragraph 6 (Charges and Modification of Charges) above.

9.2 Upon the termination of this Agreement, Subscriber's license and right to use the Software or any part thereof shall end immediately and within thirty (30) days of such termination, Subscriber shall return to West the Software, the Documentation, and any other documents, manuals, data, information or materials furnished by West, as well as any copies thereof and shall destroy any embodiments of these materials stored in or on a reusable electronic or similar medium, including but not limited to memory, disk packs, tape, and other peripheral devices, and certify such destruction in writing to West.

10. General Provisions.

10.1 Effect of Agreement. This Agreement (including any applicable Exhibits attached hereto) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Furthermore, this Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Software. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least thirty (30) days prior written notice. During the thirty (30) days following such notice, Subscriber may request in writing to West that the parties enter into good faith negotiations regarding the new terms and conditions. If the parties do not reach an understanding and do not execute a mutually agreeable amendment to this Agreement within thirty (30) days thereafter, Subscriber may terminate this Agreement pursuant to paragraph 9.1(ii) herein upon written notice to West. Notwithstanding the foregoing, Subscriber may, at its option and with written notice to West, continue its access to and use of the Software for twelve (12) calendar months from the date termination pursuant to paragraph 9.1(ii) herein would otherwise be effective ("Transition Period"), under the terms and conditions (including pricing terms set forth in the applicable Exhibit hereto) of this Agreement, as modified by the new amendment. During the Transition Period, West shall be relieved of its obligations under paragraphs 11 and 12 of this Agreement. Any other amendment must be in writing and signed by both parties. West, as used herein, applies to West Publishing Corporation, Thomson Reuters Applications Inc., West Services, Inc., Thomson Reuters (Legal) Inc., Westlaw Business Services, and their affiliates.

10.2 Force Majeure. West shall not be liable for any delay or failure in performing hereunder if caused by factors beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

10.3 Notices. Except as otherwise provided herein, all notices must be in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164 - 1803, Attention: Customer Service, and to Subscriber at the address first set forth below.

10.4 Governing Law and Assignment. This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion may

be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement. West, as used herein, applies to West Publishing Corporation, Thomson Reuters Applications Inc., West Services Inc., Thomson Reuters (Legal) Inc., and their affiliates.

10.5 Limitation of Claims. Except for claims brought by West relating to the Software Subscription Charges or improper use of the Software, no claim, regardless of form, which in any way arises out of this Agreement, may be brought more than one year after the basis for the claim becomes known to the party desiring to assert it.

10.6 Export Laws. The Software and its related Documentation may not be exported or reexported in violation of the U.S. Foreign Corrupt Practices Act and its implementing regulations, the U.S. Export Administration Act and its implementing regulations or any other applicable laws, rules and regulations. Subscriber shall bear all expenses relating to any necessary licenses and/or exemptions with respect to the export from the United States of the Software to any location so as to be in compliance with all applicable laws, rules and regulations.

10.7 U.S. Government Restricted Rights. Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Product clause in DFARS 252.227-7013, or in subdivision (c)(1) and (c)(2) of the Commercial Computer Product - Restricted Rights clause at 48 CFR 52.227-19, as applicable, and in similar clauses in the NASA FAR Supplement.

10.8 Ideas and Concepts. Any and all title, ownership rights, and intellectual property rights concerning any ideas, concepts, suggestions, materials and the like that Subscriber provides to West regarding the Software shall become the exclusive property of West and may be used for its business purposes in its sole discretion without any payment, accounting, remuneration or attribution to Subscriber.

10.9.Survival. Paragraphs 4 (Title), 5 (Confidential Information), 6 (Charges and Modification of Charges), 7 (Disclaimer of Warranties and Limitation of Liability), 8 (Indemnification), 9 (Term and Termination), 10 (General Provisions), 11.5 (Remedies); and 12.4 (Remedies) shall survive any termination of this Agreement.

11. Maintenance Terms.

11.1 Maintenance Services. Maintenance Services consist of the following:

11.1.1 Updates. West may provide Updates for the Software to Subscriber. Updates shall mean any periodic Software releases, if any, for purposes of 1) providing minor new functionality or features, or 2) resolving technological issues related to Subscriber's then-current Version (as defined below) of the Software. Subscriber will be responsible for installing such Updates.

11.1.2 Telephone Support. West will provide telephone support for purposes of handling Subscriber questions relating to the operation of the Software. Telephone support is provided by West Customer and Technical Support Representatives at 1-800-937-8529 or other such telephone number as set forth in the applicable Exhibit.

11.2 West Obligations.

11.2.1 West's obligations hereunder will extend only to (a) the Updates and Versions of the Software provided to Subscriber by West (see the applicable Exhibit); and (b) Software that has not been modified or altered in any way by anyone other than West. As used herein, "Version" means a new release of the Software (outside a point release) that includes a major revision, alteration, improvement, modification, or the like, to the current Software release.

11.2.2 Maintenance Services will not include services for the items for which West is not responsible set forth in paragraph 7.2 of this Agreement.

11.3 Subscriber Obligations.

11.3.1 Cooperation. Subscriber shall insure that West's personnel are provided with such information under Subscriber's control as is reasonably necessary to enable West to comply with its obligations hereunder.

11.3.2 Updates and New Versions. In the event that West determines that any of Subscriber's reported maintenance problems cannot be resolved due to Subscriber's failure to install Updates or procure new Versions of the Software, Subscriber will be given a reasonable opportunity to install such Updates or procure a new Version. If, after such opportunity, Subscriber fails

or otherwise refuses to install such Updates or procure such new Version, West shall be relieved of its obligations under this paragraph 11.

11.4 Exclusions.

11.4.1 Except as otherwise set forth in the applicable Exhibit hereto, West's obligations hereunder shall extend only to: (a) the latest Update of the Software provided to Subscriber by West; and (b) software that has not been modified or altered in any way by anyone other than West or under West's direction.

11.4.2 Maintenance Services shall not include services for the items for which West is not responsible as set forth in subparagraph 7.2 of this Agreement.

11.5 Remedies.

11.5.1 Remedy. Subscriber's exclusive remedy under this paragraph 11 shall be replacement of any defective CD/DVD-ROM, if any, upon which the Software is provided upon its return to West within sixty (60) days from the date of Subscriber's receipt of the Software.

11.5.2 Disclaimer. **In no event will West be liable for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other type of damages, arising out of this Agreement or the use of the Software licensed hereunder, even if West has been advised of the possibility of such damages.**

12. Implementation and Training Services.

12.1 Installation of the Software. West and Subscriber shall cooperate to identify the hardware and related communications equipment necessary for installation of the Software. Installation of all hardware and supporting software so that minimum configuration requirements for installation of the Software are met is the responsibility of Subscriber. Once the configuration of the hardware, including the operating system, conforms to the minimum configuration requirements provided by West, West shall provide instructions for the download and install of the Software ("Installation").

12.2 Subscriber Obligations. When West performs any services at Subscriber's facility, Subscriber shall be responsible for providing a safe and appropriate work space and access to all terminals, materials and related resources that may be reasonably required by West for timely performance of its obligations hereunder. Subscriber shall provide to West in a timely manner any information, assistance, review, feedback or approvals that are the responsibility of Subscriber hereunder.

12.3 Training. West shall make training available to Subscriber, pursuant to the applicable Exhibit, at locations and times to be mutually determined by West and Subscriber.

12.4 Remedies. Subscriber's sole remedy for West's material breach of its obligations under this paragraph 12 will be to have West reperform the defective services so that they conform to the specifications provided herein. If West is unable after a reasonable time to provide conforming services, and the services relate to the initial implementation of the Software, Subscriber may terminate the Agreement pursuant to subparagraph 7.3 thereof if such defective services cause the Software to fail to conform to the Documentation provided with the Software.

SUBSCRIBER

Signature _____

Name (please print) _____

Title _____

Date _____

Firm Name _____

Address _____

Contact _____

Telephone _____

E-mail Address _____

Sales Representative _____

WEST, A THOMSON REUTERS BUSINESS

Signature _____

Name (please print) _____

Title _____

Date _____



Subscriber: City of Denver – Office of the City Attorney

WESTLAW SOFTWARE U.S. PER USER AND SOFTWARE SUBSCRIPTION CHARGES EXHIBIT

1. Westlaw Software to be provided is as follows:

- **Westlaw Drafting Assistant with Case Analysis version V2/V3 (10 Users)**
- **Westlaw Drafting Assistant – Transactional (10 Users)**

2. Software Subscription Charges.

- (a) In the event Subscriber requests access to the Software for additional User(s) during the Minimum Term or any Renewal Term (as defined below), the parties agree to enter into good faith negotiations regarding the Software Subscription Charges.
- (b) The Software Subscription Charges are due and payable as follows:

From May 1, 2013 through July 31, 2018 ("Minimum Term"), West shall bill and Subscriber shall pay monthly Software Subscription Charges ("Monthly Software Subscription Charges") as set forth below:

- From May 1, 2013 through July 31, 2013 ("Period 1"), the Period 1 Monthly Software Subscription Charges shall be \$0.
- From August 1, 2013 through July 31, 2014 ("Period 2"), the Period 2 Monthly Software Subscription Charges shall be \$625.
- From August 1, 2014 through July 31, 2015 ("Period 3"), the Period 3 Monthly Software Subscription Charges shall be \$638.
- From August 1, 2015 through July 31, 2016 ("Period 4"), the Period 4 Monthly Software Subscription Charges shall be \$651.
- From August 1, 2016 through July 31, 2017 ("Period 5"), the Period 5 Monthly Software Subscription Charges shall be \$664.
- From August 1, 2017 through July 31, 2018 ("Period 6"), the Period 5 Monthly Software Subscription Charges shall be \$677.

- (c) During the Minimum Term and any Renewal Term, Subscriber may install Software and be issued passwords for its Attorneys (as defined below), and for its non-attorney employees, e.g., paralegals, litigation support personnel, legal assistants, legal secretaries, information technology personnel, (collectively, "Users" or "Seats"). Notwithstanding the foregoing, the parties agree to enter into good faith negotiations regarding the terms and conditions of this Agreement, if either party deems there is a material change in Subscriber's organizational structure (currently up to 94 attorneys who are partners, shareholders or members of or who are otherwise employed by Subscriber ("Attorneys")), including, but not limited to merger, acquisitions, significant increase in the number of Attorneys, divestitures or downsizing.
- (d) Payment of Software Subscription Charges shall be in accordance with paragraph 6 (Charges and Modification of Charges) in the West Master Software Subscriber Agreement. Additional services or training in addition to those already purchased may be purchased under a separate Additional Services Agreement or the Professional Services Agreement.

3. Updates and Versions.

West shall provide periodic point releases (e.g., minor enhancements and/or improvements, patches, fixes, or

the like to the Software) ("Updates"), if any, to Subscriber as part of the West Software Subscription Charges. During the Minimum Term, new Versions of the Software (e.g., major enhancements and/or improvements to the Software) will be included in Software Subscription Charges. However, West will provide technical support for only the most current Version and the immediately preceding Version of the Software.

4. Other Restrictions.

Outside the United States and Canada, West Westlaw Software products may not be used for the purpose of providing court reporting and associated training services or similar transcription services, except as expressly authorized by West.

5. Perpetual License.

Notwithstanding anything contained in the West Software Subscriber Agreement or this Exhibit, West grants Subscriber a non-exclusive, non-transferable, perpetual license to use the most current Version licensed by Subscriber of LiveNote SR, Westlaw Case Notebook (Transcripts), Westlaw Case Notebook desktop software, Westlaw Case Notebook with Research Only, Westlaw Case Logistix, or Way Point software in read-only mode for purposes of archival evidence management only to provide access to Subscriber's historical evidence (transcripts, exhibits, documents, pleadings, research, and/or video) and work product for the number of Attorneys and at the licensed site(s) set forth herein pursuant to the terms and conditions of paragraph 2 of the West Master Software Agreement. Such archival evidence management shall not include any customer support, import of new evidence, update of historical evidence, access to real-time transcripts, software updates, training, other maintenance, and the like.

6. Subscriber Locations.

The West Master Software Subscriber Agreement and this Exhibit shall be effective for the Subscriber locations set forth herein.

7. West Telephone Support.

West will provide telephone support for purposes of handling Subscriber questions relating to the operation of Westlaw Software at 1-800-290-WEST (1-800-290-9378).

8. Order of Precedence.

In the event of a conflict between the terms and conditions in paragraphs 1 through 12.4 of the West Master Software Subscriber Agreement and the terms and conditions of this Exhibit, the terms and conditions of this Exhibit shall control. Any amendment of the terms and conditions in this Exhibit must be in writing and signed by both parties.

9. FOR DRAFTING ASSISTANT ONLY:

- (a) **Data License Grant.** (i) Subscriber is granted a non-exclusive, non-transferable, limited license to access and use certain Westlaw data as part of the Software functionality. Subscriber is licensed to use such data ("Data", which includes "Downloaded Data" as defined below) solely in the regular course of its business-related research and related work. Except as otherwise provided with respect to certain Data, the license includes the right to download and temporarily store insubstantial portions of Data ("Downloaded Data") to a storage device under Subscriber's exclusive control solely (A) to display internally such Downloaded Data and (B) to create specific documents and forms, and to quote and excerpt from such Downloaded Data (appropriately cited and credited) by electronic cutting and pasting or other means in specific forms, memoranda, briefs and similar work product created by

Subscriber in the regular course of its research and work. Subscriber may also create printouts of Data for internal use and for distribution to third parties if such third parties agree not to further distribute the printouts. Direct transmission of electronic copies of documents and forms which have not been modified for a specific matter by Subscriber is prohibited.

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City of Denver – Office of the City Attorney

Signature _____

Name (please print) _____

Title _____

Date _____

Date and Time Received by West in St. Paul, Minnesota:

Subscriber Name _____

Address _____

Contact _____

Telephone _____

E-mail Address _____

Sales Representative _____

West, a Thomson Reuters business

Signature _____

Name (please print) _____

Title _____

Date _____

This offer expires April 29, 2013 at 7:00 p.m. CT.

**MKB
4/3/2013**

Bill To Information:

Does Subscriber require a separate invoice for Westlaw Software Subscription Charges: Yes No

If yes, please complete section below:

Bill To Acct #			
Account Name			
Attention Name			
Address			
City	State	Zip	Country
Contact Telephone		Contact E-Mail Address	

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Check if one administrator across all firm locations and complete information below. List additional administrators (if applicable) for branch locations

Administrator Locations (City/State)	Administrator (minimum of 1 required)	E-Mail Address	% of Total Users by Location ²
Denver, CO			

¹ Administrator must also be listed as a User if block subscription

² Taxes for Software Subscription Charges will be based on the user allocation percentage by location provided by Subscriber above

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: ATTNY-CE85004-02

Contractor Name: THOMSON WEST

By: *[Signature]*

Name: Jonathan Jordan
(please print)

Title: Financial Analyst
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

