

WEST ORDER FORM - TEXAS CALIR SERVICES
CONTRACT #2010-001
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/587-8000



Check West account status below as applicable:		Rep Name & Number Clarissa Carter 30825		REQUIRED	
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)				
Existing with no changes <input checked="" type="checkbox"/>	Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)				
Acct # 1000100165	Quote # _____	PO # _____	Date June 16, 2014		
Name/Subscriber JOHNSON COUNTY ATTORNEY		Bill To Acct # _____			
Order Confirmation Contact Name BILL MOORE					
E-Mail [redacted]@johnsoncountytx.org					
Password Contact Name (for password delivery) _____		AMY PARDO			
E-Mail _____		AmyP@johnsoncountytx.org			
Time and Billing Contact Name _____					
E-Mail _____					
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"/>	IF NEEDED
Name _____		Attn: _____			
Address _____		State/Floor _____			
City _____		State _____	County _____	Zip _____	

WestlawPRO™/CD-ROM/Practice Solutions/Software/West LegalEdcenter Products

Full Sec #	WestlawPRO/CD-ROM/ Practice Solutions/Software/WL.Ec Products	Quantity *	Monthly Rate Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly Charges
N/A	WLNext All Primary Option 6	9		\$85		\$765
	Related Documents	9		\$31		\$279
	Texas Graphical Bundle	9		\$19		\$171
	Texas FormFinder	9		\$9		\$81

Notes: **TX MSA CALIR Option 6 WestlawNext or CALIR Local Option C**

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Conc. Patron Users, Active Legal Holdrs, Quantity of Additional Storage.
 Total Monthly Charges \$ 1,296.

TEXAS CALIR SERVICES
 Monthly charges, annual increases, and term dates for the Basic Core, Specialized, Investigative Options and Solutions are specifically defined under the TEXAS CALIR Contract. The annual period, for purposes of price increases and renewal dates, runs from February 1 through January 31 of each year for the term of the TEXAS CALIR Contract.

TERMS BELOW APPLICABLE ONLY FOR SPECIAL/CUSTOMIZABLE OFFERS UNDER TEXAS CALIR CONTRACT#2010-001
 Monthly charges ("Monthly Charges"), are billed on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). Upon conclusion of the Minimum Term, charges for CD-ROM products are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term for non-CD-ROM products the Monthly Charges will be billed as set forth herein. Any additional users added to any existing Per User WestlawPRO and/or CD-ROM product licensed by Subscriber from West shall be tied to the Minimum Term of the underlying Order Form for each product(s).

____ Subscriber's Initials for 24 Month Minimum Term Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly Charges for the second 12 months not to increase by more than _____% over the Monthly Charges for the initial 12 months.

____ Subscriber's Initials for 36 Month Minimum Term Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly Charges for the second 12 months not to increase by more than _____% over the Monthly Charges for the initial 12 months and the Monthly Charges for the third 12 months not to increase by more than _____% over the Monthly Charges for the second 12 months.

Government Subscribers Only. Upon conclusion of the Minimum Term, Monthly Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly Charges (after the Minimum Term) may be modified as set forth in the respective Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Minimum Term, Subscriber's access to and use of any product shall be governed by the respective Subscriber Agreement. Upon conclusion of the West LegalEdcenter Minimum Term, as applicable solely to West LegalEdcenter product(s) that are not part of a WestlawPRO Select, charges for West LegalEdcenter products are billed thereafter at up to then-current rates.

Subscriber's Initials for Banded Products. Subscriber has _____ attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users or students and Personnel (if ordering a Paralegal Plan) for the location identified above or FTE's (if ordering Campus Research) for WestlawPRO, CD-ROM case law and/or West LegalEdcenter orders. If West learns that the actual number exceeds the number certified above, West reserves the right to increase Subscriber's charges as applicable.

_____ CD-ROM, DVD and/or West LegalEdcenter annual billing (please check if requested)

Internal Corporate Use Only		MSTX
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West LegalEdcenter Online Features and Services:

Subscriber's Initials - Subscriber acknowledges that each user will receive an initial e-mail communication from West LegalEdcenter which includes important information about using the service (including username and password), as well as ongoing communication regarding new online programs available in their practice area(s) and special announcements. Subscriber's users may opt out after the initial e-mail communication.

Programs excluded from the Online CLE Pass shall be billed at then-current rates via credit card billing.

Technical Contacts for Westlaw Patron Access, Campus Research and Thomson Innovation Administrator

Technical Contact Name (please print): _____

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Patron Access: IP Address: _____

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

Campus Research: IP Address Range _____

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

_____ Subscriber Initials _____ Terminals will be used for Patron Access (not required for Campus Research).

_____ Subscriber Initials _____ Concurrent users will be used for Patron Access (not required for Campus Research).

In the event Subscriber desires to increase the number of publicly accessible terminals or concurrent users, Subscriber must contact West. If West learns that Subscriber has increased the number of publicly accessible terminals, West reserves the right to increase Subscriber's charges as applicable.

For Internal Office Use Only

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

Thomson Innovation Administrator Name (please print): _____

E-Mail Address: _____

WestlawPRO/Practice Solutions/Software Renewals *Current Monthly Charges is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term.		
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Sub Matl #	WestlawPRO/Practice Solutions/Software Products	Current Monthly Charges*

Notes:

TERMS APPLICABLE ONLY FOR SPECIAL/CUSTOMIZABLE OFFERS UNDER TEXAS CALIR CONTRACT#2810-001

Monthly WestlawPRO Charges, CD-ROM Charges and West LegalEdcenter Charges, are billed on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). Upon conclusion of the Minimum Term, CD-ROM Charges are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges will be billed as set forth herein. Any additional users added to any existing Per User WestlawPRO and/or CD-ROM product licensed by Subscriber from West shall be tied to the Minimum Term of the underlying Order Form for such product(s).

Subscriber's Initials for 12 Month Renewal Term ** Subscriber agrees to commit to an additional 12 months and the Monthly Charges for the such additional 12 months shall be _____% more than the Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Term.

Subscriber's Initials for 24 Month Renewal Term ** Subscriber agrees to commit to an additional 24 months. The Monthly Charges for the first additional 12 months shall be _____% more than the Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Term and the Monthly Charges for the second additional 12 months shall be _____% more than the Monthly Charges for the first additional 12 months.

Subscriber's Initials for 36 Month Renewal Term ** Subscriber agrees to commit to an additional 36 months. The Monthly Charges for the first additional 12 months shall be _____% more than the Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Term and the Monthly Charges for the second additional 12 months shall be _____% more than the Monthly Charges for the first additional 12 months. The Monthly Charges for the third additional 12 months shall be _____% more than the Monthly Charges for the second additional 12 months.

In the event a promotion in the underlying Order Form required Subscriber to maintain a subscription to certain West products in order to be eligible for such promotion ("Dependency Subscription(s)"), Subscriber must also maintain such Dependency Subscription(s) during the Renewal Term so that Subscriber may be eligible for the pricing set forth herein. In the event Subscriber terminates any of the Dependency Subscription(s) during the Renewal Term, any promotions and related discounts for the Dependency Subscription(s) shall immediately terminate.

**Effective at the end of the current Minimum Term or current Renewal Term.

Government Subscribers Only. Upon conclusion of the Renewal Term designated above, Monthly Charges are billed thereafter at then current rates. Excluded Charges and Monthly Charges (after the Renewal Term) may be modified as set forth in the respective Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During the Renewal Term and thereafter, Subscriber's access to and use of any product shall be governed by the respective Subscriber Agreement.

Passwords and QuickView+							
Last Name	First Name, M.I.	Jdg	Cltk	Atty	Lib	Para	Other Product(s)
see attached 9 passwords							

Subscriber shall authorize which Westlaw password(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to accuracy of charges or other information on QuickView+.

Authorized Westlaw Password Holder for Westlaw QuickView+

Last Name Pardo First Name Amy E-mail AmyP@johnsoncountytx.org

Print Products/Other Products					
Full Src #	Print Products and Other Products	Quantity	List Charges	Other	Charges

Notes:

Total Charges \$ _____

Terms of Payment for Print Products. West's standard terms of payment for print products purchased are net 30 days. West may elect to accept installment payments on the purchase price. Installment payment terms are \$ _____ per month plus tax for approximately _____ months until the purchase price, plus any additional amounts under this Order Form, is paid in full.

Subscription Service, Passwords and West km. Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries; updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers licensing only LiveNote/Case Notebook/Timeline/Publisher Software will not be issued Westlaw passwords. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all of Subscriber's authorized users. Subscriber's Westlaw Doc & Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc & Form Builder subscription, West will provide Subscriber with access to and the ability to export related Westlaw Doc & Form Builder Data for 180 days at no charge. After a commercially reasonable period of time has passed, but no less than 180 days after the termination of this agreement, West will delete such Westlaw Doc & Form Builder Data. Notwithstanding any language in the Hosted Practice Solutions Subscriber Agreement to the contrary, West may share Subscriber information and Subscriber Content with its business partners as may be necessary to provide Time and Billing Services to Subscriber. Furthermore and notwithstanding any language to the contrary in paragraph 10.2 of the Hosted Practice Solutions Subscriber Agreement, Subscriber must remove all Time & Billing content prior to termination of this Order Form and the respective Subscriber Agreement.

General Provisions for Government Subscribers Only. This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form is non-transferable. Transportation and handling (FOB origin) will be added to print products.

Returns. If Subscriber is not completely satisfied with any print or CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current return policies. Westlaw, Software, West LegalEdcenter and Practice Solutions charges are non-refundable.

Full Svc #	Online/CD-ROM Products to be Lapsed	# of Passwords
	Online/CD-ROM Products	
40584053	Government Select Level 1 Banded	All

The Texas CALIR Services Contract #2010-001, Research Subscriber Agreement (located at <http://legalolutions.com/research-subscriber-agreement>), the terms and conditions applicable to CD-ROM Libraries with Westlaw access (located at <http://legalolutions.com/cd-rom-product-addendum>), the applicable Schedule A (located at <http://legalolutions.com/schedule-a-westlaw>) (for WestlawPRD and/or CD-ROM Libraries products), and/or the West LegalEdcenter Subscriber Agreement (located at <http://legalolutions.com/west-legal-edcenter-subscriber-agreement>) (for West LegalEdcenter products), and/or the Hosted Practice Solutions Subscriber Agreement (located at <http://legalolutions.com/hosted-practice-solutions-subscriber-agreement>) and the applicable Schedule A (located at [http://legalolutions.com/schedule-a-concourse-firm-central-cases\(only\)](http://legalolutions.com/schedule-a-concourse-firm-central-cases(only))) individually or jointly, as applicable, ("Subscriber Agreement and Schedule A") is/are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the CALIR Contract and the terms and conditions of the Subscriber Agreement and Schedule A and the terms and conditions of this Order Form, the terms and conditions of the CALIR Contract shall control over all others, and this Order Form shall control over the Subscriber Agreement. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement and Schedule A and this Order Form, to the extent that the Subscriber Agreement does not conflict with the terms and conditions of the CALIR Contract.

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name Roger Harman
 Title County Judge
 Date June 23, 2014
 Signature [Handwritten Signature]

AUTHORIZED WEST REPRESENTATIVE

Signature [Handwritten Signature]
 Printed Name: Linda Burton
 Title: SAM SEC
 Date: 7-29-2014

Government Accounts Only

Addendum to West Order Form for WestlawPRO Orders

Subscriber: Johnson County Attorney

Account #: 1000198165

Date of Order Form: June 16, 2014

1. **Effect of Addendum.** The underlying Research Subscriber Agreement, West Order Form and Schedule A Plan 2 WestlawPRO (collectively the "Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Subscriber Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control.

2. **Modification of Order Form-Non Availability of Funds.** If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates).

West, a Thomson Reuters business

[Signature]

Accepted by: Linda Burton

Title: SMUSS

Date: 7-29-2014

Subscriber

Signed: [Signature]

Name (please print): Roger Harmon

Title: County Judge

Date: June 23, 2014