

JUN 28 2021

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Ralph McBroom
TODAY'S DATE: June 22, 2021

DEPARTMENT: Purchasing

SIGNATURE OF DEPARTMENT HEAD:

REQUESTED AGENDA DATE: June 28, 2021

SPECIFIC AGENDA WORDING: Consideration and approval of Order Form Q-01236288 for the 5 year subscription for legal materials with West Publishing Corporation (Thompson Reuters) for the 18th District Court.

PERSON(S) TO PRESENT ITEM: Ralph McBroom C.P.M.

SUPPORT MATERIAL: (See attached)

TIME: 5 min
(Anticipated number of minutes needed to discuss item)

ACTION ITEM: X
WORKSHOP
CONSENT:
EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY:
AUDITOR:
PERSONNEL:
BUDGET COORDINATOR:

IT DEPARTMENT:
PURCHASING DEPARTMENT:
PUBLIC WORKS:
OTHER: SO

*****This Section to be completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____

Libby Chandler

From: Her, PaTao (Print) <PaTao.Her@thomsonreuters.com>
Sent: Wednesday, June 16, 2021 11:41 AM
To: Teresa Steed; Libby Chandler
Subject: RE: 18th District Court - Need Quote from Thomson-Reuters for books
Attachments: O'Connor's_Contract_West Order Form 2021_2021-06-16 (5).pdf

Importance: High

*****JOHNSON COUNTY SECURITY NOTICE*****

This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. DO NOT open attachments or click links from unknown sources or unexpected email.

Teresa-

Attached you can find the updated **Contract Q-01236288** for a **5-year agreement**. Most of our Government clients go to a 5-year agreement as it helps save them money, but we do have a 2 year and 3 year agreement listed out.

Please let me know how you would like to proceed.

2 year	8% Annual Increase	3 year	5% Annual Increase	5 year	3% Annual Increase
Year 1	\$120.00	Year 1	\$120.00	Year 1	\$120.00
Year 2	\$129.60	Year 2	\$126.00	Year 2	\$123.60
		Year 3	\$132.30	Year 3	\$127.31
				Year 4	\$131.13
				Year 5	\$135.06

Thank you,
PaTao Her



PaTao Her



THOMSON REUTERS

Order Form

Order ID: Q-01236288

Contact your representative patao.her@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000175394
TX 18TH DISTRICT COURT
TERESA STEED
204 S BUFFALO AVE RM 304
CLEBURNE TX 76033-5404 US

“Customer”

Shipping Address

Account #: 1000175394
TX 18TH DISTRICT COURT
TERESA STEED
204 S BUFFALO AVE RM 304
CLEBURNE TX 76033-5404 US

Billing Address

Account #: 1000175394
TX 18TH DISTRICT COURT
TERESA STEED
204 S BUFFALO AVE RM 304
CLEBURNE, TX 76033-5404 US

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

Print/ProView eBooks Programs

Product	Quantity	Unit	Price Per Unit	Monthly Charges	Minimum Term (Months)	Order Type
O'Connor's Texas Criminal Codes Plus, 2020-2021 ed.	1	Each	\$0.00	\$12.00	60	Ship & Enter Subscription
O'Connor's Texas Family Code Plus, 2020-2021 ed.	1	Each	\$0.00	\$12.00	60	Ship & Enter Subscription
O'Connor's Texas Family Law Handbook, 2021 ed.	1	Each	\$0.00	\$18.00	60	Ship & Enter Subscription
O'Connor's Texas Business & Commerce Code Plus, 2020-2021 ed.	1	Each	\$0.00	\$12.00	60	Ship & Enter Subscription
O'Connor's Texas Business Organizations Code Plus, 2020-2021 ed.	1	Each	\$0.00	\$12.00	60	Ship & Enter Subscription
O'Connor's Texas Causes of Action Pleadings, 2021 ed.	1	Each	\$0.00	\$16.00	60	Ship & Enter Subscription
O'Connor's Texas CPRC Plus, 2020-2021 ed.	1	Each	\$0.00	\$12.00	60	Subscription Only
O'Connor's Texas Property Code Plus, 2020-2021 ed.	1	Each	\$0.00	\$12.00	60	Subscription Only
O'Connor's Texas Rules Civil Trials, 2021 ed.	1	Each	\$0.00	\$14.00	60	Ship & Enter Subscription
Monthly Charges for Print/ProView eBooks Programs						\$ 120.00

Subscription Services for Print/ProView eBook Programs


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

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

Minimum Terms

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. Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column 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 Attachment to the Order Form

Post Minimum Terms

 Initial for Automatic Renewal Term. I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”) and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. Automatic Renewal Charges will be in effect the month before the Automatic Renewal Term starts. 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.

Miscellaneous

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

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 customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

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.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. 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.

Assignment. This Order Form is subject to our approval. You may not assign, sublicense or otherwise transfer this Order Form without our prior written consent.

Transportation Charges. Print products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at then-current carrier rates

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

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

West, a Thomson Reuters business

Signed 

Name Linda M. Burton

Title SSCMC

Date 6/22/21

Additional Order Form Terms and Conditions

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

After the initial 12 months, you may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-01236288


Signature of Authorized Representative for order

County Judge
Title

Roger Harmon
Printed Name

June 28, 2021
Date

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This Order Form will expire and will not be accepted after 8/21/2021.



THOMSON REUTERS

Attachment

Order ID: Q-01236288

Contact your representative patao.her@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000175394

Order Confirmation Contact (#28)
Contact Name: Chandler, Libby
Email: lchandler@johnsoncountytexas.org

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

eBilling Contact
Contact Name Libby Chandler
Email lchandler@johnsoncountytexas.org

Charges During Minimum Term

Material #	Product Name	Year 1 Monthly Charges	% incr Yr 1-2	Year 2 Monthly Charges	% incr Yr 2-3	Year 3 Monthly Charges	% incr Yr 3-4	Year 4 Monthly Charges	% incr Yr 4-5	Year 5 Monthly Charges
42537443	O'Connor's Texas Criminal Codes Plus, 2020-2021 ed.	\$12.00	3.00%	\$12.36	3.00%	\$12.73	3.00%	\$13.11	3.00%	\$13.50
42537433	O'Connor's Texas Family Code Plus, 2020-2021 ed.	\$12.00	3.00%	\$12.36	3.00%	\$12.73	3.00%	\$13.11	3.00%	\$13.50
42537411	O'Connor's Texas Family Law Handbook, 2021 ed.	\$18.00	3.00%	\$18.54	3.00%	\$19.10	3.00%	\$19.67	3.00%	\$20.26
42537447	O'Connor's Texas Business & Commerce Code Plus, 2020-2021 ed.	\$12.00	3.00%	\$12.36	3.00%	\$12.73	3.00%	\$13.11	3.00%	\$13.50
42537445	O'Connor's Texas Business Organizations Code Plus, 2020-2021 ed.	\$12.00	3.00%	\$12.36	3.00%	\$12.73	3.00%	\$13.11	3.00%	\$13.50
42537413	O'Connor's Texas Causes of Action Pleadings, 2021 ed.	\$16.00	3.00%	\$16.48	3.00%	\$16.97	3.00%	\$17.48	3.00%	\$18.00
42537417	O'Connor's Texas CPRC Plus, 2020-2021 ed.	\$12.00	3.00%	\$12.36	3.00%	\$12.73	3.00%	\$13.11	3.00%	\$13.50
42537419	O'Connor's Texas Property Code Plus, 2020-2021 ed.	\$12.00	3.00%	\$12.36	3.00%	\$12.73	3.00%	\$13.11	3.00%	\$13.50
42537393	O'Connor's Texas Rules Civil Trials, 2021 ed.	\$14.00	3.00%	\$14.42	3.00%	\$14.85	3.00%	\$15.30	3.00%	\$15.76

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.



Government Accounts Only


Non Availability of Funds Addendum to Order Form for West Complete and Assured Print Pricing

Subscriber: TX 18TH DISTRICT COURT
Account #: 1000175394
Date of Order Form: 06/16/2021

After the initial 12 months, you may cancel with 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document (e.g., executive order, an officially printed budget, or other official communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

All other terms and conditions of the Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed Order Form.

Subscriber

Signed 
Name (please print) Roger Harmon
Title County Judge
Date June 28, 2021



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

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

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.



THOMSON REUTERS™

Returns and Refunds

Print One Time Purchase/License or Subscriptions. You may return print products for a full refund or credit if the return is received by West, a Thomson Reuters business ("West") within 45 days of the original ship date. If a return is received beyond the 45 days, West will not issue a refund. **Please be aware that any products received after the 45 days will not be sent back to you by West.** Your original ship date can be found online at myaccount.thomsonreuters.com/westlaw. For products that are eligible for return under this policy, please contact West Customer Service at 1-800-328-4880.

CD-ROM/DVD Products. You may return CD-ROM products for a full refund or credit after the Minimum Term of the agreement.

Print Program Agreements. You may not return for refund or credit print and CD-ROM products that are part of multi-year contracts such as Special Offer Agreements, Library Maintenance Agreements/Library Management Arrangements, West Complete, Library Savings Plan and Assured Print Pricing programs.

Print and CD-ROM Products that are Part of WestPack and ePack Agreements. Print or CD-ROM products received during the Minimum Term or Renewal Term of the agreement may not be returned for a refund or credit. After the Minimum Term or Renewal Term, these products can be returned in accordance with the terms set forth in paragraph 1 above. Charges for ProView eBook products are not refundable at anytime.

Returning Print and CD-ROM Products. To ensure accurate processing, simply return merchandise, in original packaging, insuring contents for its value and return via a trackable method. Always enclose a copy of the original delivery or billing document, including a brief explanation of the reason for the return.

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You will be entitled to a refund of 80% of the tuition charges for California Family Law Report (CFLR) programs, if we are in receipt of notice of a cancellation 10 days or more prior to the start of the program.

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Rachel Sitler

From: Rachel Sitler
Sent: Thursday, July 1, 2021 9:44 AM
To: Purchasing; Auditor; 18th District Court
Cc: Bill Moore; Paula G. Reid (paular@johnsoncountytexas.org); Abby Martinez
Subject: Approved - Order Form (Thompson Reuters)
Attachments: Approved - Order Form (Thompson Reuters).pdf

Categories: Court Clean Up

For your records, attached is Order Form (Thompson Reuters) that was approved in Commissioners Court on 06/28/21.

Thank you,

Rachel Sitler

Receptionist to County Judge
Roger Harmon
2 N Main St.
Cleburne, TX 76033
Phone: 817-556-6360
Fax: 817-556-6359

