



FULLY EXECUTED - CHANGE 2

Contract Number: 4400025075

Original Contract Effective Date: 10/15/2021

Valid From: 01/01/2022 To: 12/31/2027

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 164204

Purchasing Agent

Name: Trevenen Peggy

Phone: 717-703-2943

Fax: 717-214-9505

Supplier Name/Address:

WEST PUBLISHING CORPORATION
DBA WEST A THOMSON REUTERS BUSINESS
WEST PUBLISHING CORPORATION
P.O. Box 64833
SAINT PAUL MN 55164-1801 US

Supplier Phone Number: 1-800-328-4880

Supplier Fax Number: 1-800-340-9378

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Contract Name:

On-Line Legal Services - West

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	OnLine Legal Monthly Plans	0.000		0.00	1	0.00
2	Optional Products & Services	0.000		0.00	1	0.00

General Requirements for all Items:

No further information for this Contract

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - CHANGE 1

Contract Number: 4400025075

Original Contract Effective Date: 10/15/2021

Valid From: 01/01/2022 To: 12/31/2027

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Mazza Celeste

Phone: 717-346-8112

Fax: 717-214-9505

Your SAP Vendor Number with us: 164204

Supplier Name/Address:

WEST PUBLISHING CORPORATION
DBA WEST A THOMSON REUTERS BUSINESS
WEST PUBLISHING CORPORATION
P.O. Box 64833
SAINT PAUL MN 55164-1801 US

Supplier Phone Number: 1-800-328-4880

Supplier Fax Number: 1-800-340-9378

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Contract Name:

On-Line Legal Services - West

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

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This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

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1	OnLine Legal Monthly Plans	0.000		0.00	1	0.00

2	Optional Products & Services	0.000		0.00	1	0.00

General Requirements for all Items:

No further information for this Contract

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED

Contract Number: 4400025075

Original Contract Effective Date: 10/15/2021

Valid From: 01/01/2022 To: 12/31/2027

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Walters Corinna

Phone: 717-346-7097

Fax: 717-346-3820

Your SAP Vendor Number with us: 164204

Supplier Name/Address:

WEST PUBLISHING CORPORATION
DBA WEST A THOMSON REUTERS BUSINESS
WEST PUBLISHING CORPORATION
P.O. Box 64833
SAINT PAUL MN 55164-1801 US

Supplier Phone Number: 1-800-328-4880

Supplier Fax Number: 1-800-340-9378

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Contract Name:

On-Line Legal Services - West

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	OnLine Legal Monthly Plans	0.000		0.00	1	0.00

2	Optional Products & Services	0.000		0.00	1	0.00

General Requirements for all Items:

No further information for this Contract

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

STATEMENT OF WORK REVISED 09.02.21

INVITATION FOR BID

FOR

**Department of General Services
Online Legal Research Services**

ISSUING OFFICE



COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF GENERAL SERVICES

BUREAU OF PROCUREMENT

555 Walnut Street

Forum Place, 6th Floor

Harrisburg, PA 17101

IFB NUMBER

6100052951

DATE OF ISSUANCE

August 4, 2021

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**PART IV
STATEMENT OF WORK**

IV-1. GENERAL INFORMATION

- A. **PURPOSE:** The Department of General Services (DGS) Bureau of Procurement (BOP) is issuing this Invitation to Bid (IFB) to establish a multiple award Contract for Commonwealth agencies to procure comprehensive Online Legal Research Services.
- B. **METHOD OF AWARD (MULTIPLE AWARD):** Award will be made on a multiple award basis to all responsible and responsive bidders who comply with the Bid Requirements in Part IV-2 set forth in this IFB. Agencies may select one or more Supplier(s) for their required service from the list of Suppliers on this contract based upon best value determination as detailed in **Section IV-3, A. Supplier Selection for Agency Services**. There is no guarantee that the award of a Contract will result in the award of a Purchase Order.
- C. **CONTRACT TERM:** The contracts shall commence on the Effective Date listed on the approved, executed contract(s) and expire on December 31, 2027.
- D. **TERM OF PURCHASE ORDER:** Agencies may issue purchase orders for the initial term of the contract, for administrative purposes (budget, invoice processing, etc.). Purchase orders cannot extend past the current contract term.
- E. **ISSUING OFFICE:** DGS BOP has issued this IFB on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this IFB shall be Corey Walters, Issuing Officer. Please refer all inquiries to the Issuing Officer via e-mail at cowalters@pa.gov
- F. **QUESTIONS AND ANSWERS:** If a bidder has any questions regarding this IFB, the bidder must submit the questions(s) via e-mail (**with the subject line "IFB 6100052951 Question"**) to the Issuing Officer named above. Question(s) must be submitted via e-mail no later than August 18, 2021. The Issuing Officer shall post as an addendum to this IFB the answers to the questions on the DGS website. Each bidder shall be responsible to monitor the DGS website www.emarketplace.state.pa.us for new or revised IFB information.

IV-2. BID REQUIREMENTS Suppliers interested in submitting a bid to become an Awarded Supplier must meet all the bid requirements. Bidders who fail to meet the following requirements may result in bid rejection:

A. SUPPLIER REGISTRATION: Interested bidders must register as a supplier on the PA Supplier Portal at www.pasupplierportal.state.pa.us . If your company is already registered in the PA Supplier Portal, registration is not necessary. Prior to registration, bidders are strongly encouraged to review the Supplier Registration and Bidding guides available at the Supplier Service Center at: <https://www.dgs.pa.gov/Materials-Services-Procurement/Supplier-Service-Center>

BID SUBMISSION: Bids must be electronically received through the PA Supplier Portal, www.pasupplierportal.state.pa.us . To be considered for Contract award, bidder must complete and return the following documents in response to this IFB. **Failure to return required bid documents may result in rejection of the bid.**

1. Appendix B – Domestic Workforce Utilization Certification Form. To the extent that any services could be performed outside of the geographical boundaries of the United States, the Bidder will be required to certify that those services will be performed exclusively within the geographical boundaries of the United States or specify the percentage of the direct labor that will be performed outside of the United States. The certification form is included with the IFB and must be completed by the Bidder. The Contracting Agency will use the certification in making a best value selection.

2. Appendix C – Cost Submittal Form. The Cost submittal worksheet contained in Appendix C of this IFB shall constitute the Cost Submittal. Bidders may supply their current price list/catalog in electronic format in place of completing the Cost Submittal form in one of the following acceptable formats: Microsoft Word, Excel or PDF. Suppliers may not publish any price list for use by Commonwealth agencies with alternate pricing or additional terms and conditions. Any other Supplier terms and conditions that may appear on the Supplier’s price list or product information, including but not limited to, prices subject to change without notice will not be part of this contract and will have no force or effect on this Contract or Purchase orders issued by the Commonwealth agencies.

3. Appendix D – Iran Free Procurement Form – Attach completed, signed form with bid. Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a bidder must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an

exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). All bidders must complete and return the Iran Free Procurement Certification form, which is attached hereto and made part of this IFB. The completed and signed Iran Free Procurement Certification form must be submitted with the Bid Response. See the following web page for current Iran Free Procurement list:

<https://www.dgs.pa.gov/Documents/Procurement%20Forms/ProposedIranFreeProcurementList.pdf>

4. Appendix F – Lobbying Certification Form

5. Subscriber Agreement – To incorporate as a reference in the contract, please submit a copy with your bid.

6. Account Manager – The account manager that will serve as the key point of contact for Commonwealth agencies and DGS BOP. Account managers must be available between the hours of 7:30 am to 5:00 pm. Any changes in the account manager shall be kept to a minimum, and DGS BOP shall be notified immediately. A phone number, cell phone number, fax number, email address, and alternate contact shall be provided for the account manager with the bid submission. Indicate Account Manager on Cost Submittal form.

7. Addendum or Document Regarding Bidder’s Terms and Conditions – It is understood that providers of online legal services may have established applications, enrollment forms, quotes, etc. that contain the bidder’s standard terms and conditions. Please include with your bid an addendum or document that indicates when your organization’s documents are used and contain terms and conditions that Commonwealth of Pennsylvania’s contract terms and conditions will apply. If your standard forms do not include terms and conditions, please reply indicating this requirement does not apply.

8. Appendix E – OPTIONAL - COSTARS Program Election To Participate Form – If Supplier is interested in participating in the COSTARS program, complete the program election form and attach to your bid submission. Participation in COSTARS is optional. More information regarding the COSTARS program can be found at: <https://www.dgs.pa.gov/COSTARS>

IV-3. AGENCY ORDERING PROCESS

A. SUPPLIER SELECTION FOR AGENCY SERVICES: All bidders awarded under this Contract, who meet the Bid Requirements as set forth in **Part IV-2, Bid Requirements** will be placed on the *List of Awarded Suppliers*. When an agency requires online legal services covered under this Contract, the product list and pricing from all Awarded Suppliers should be evaluated by the using agency. When services are required, agencies will review and compare the supplier product lists and pricing to determine which supplier provides the best online legal research services that best meets the agency's needs and at the best value. Suppliers will be required to furnish their services, ordered by Commonwealth agencies, at the priced on the price list submitted to DGS or lower with their original bid or any subsequent update. The agency's best value determination or justification for selection of the supplier must be documented and retained in the agency for each service. Best Value determination may include compatibility with agency current system, price, type of database accessed, etc.

1. If an agency requires a service or custom package that is different from the supplier's contract bid, the supplier shall work with the Contracting Officer to have the additional service/product, such as an agency custom package and pricing, added to the contract. Additional products and services within the scope of the contract can be added with approval by the Contracting Officer.
2. Maintaining all pricing and agencies specific pricing on the DGS contract (price list, custom package pricing, and product information) will serve as a central repository providing increased transparency, reduction in duplicated pricing, and the ability for an agency to prepare a purchase order faster.
3. There is no guarantee that the award of a Contract will result in the award of a Purchase Order.

B. PURCHASE ORDER: After service selection is determined, the issuing agency shall execute and issue a Purchase Order(s) to the supplier(s) offering the best value. If only one supplier provides the required services, the using agency is under no obligation to contact the other awarded suppliers for service and may proceed to issue a Purchase Order to the single service provider.

Suppliers may not proceed to provide services under this Contract until receipt of the Fully Executed Purchase Order from the issuing agency. The Purchase Order will constitute authority to furnish the specified services and must be referenced when invoicing. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in this Contract. If any conflicts or discrepancies should arise in the interpretation of a PO, the order of precedence shall be: The Contract; The PO and any attachments thereto, including: the Supplier's quote, as accepted by the Commonwealth.

1. **SUBSCRIBER AGREEMENT:** Except to the extent, it is *inconsistent* with the Standard Contract Terms and Conditions and this Statement of Work, the Supplier's Subscriber Agreement, a copy of which shall be incorporated by reference into the Contract, shall bind all purchasing agencies. After the Contract is executed, this agreement may not be negotiated with any participating agency. Supplier may not include additional terms and conditions or any other agreement with its quote. Any additional terms and conditions will not become a part of any purchase order or bind the Commonwealth in any way.
2. **ACCOUNT SERVICES:** The Supplier shall provide individual account services to each participating agency, to include issuing user passwords, providing user training and support, and providing separate accounting and invoicing for each participating agency. Any participating agency may directly notify the Supplier's assigned service representative of any additions, substitutions, and deletions ("changes") to the identities and numbers of business service users on a monthly basis; provided, however, that the Supplier shall adjust the participating agency's monthly payment to accommodate the changes.

IV-4. SCOPE OF SERVICES

- A. **OVERVIEW:** This Contract will provide comprehensive online legal research services for using agencies. The Department is seeking qualified suppliers with the experience, background, and services at competitive prices while ensuring that agency requirements are met in compliance with all local, state and federal regulations. The Awarded Supplier(s) shall provide all training, access and information to manage and conduct provision of services and/or supplies under this Contract.
- B. **SERVICES:** The Awarded Supplier(s) shall provide comprehensive online legal research services as defined in IV-4 of the IFB. These services will be provided as an independent contractor, not as an employee(s) of the Commonwealth. The Awarded Supplier(s) shall render services in accordance with the policies, procedures, and standards of each Commonwealth agency.
- C. **ADDITION OF NEW SUPPLIERS:** New Contractors may be added at the discretion of the Department of General Services ("DGS").

D. AGENCIES: For the purpose of this IFB, the following are agencies that have used online legal research services in the past, is provided for information purposes. This is a not a comprehensive list and other government entities may request online legal services.

1. Office of General Counsel (OGC)
2. Department of General Services (DGS)
3. Governor's Office
4. Department of Transportation (DOT)
5. Department of Banking (DOB)
6. Department of Environmental Protection (DEP)
7. Department of Corrections (DOC)
8. Pennsylvania Board of Probation and Parole (PBPP).
9. Office of Administration (OA)
10. Pennsylvania State Police (PSP)
11. Department of Human Services (DHS)
12. Department of State – Professional Health Monitoring Program (PHMP)
13. Labor and Industry (L&I)
14. Department of Education (DOE)
15. Public Utility Commission (PUC)
16. Department of Revenue (DOR)
17. Department of State (DOS)
18. Civil Service Commission
19. Office of Attorney General (OAG)
20. Pennsylvania Public School Employee's Retirement System (PSERS)
21. Department of Community and Economic Development (DCED)
22. Department of Insurance (DOI)
23. Department of Health (DOH)

AGENCY SPEND. For informational purposes, spend for online legal service January 1 through December 31, 2019 was estimated to be approximately \$2,745,000 among the awarded suppliers. No additional spend information is available.

Previous\current contracts are published at www.emarketplace.state.pa.us.

IV-5. REPORTS. The awarded Supplier(s) must provide a report to the Contracting Officer on a quarterly basis, showing the list of enrolled users and quarterly spend. Report should include at a minimum full name, email address, time period of spend, products\services purchased and agency.

IV-6. PAYMENT PROVISIONS. The Awarded Supplier(s) will be reimbursed for comprehensive online legal research services provided to each using Agency.

Invoices can be emailed to 69180@pa.gov.

For details and requirements of the commonwealth's E-Invoicing Program, please visit Office of the Budget's [E-Invoicing Program](#) page for details and requirements.

For services procured that are less than \$10,000 (or current established threshold) in a fiscal year and handled with P-Card, services must be handled in accordance with Management Directive 310.23 Commonwealth Purchasing Card Program Link:

https://www.oa.pa.gov/Policies/md/Documents/310_23.pdf

**DOMESTIC WORKFORCE UTILIZATION CERTIFICATION FOR MULTIPLE AWARD
CONTRACTS**

To the extent permitted by the laws and treaties of the United States, this certification will be used by the Agency in making a best value selection for each particular assignment. Each quote will be evaluated for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those suppliers who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, suppliers must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the supplier for this criterion.

I, John S. Nelson, Director [title] of West Publishing Corporation [name of Contractor] a Minnesota [place of incorporation] corporation or other legal entity, ("Contractor") located at 610 Opperman Drive, Eagan, MN 55123

[address], do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check one of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Armenia, Netherland with respect to Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong China, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea Republic of, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, Moldova Republic of, Montenegro, New Zealand, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Ukraine and the United Kingdom.

OR

Ninety-Eight percent (98 %) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed:

To provide 24-hour support and to assist with overflow requests, some customer and technical support is performed in Australia and the Philippines.

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Alicia DeGross 9/8/2021
Signature/Date

Alicia A. DeGross

West Publishing Corporation
Corporate or Legal Entity's Name

John Nelson 9/8/2021
Signature/Date

John S. Nelson, Director/Assistant Secretary

BOP-1301.Multiple Award
Revised 02/23/2018

THOMSON REUTERS

Westlaw, CLEAR, Print, and Other Solutions

for the Commonwealth of Pennsylvania
Department of General Services, Bureau of Procurement

RESPONSE TO INVITATION FOR BID
IFB # 6100052951
Online Legal Research Services

SUBMITTED TO
Corey Walters
555 Walnut Street
Forum Place, 6th Floor
Harrisburg, PA 17101

SUBMITTAL DATE
September 9, 2021

SUBMITTED BY
Thomson Reuters
(West Publishing Corporation)

Emma Toomer
Procurement and Proposal Management
Phone: 763.326.6497
Email: emma.toomer@tr.com

Confidentiality Statement

This proposal includes proprietary information that shall not be duplicated, used, or disclosed outside of Commonwealth of Pennsylvania, Department of General Services, Bureau of Procurement—in whole or in part—for any purpose other than evaluating this proposal. This information is deemed proprietary because it contains

Contractor Information

Any contract resulting from this bid will be with West Publishing Corporation, d/b/a West, a Thomson Reuters business:

Legal Contracting Entity:	West Publishing Corporation
Doing Business As (DBA):	West, a Thomson Reuters business
Corporate Address:	610 Opperman Drive, Eagan, MN 55123
Remittance Address:	P.O. Box 6292, Carol Stream, IL 60197-6292
Federal Tax ID #:	██████████
DUNS #:	14-850-8286
Cage Code:	89101
Company Size:	Large
SAM Registration:	Current (see: www.sam.gov/)
Representations and Certifications:	Current (see: www.sam.gov/)
GSA Contract#:	GS-02F-026DA

PROCUREMENT SUPPORT

For any questions, forwarding of amendments or modifications, or if our response requires further clarification, contact Emma Toomer at 763.326.6497 or emma.toomer@tr.com.

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Introduction

Thomson Reuters (d/b/a West Publishing Corporation, hereinafter “West”) is pleased to provide the following response to the Department of General Services (hereinafter “DGS”) Invitation for Bids Solicitation No. 6100052951 for Online Legal Research Services. Having previously participated in DGS’ Established Price Contract for Online Legal Research (Contract #4400015896), West has designed this new contract to be substantially similar to the contract currently in place between West and DGS. We are confident that the content, features, and services offered under the contract will continue to provide Pennsylvania Commonwealth agencies with the highest quality online legal and investigative research services in the most cost-effective and efficient manner.

West’s offer is responsive to the solicitation’s Bid Item Sheet. We have provided a variety of legal research plans, as detailed in the individual pricing/content plans that follow. Our offer also includes several additional plans, including a selection of add-on libraries and solutions available to supplement the core legal research plans; two varieties of West’s investigative research service, CLEAR; and custom packages to meet agency-specific legal or investigative research and other agency needs.

In addition to our superior content offering, West is committed to the training and support of its customers. From on-site and customized training sessions to 24-hour customer support and legal research assistance, Pennsylvania agency users will find the help they need to get the most out of their West products—at no additional charge. See *Training and Support* beginning on page 26 for more information.

West is confident that DGS will find that our offer is responsive, complete and flexible, allowing agencies to access premium legal research products at a cost-effective price. Every agency will find a solution that best fits their needs.

The following pages provide detailed information on the content, features, and services available to Pennsylvania agencies under this contract.

West Monthly Plans

West Publishing Corporation, a Thomson Reuters business, is a leading provider of integrated information solutions to the U.S. legal market. We have been providing the highest-quality legal, regulatory, and business information, and the most innovative tools to manage it, for more than 145 years.

West Content Offerings Summary

Recognizing that Pennsylvania Commonwealth agencies have diverse online information research and solutions needs, West offers several plan options, thus providing purchasing agencies with the flexibility to pick and choose the plan and/or package that is best suited to their specific end users' needs. This contract provides for the following monthly access plans:

- **Legal Research and Public Records: Plans 1A – 1G.** West is providing purchasing agencies the ability to pick and choose from six (6) legal research packages (Plans 1A – 1F). Agencies may supplement these core legal research packages by choosing additional content from a select list of optional separately priced add-on libraries and/or solutions (Plan 1G).
 - Plans 1A through 1F correspond with the Bid Item Sheet requests from DGS and offer both legal and public records content via Westlaw.
 - Plan 1G is a schedule listing various online libraries and software solutions available on the Westlaw platform that purchasing agencies can add to Plans 1A – 1F, if desired.
- **Investigative Research and Public Records: Plan 1H.** Plan 1H offers comprehensive public records content via CLEAR investigative services. CLEAR helps investigators in agencies and other Commonwealth government offices, as well as law enforcement personnel, locate people faster, conduct due diligence more efficiently, and save valuable time and resources during investigations.
- **Custom Packages: Plan 1I.** The custom packages offered as part of this contract recognize that eligible agencies may have diverse needs that are best met by a content set that is outside the pre-packaged content sets provided by Plans 1A – 1H. These custom packages provide maximum flexibility to purchase custom packages of legal (online, print) or investigative online information or other solutions/products that are specifically tailored to the research needs of individual agencies and end users.
- **Library and Print Programs: Plan 2A.** Select agencies may be eligible for fixed rate monthly print programs and/or print discounts depending upon their existing subscriptions, the quantity purchased, and a multi-year commitment.

Pricing

West's content offerings provide purchasing agencies with cost-effective pricing for access to an extensive variety of packages of online information and functionality to assist users in their research. Given the extensive variety of options and packages available, it may be helpful to speak to a West representative who is specifically trained to help assess your agency's needs. To discuss content and price options best suited to your agency's needs, please contact your West government sales representative. (Please see Account Management information provided on page 26 of this bid.)

Plan 1A – Pennsylvania and Federal Legal Materials

This option provides access to Pennsylvania-specific primary law content, and Pennsylvania Federal Cases.

Plan 1A - Basic Legal Service - PA Only, No Public Records					
Included Content: ■ Pennsylvania State Primary					
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-100	\$68	\$70	\$72	\$74	\$77
101-150	\$67	\$69	\$71	\$73	\$75
151-200	\$65	\$67	\$69	\$71	\$74
201 +	\$64	\$66	\$68	\$70	\$72

Pricing is inclusive of 24x7 access, service and support, and comprehensive initial and on-going training for the duration of the contract term.

Description of Included Content, Features and Services

CONTENT DESCRIPTION

Pennsylvania State Primary – Includes Pennsylvania-specific case law, statutes, and administrative rules and regulations, as well as federal resources concerning Pennsylvania. Federal resources include federal district and circuit court decisions originating in Pennsylvania, all Supreme Court decisions, and the United States Code Annotated (USCA).

In addition, Westlaw is the only online legal research service that includes West synopses and headnotes, as well as the West Key Number System.

INCLUDED FEATURES AND SERVICES

- WestSearch
- KeyCite Citator Service
- Editorial Enhancements
- West Key Number System
- Research Recommendations
- Law Summaries
- Folder Analysis
- Alerts and WestClip
- Research Report
- Training (Initial and ongoing)
- Reference Attorneys
- Technical support
- Custom Pages
- Ability to download, email, and print content
- Mobile access
- Account management tools

Terms of Use—Plan 1A	
<p>Eligibility. Available only to Pennsylvania Commonwealth agencies, eligible to participate under the Commonwealth of Pennsylvania Online Legal Research Services Contract ("Contract"), between the Commonwealth of Pennsylvania—Department of General Services ("DGS") and Thomson Reuters (d/b/a West Publishing Corporation, hereinafter "West"). The following entities are eligible to purchase services under this contract: a. All Pennsylvania Commonwealth agencies under the Governor's jurisdiction; b. Any Pennsylvania Commonwealth executive agency and independent agency, as defined in Section 103 of the Commonwealth Procurement Code, 62 Pa.C.S. § 103, that does not fall under the Governor's jurisdiction. c. Notwithstanding the language of 62 Pa.C.S.A. 103, West offers the above packages to all state-level offices and state-affiliated post-secondary schools (state courts, state legislature, state universities and academic institutions, and any other state-level institutions).</p> <p>Excluded Charges. Purchasing agencies will receive the content package as described in their Order Form. Access to and usage of any other databases, features, and services is excluded and will be billed separately as excluded charges at the then-current Schedule A Plan 2 Government Service ("Excluded Charges").</p> <p>Note: Agencies may elect to block all access to and usage of excluded databases.</p> <p>License Agreement. All access to and usage of Westlaw databases, features and services is governed by the then-current General Terms and Conditions-Thomson Reuters Legal Products and Services incorporated by reference into the Contract.</p>	<p>Agency Locations. Each agency location must subscribe separately. Access is limited to the agency's personnel at that location.</p> <p>Password Rates. The Monthly Charge per User will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one plan to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.</p> <p>Passwords. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber's personnel is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to Subscriber and charge Subscriber for such additional passwords, if West learns that Westlaw has been used by a person other than the person to whom the password has been issued.</p>

Plan 1B – Pennsylvania and Federal Legal Materials with Pennsylvania Public Records

This option provides access to Pennsylvania-specific primary law content, Pennsylvania Federal Cases, and National Public Records.

Plan 1B - Basic Legal Service - PA Only, With PA-Only Public Records					
Included Content: <ul style="list-style-type: none"> ▪ Pennsylvania State Primary ▪ National Public Records 					
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-100	\$95	\$98	\$101	\$104	\$107
101-150	\$93	\$96	\$99	\$102	\$105
151-200	\$91	\$94	\$97	\$100	\$103
201 +	\$89	\$92	\$95	\$98	\$101

Pricing is inclusive of 24x7 access, service and support, and comprehensive initial and on-going training for the duration of the contract term.

Description of Included Content, Features and Services

CONTENT DESCRIPTION

Pennsylvania State Primary – Includes Pennsylvania-specific case law, statutes, and administrative rules and regulations, as well as federal resources concerning Pennsylvania. Federal resources include federal district and circuit court decisions originating in Pennsylvania, all Supreme Court decisions, and the United States Code Annotated (USCA).

In addition, Westlaw is the only online legal research service that includes West synopses and headnotes, as well as the West Key Number System.

National Public Records – National Public Records on Westlaw provide researchers with access to people locator resources, assets, adverse filings, licenses and registrations, and business and corporate records. Westlaw’s collection of public records provides users with access to extensive, current, and well-organized records.

Fill-in-the blank, individual, and combined templates guide users through their research, making it easy to find the public records information they need, as well as information they may not have considered looking for (e.g., relationships among people, businesses, and assets).

INCLUDED FEATURES AND SERVICES

- WestSearch
- KeyCite Citator Service
- Editorial Enhancements
- West Key Number System
- Research Recommendations
- Law Summaries
- Folder Analysis
- Alerts and WestClip
- Research Report
- Training (Initial and ongoing)
- Reference Attorneys
- Technical support
- Custom Pages
- Ability to download, email, and print content
- Mobile access
- Account management tools

Terms of Use - Plan 1B	
<p>Eligibility. Available only to Pennsylvania Commonwealth agencies, eligible to participate under the Commonwealth of Pennsylvania Online Legal Research Services Contract ("Contract"), between the Commonwealth of Pennsylvania—Department of General Services ("DGS") and Thomson Reuters (d/b/a West Publishing Corporation, hereinafter "West"). The following entities are eligible to purchase services under this contract: a. All Pennsylvania Commonwealth agencies under the Governor's jurisdiction; b. Any Pennsylvania Commonwealth executive agency and independent agency, as defined in Section 103 of the Commonwealth Procurement Code, 62 Pa.C.S. § 103, that does not fall under the Governor's jurisdiction. c. Notwithstanding the language of 62 Pa.C.S.A. 103, West offers the above packages to all state-level offices and state-affiliated post-secondary schools (state courts, state legislature, state universities and academic institutions, and any other state-level institutions).</p> <p>Excluded Charges. Purchasing agencies will receive the content package as described in their Order Form. Access to and usage of any other databases, features, and services is excluded and will be billed separately as excluded charges at the then-current Schedule A Plan 2 Government Service ("Excluded Charges"). Note: Agencies may elect to block all access to and usage of excluded databases.</p> <p>License Agreement. All access to and usage of Westlaw databases, features and services is governed by the then-current General Terms and Conditions-Thomson Reuters Legal Products and Services incorporated by reference into the Contract.</p>	<p>Agency Locations. Each agency location must subscribe separately. Access is limited to the agency's personnel at that location.</p> <p>Password Rates. The Monthly Charge per User will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one plan to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.</p> <p>Passwords. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber's personnel is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to Subscriber and charge Subscriber for such additional passwords, if West learns that Westlaw has been used by a person other than the person to whom the password has been issued.</p>

Plan 1C – Comprehensive Legal Materials

Plan 1C - Comprehensive Legal Service, No Public Records					
Included Content: <ul style="list-style-type: none"> ▪ National Primary ▪ Analytical Plus 					
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-100	\$160	\$165	\$170	\$175	\$180
101-150	\$157	\$162	\$166	\$171	\$176
151-200	\$154	\$158	\$163	\$168	\$173
201 +	\$151	\$155	\$160	\$165	\$169

Pricing is inclusive of 24x7 access, service and support, and comprehensive initial and on-going training for the duration of the contract term.

Description of Included Content, Features and Services

CONTENT DESCRIPTION

National Primary – National Primary provides a deep base of foundational content offerings consistently identified by government agencies as must-have content including all state and federal cases and statutes; coverage of every appellate and trial court case from all 50 states as well as the District of Columbia; and statutes from each state and documents passed by state legislative bodies.

Analytical Plus – Analytical Plus combines analytical materials in all the practice areas and jurisdictions, treatises, forms, law reviews and journals, jury instructions, and news. Users can access practice-focused analysis, guidance, treatises, forms, reporters, and more.

INCLUDED FEATURES AND SERVICES

- WestSearch
- KeyCite Citator Service
- Editorial Enhancements
- West Key Number System
- Research Recommendations
- Law Summaries
- Folder Analysis
- Alerts and WestClip
- Research Report
- Training (Initial and ongoing)
- Reference Attorneys
- Technical support
- Custom Pages
- Ability to download, email, and print content
- Mobile access
- Account management tools

Terms of Use—Plan 1C

Eligibility. Available only to Pennsylvania Commonwealth agencies, eligible to participate under the Commonwealth of Pennsylvania Online Legal Research Services Contract ("Contract"), between the Commonwealth of Pennsylvania—Department of General Services ("DGS") and Thomson Reuters (d/b/a West Publishing Corporation, hereinafter "West"). The following entities are eligible to purchase services under this contract: a. All Pennsylvania Commonwealth agencies under the Governor's jurisdiction; b. Any Pennsylvania Commonwealth executive agency and Independent agency, as defined in Section 103 of the Commonwealth Procurement Code, 62 Pa.C.S. § 103, that does not fall under the Governor's jurisdiction. c. Notwithstanding the language of 62 Pa.C.S.A. 103, West offers the above packages to all state-level offices and state-affiliated post-secondary schools (state courts, state legislature, state universities and academic institutions, and any other state-level institutions).

Excluded Charges. Purchasing agencies will receive the content package as described in their Order Form. Access to and usage of any other databases, features, and services is excluded and will be billed separately as excluded charges at the then-current Schedule A Plan 2 Government Service ("Excluded Charges").

Note: Agencies may elect to block all access to and usage of excluded databases

License Agreement. All access to and usage of Westlaw databases, features and services is governed by the then-current General Terms and Conditions-Thomson Reuters Legal Products and Services incorporated by reference into the Contract.

Agency Locations. Each agency location must subscribe separately. Access is limited to the agency's personnel at that location.

Password Rates. The Monthly Charge per User will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one plan to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.

Passwords. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber's personnel is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to Subscriber and charge Subscriber for such additional passwords, if West learns that Westlaw has been used by a person other than the person to whom the password has been issued.

Plan 1D – Comprehensive Legal Materials with Public Records

Plan 1D - Comprehensive Legal Service with National Public Records					
Included Content: <ul style="list-style-type: none"> ▪ National Primary ▪ Analytical Plus ▪ National Public Records 					
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-100	\$192	\$198	\$204	\$210	\$216
101-150	\$188	\$194	\$200	\$206	\$212
151-200	\$184	\$190	\$196	\$201	\$208
201 +	\$181	\$186	\$192	\$197	\$203

Pricing is inclusive of 24x7 access, service and support, and comprehensive initial and on-going training for the duration of the contract term.

Description of Included Content, Features and Services

CONTENT DESCRIPTION

National Primary – National Primary provides a deep base of foundational content offerings consistently identified by government agencies as must-have content including all state and federal cases and statutes; coverage of every appellate and trial court case from all 50 states as well as the District of Columbia; and statutes from each state and documents passed by state legislative bodies.

Analytical Plus – Analytical Plus combines analytical materials in all the practice areas and jurisdictions, treatises, forms, law reviews and journals, jury instructions, and news. Users can access practice-focused analysis, guidance, treatises, forms, reporters, and more.

National Public Records – National Public Records on Westlaw provide researchers with access to people locator resources, assets, adverse filings, licenses and registrations, and business and corporate records. Westlaw’s collection of public records provides users with access to extensive, current, and well-organized records.

Fill-in-the blank, individual, and combined templates guide users through their research, making it easy to find the public records information they need, as well as information they may not have considered looking for (e.g., relationships among people, businesses, and assets).

INCLUDED FEATURES AND SERVICES

- WestSearch
- KeyCite Citator Service
- Editorial Enhancements
- West Key Number System
- Research Recommendations
- Law Summaries
- Folder Analysis
- Alerts and WestClip
- Research Report
- Training (Initial and ongoing)
- Reference Attorneys
- Technical support
- Custom Pages
- Ability to download, email, and print content
- Mobile access
- Account management tools

Terms of Use—Plan 1D	
<p>Eligibility. Available only to Pennsylvania Commonwealth agencies, eligible to participate under the Commonwealth of Pennsylvania Online Legal Research Services Contract ("Contract"), between the Commonwealth of Pennsylvania—Department of General Services ("DGS") and Thomson Reuters (d/b/a West Publishing Corporation, hereinafter "West"). The following entities are eligible to purchase services under this contract: a. All Pennsylvania Commonwealth agencies under the Governor's jurisdiction; b. Any Pennsylvania Commonwealth executive agency and independent agency, as defined in Section 103 of the Commonwealth Procurement Code, 62 Pa.C.S. § 103, that does not fall under the Governor's jurisdiction. c. Notwithstanding the language of 62 Pa.C.S.A. 103, West offers the above packages to all state-level offices and state-affiliated post-secondary schools (state courts, state legislature, state universities and academic institutions, and any other state-level institutions).</p> <p>Excluded Charges. Purchasing agencies will receive the content package as described in their Order Form. Access to and usage of any other databases, features, and services is excluded and will be billed separately as excluded charges at the then-current Schedule A Plan 2 Government Service ("Excluded Charges").</p> <p>Note: Agencies may elect to block all access to and usage of excluded databases.</p> <p>License Agreement. All access to and usage of Westlaw databases, features and services is governed by the then-current General Terms and Conditions-Thomson Reuters Legal Products and Services incorporated by reference into the Contract.</p>	<p>Agency Locations. Each agency location must subscribe separately. Access is limited to the agency's personnel at that location.</p> <p>Password Rates. The Monthly Charge per User will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one plan to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.</p> <p>Passwords. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber's personnel is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to Subscriber and charge Subscriber for such additional passwords, if West learns that Westlaw has been used by a person other than the person to whom the password has been issued.</p>

Plan 1E – Pennsylvania Public Records

Plan 1E - Public Records - PA Only - No Legal Service					
Included Content: ■ National Public Records					
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-100	\$45	\$46	\$48	\$49	\$51
101-150	\$44	\$45	\$47	\$48	\$50
151-200	\$43	\$45	\$46	\$47	\$49
201 +	\$42	\$44	\$45	\$46	\$48

Pricing is inclusive of 24x7 access, service and support, and comprehensive initial and on-going training for the duration of the contract term.

Content Description

National Public Records – National Public Records on Westlaw provide researchers with access to people locator resources, assets, adverse filings, licenses and registrations, and business and corporate records. Westlaw’s collection of public records provides users with access to extensive, current, and well-organized records.

Fill-in-the blank, individual, and combined templates guide users through their research, making it easy to find the public records information they need, as well as information they may not have considered looking for (e.g., relationships among people, businesses, and assets).

Terms of Use—Plan 1E	
<p>Eligibility. Available only to Pennsylvania Commonwealth agencies, eligible to participate under the Commonwealth of Pennsylvania Online Legal Research Services Contract (“Contract”), between the Commonwealth of Pennsylvania—Department of General Services (“DGS”) and Thomson Reuters (d/b/a West Publishing Corporation, hereinafter “West”). The following entities are eligible to purchase services under this contract: a. All Pennsylvania Commonwealth agencies under the Governor’s jurisdiction; b. Any Pennsylvania Commonwealth executive agency and independent agency, as defined in Section 103 of the Commonwealth Procurement Code, 62 Pa.C.S. § 103, that does not fall under the Governor’s jurisdiction. c. Notwithstanding the language of 62 Pa.C.S.A. 103, West offers the above packages to all state-level offices and state-affiliated post-secondary schools (state courts, state legislature, state universities and academic institutions, and any other state-level institutions). Note: Use of Westlaw Public Records requires completion of the appropriate credentialing form (Account Validation and Credentialing Form).</p> <p>Excluded Charges. Purchasing agencies will receive the content package as described in their Order Form. Access to and usage of any other databases, features, and services is excluded and will be billed separately as excluded charges at the then-current Schedule A Plan 2 Government Service (“Excluded Charges”).</p> <p>Note: Agencies may elect to block all access to and usage of excluded databases</p> <p>License Agreement. All access to and usage of Westlaw databases, features and services is governed by the then-current General Terms and Conditions—Thomson Reuters Legal Products and Services incorporated by reference into the Contract.</p>	<p>Agency Locations. Each agency location must subscribe separately. Access is limited to the agency’s personnel at that location.</p> <p>Password Rates. The Monthly Charge per User will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one plan to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.</p> <p>Passwords. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber’s personnel is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to Subscriber and charge Subscriber for such additional passwords, if West learns that Westlaw has been used by a person other than the person to whom the password has been issued.</p>

Plan 1F – Pennsylvania and National Public Records

Plan 1F - Public Records - PA and National Cases - No Legal Service					
Included Content: ■ PeopleMap Premier					
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-100	\$75	\$77	\$80	\$82	\$84
101-150	\$74	\$76	\$78	\$80	\$83
151-200	\$72	\$74	\$76	\$79	\$81
201 +	\$71	\$73	\$75	\$77	\$79

Pricing is inclusive of 24x7 access, service and support, and comprehensive initial and on-going training for the duration of the contract term.

Content Description

PeopleMap Premier – PeopleMap Premier on Westlaw allows you to easily search for and find the person you are looking for, as well as determine specific relationships between your parties of interest; locate witnesses; find assets and connect them to people; and accumulate necessary information for litigation and other legal needs.

PeopleMap Premier provides you with access to all of the PeopleMap features, including reports, graphical displays, address maps, Web analytics, and the ability to search and display full-text public records.

Terms of Use - Plan 1F	
<p>Eligibility. Available only to Pennsylvania Commonwealth agencies, eligible to participate under the Commonwealth of Pennsylvania Online Legal Research Services Contract ("Contract"), between the Commonwealth of Pennsylvania—Department of General Services ("DGS") and Thomson Reuters (d/b/a West Publishing Corporation, hereinafter "West"). The following entities are eligible to purchase services under this contract: a. All Pennsylvania Commonwealth agencies under the Governor's jurisdiction; b. Any Pennsylvania Commonwealth executive agency and independent agency, as defined in Section 103 of the Commonwealth Procurement Code, 62 Pa.C.S. § 103, that does not fall under the Governor's jurisdiction. c. Notwithstanding the language of 62 Pa.C.S.A. 103, West offers the above packages to all state-level offices and state-affiliated post-secondary schools (state courts, state legislature, state universities and academic institutions, and any other state-level institutions). Note: Use of Westlaw Public Records requires completion of the appropriate credentialing form (Account Validation and Credentialing Form).</p> <p>Excluded Charges. Purchasing agencies will receive the content package as described in their Order Form. Access to and usage of any other databases, features, and services is excluded and will be billed separately as excluded charges at the then-current Schedule A Plan 2 Government Service ("Excluded Charges").</p> <p>Note: Agencies may elect to block all access to and usage of excluded databases.</p> <p>License Agreement. All access to and usage of Westlaw databases, features and services is governed by the then-current General Terms and Conditions—Thomson Reuters Legal Products and Services incorporated by reference into the Contract.</p>	<p>Agency Locations. Each agency location must subscribe separately. Access is limited to the agency's personnel at that location.</p> <p>Password Rates. The Monthly Charge per User will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one plan to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.</p> <p>Passwords. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber's personnel is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to Subscriber and charge Subscriber for such additional passwords, if West learns that Westlaw has been used by a person other than the person to whom the password has been issued.</p>

Plan 1G – Optional Add-On Westlaw Libraries

If an agency selects a plan from Plans 1A – 1D, the following optional separately priced add-on libraries are available to be added to the selected plan content set. For any add-ons selected by the agency, the corresponding monthly per user charge will be added to the applicable monthly plan package charge.

Plan 1G – Optional Add-On Content (Monthly Per User Per Agency Location Pricing)					
Library Name	Year 1	Year 2	Year 3	Year 4	Year 5
State Analytical	\$20	\$21	\$21	\$22	\$23
Criminal Analytical	\$14	\$14	\$15	\$15	\$16
ALR/AMJUR/CIS	\$23	\$24	\$24	\$25	\$26
Trial Court Orders	\$20	\$21	\$21	\$22	\$23

Terms of Use—Plan 1G	
<p>Eligibility. Available only to Pennsylvania Commonwealth agencies, eligible to participate under the Commonwealth of Pennsylvania Online Legal Research Services Contract ("Contract"), between the Commonwealth of Pennsylvania—Department of General Services ("DGS") and Thomson Reuters (d/b/a West Publishing Corporation, hereinafter "West"). The following entities are eligible to purchase services under this contract: a. All Pennsylvania Commonwealth agencies under the Governor's jurisdiction; b. Any Pennsylvania Commonwealth executive agency and independent agency, as defined in Section 103 of the Commonwealth Procurement Code, 62 Pa.C.S. § 103, that does not fall under the Governor's jurisdiction. c. Notwithstanding the language of 62 Pa.C.S.A. 103, West offers the above packages to all state-level offices and state-affiliated post-secondary schools (state courts, state legislature, state universities and academic institutions, and any other state-level institutions).</p> <p>Excluded Charges. Purchasing agencies will receive the content package as described in their Order Form. Access to and usage of any other databases, features, and services is excluded and will be billed separately as excluded charges at the then-current Schedule A Plan 2 Government Service ("Excluded Charges").</p> <p>Note: Agencies may elect to block all access to and usage of excluded databases.</p> <p>License Agreement. All access to and usage of Westlaw databases, features and services is governed by the then-current General Terms and Conditions—Thomson Reuters Legal Products and Services incorporated by reference into the Contract.</p>	<p>Agency Locations. Each agency location must subscribe separately. Access is limited to the agency's personnel at that location.</p> <p>Password Rates. The Monthly Charge per User will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one plan to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.</p> <p>Passwords. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber's personnel is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to Subscriber and charge Subscriber for such additional passwords, if West learns that Westlaw has been used by a person other than the person to whom the password has been issued.</p>

Plan 1G - Content Descriptions

State Analytical – Westlaw provides practice guides and analytical materials for all 50 states. These materials give quick and practical guidance on a range of state-specific practice areas. Complete collection of Pennsylvania legal guides, forms and authorities, including: Standard Pennsylvania Practice; Goodrich Amram, 2d; Summary of Pennsylvania Jurisprudence, 2d; and West’s Pennsylvania Practice Series.

Criminal Analytical – Criminal analytical resources on Westlaw include everything users need to develop winning strategies, evaluate and prepare criminal cases, facilitate plea bargaining, and stay current with developments in criminal law.

American Law Reports (ALR)/All American Jurisprudence (AMJUR)/Corpus Juris Secundum (CJS) – This Westlaw offering provides access to the following resources:

- ALR is the leading case-finding tool in America. It is a continuing series of articles that collect and analyze every court case decided on a particular point of law. The complete ALR on Westlaw includes ALR First, ALR Digest, and the new ALR Index, resources that aren’t available on other online research services. Contains full text of First, Second, Third, Fourth, Fifth, Sixth, and Federal Series.
- AMJUR includes the full text of AMJUR 2d, which provides authoritative answers to any aspect of civil, criminal, substantive, and procedural law. Cases, statutes, and regulations from all 50 states and federal courts are researched and analyzed to create Am Jur articles. Articles quickly illustrate the underlying principles and present a range of arguments and authorities; and clearly examine not only the point of law, but also the spirit and intent of the courts in construing the law, and the legislature’s intent in enacting and amending the law.
- *Corpus Juris Secundum* (CJS) helps researchers understand unfamiliar areas of law by providing links to cases, statutes, regulations, Restatements of the Law, and more. CJS covers the full breadth and depth of the law and is cited to tens of thousands of times by the courts. It provides quick overviews of topics with Black Letter Summaries and is also fully integrated with the West Key Number System.

Trial Court Orders – Westlaw provides access to trial court orders from federal and select state trial courts. A trial court order provides researchers with insight into judicial preferences, proclivities, and patterns. Users can read pertinent court orders and identify what worked in similar cases, what law was cited, and how the judge reacted—how judges ruled in similar motions, as well as their reasoning behind the decision. Access to these orders allows researchers to make better informed evaluations about whether to accept a case, how to handle it, and what to tell the client to expect if litigation does go forward.

This resource saves the researcher valuable time by delivering the legal foundation for judges' decisions; the cases, statutes, and regulations cited; and other documents filed—including pleadings, motions, and briefs. Examples include Federal District Court criminal judgments of conviction, Federal Bankruptcy Court orders, and judges' orders in select state courts.

Plan 1H – Investigative Research and Public Records

This plan provides access to Thomson Reuters CLEAR Investigations content sets for Pennsylvania investigators in agencies and other Commonwealth government offices, as well as law enforcement. A description of the two packages available under this plan (Basic and Advanced) and the terms of use are provided below. Pricing is provided on the following pages.

Content Description

CLEAR public records data provides tremendous benefit to authorized users in locating persons and assets, verifying identities, identifying businesses and business affiliations, and uncovering potentially adverse information.

Under this plan, Pennsylvania investigators in agencies and other Commonwealth government offices, as well as law enforcement personnel will access and search on CLEAR's public records data via the web-based CLEAR platform (available via web browser—computer or mobile device). Additional delivery modes for CLEAR data as well as other features and services are available via a CLEAR custom packages plan (Plan 11.2).

- **CLEAR Investigations Basic (1H.1)**—The CLEAR Investigations Basic plan provides access to CLEAR's public and proprietary records with standard searching, reporting, and functionality. CLEAR standard search types include: Person, Business, Phone, Property, Vehicles, Watercraft, License, and Court. CLEAR Basic includes comprehensive Individual and Company reports, as well as more streamlined Contact and Basic reports. The dashboard display of results provides access to standard dashboard tools, such as Quick Analysis Flags and Address Mapping, and the Workspace feature provides link chart and mapping capabilities. (Excluded content: CLEAR Basic does not include the TransUnion credit header gateway, Vehicles gateway, or Web & Social Media feature.)
- **CLEAR Investigations Advanced (1H.2)**—The CLEAR Investigations Advanced plan not only provides access to CLEAR's public and proprietary records with the standard searching, reporting, and functionality that are available in CLEAR Basic but also provides access to the TransUnion credit header gateway, Vehicles gateway, and Web & Social Media. The additional gateways in CLEAR Investigations Advanced provide additional sources of real-time information on people (TransUnion gateway) and vehicle registrations (Vehicles gateway), and Web & Social Media provides access to Web & social media sources, which often divulge information not typically found in public records, such as photos, email addresses, additional addresses and phone numbers, business affiliations, political affiliations, news references, professional history, etc.

Terms of Use—Plan 1H	
<p>Eligibility. Available only to Pennsylvania Commonwealth agencies, eligible to participate under the Commonwealth of Pennsylvania Online Legal Research Services Contract ("Contract"), between the Commonwealth of Pennsylvania—Department of General Services ("DGS") and Thomson Reuters (d/b/a West Publishing Corporation, hereinafter "West"). The following entities are eligible to purchase services under this contract: a. All Pennsylvania Commonwealth agencies under the Governor's jurisdiction; b. Any Pennsylvania Commonwealth executive agency and independent agency, as defined in Section 103 of the Commonwealth Procurement Code, 62 Pa.C.S. § 103, that does not fall under the Governor's jurisdiction. c. Notwithstanding the language of 62 Pa.C.S.A. 103, West offers the above packages to all state-level offices and state-affiliated post-secondary schools (state courts, state legislature, state universities and academic institutions, and any other state-level institutions). Note: Use of CLEAR requires completion of the appropriate credentialing form (Account Validation and Credentialing Form).</p> <p>Excluded Charges. Purchasing agencies will receive the content package as described in their Order Form. Access to and usage of any other databases, features, and services is excluded and will be billed separately as excluded charges at the then-current Schedule A CLEAR Services ("Excluded Charges").</p> <p>Note: Agencies may elect to block all access to and usage of excluded databases.</p> <p>License Agreement. All access to and usage of CLEAR databases, features and services is governed by the then-current General Terms and Conditions-Thomson Reuters Legal Products and Services incorporated by reference into the Contract.</p> <p>Agency Locations. Each agency location must subscribe separately. Access is limited to the agency's personnel at that location.</p>	<p>Password Rates. The Monthly Charge per User will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one plan to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.</p> <p>Passwords. CLEAR passwords may only be used by the person to whom the password is issued. Sharing of CLEAR passwords between or among Subscriber's personnel is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to Subscriber and charge Subscriber for such additional passwords, if West learns that CLEAR has been used by a person other than the person to whom the password has been issued.</p> <p>CLEAR Usage. West's plan allows for CLEAR usage up to ten times the proposed fixed-rate guarantee. (Usage will be calculated using then-current retail rates.) In the event the purchasing agency's CLEAR usage exceeds this limit during any month of the contract term, West may, at its option, (1) limit the purchasing agency's access to live gateways for the remainder of the contract term, (2) request that the parties enter into good faith negotiations for an adjusted fixed rate, or (3) terminate the contract (after providing ten days written notice to the purchasing agency).</p>

Plan 1H.1 – CLEAR Investigations Basic					
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-25	\$125	\$129	\$133	\$137	\$141
26-50	\$123	\$126	\$130	\$134	\$138
51-75	\$120	\$124	\$127	\$131	\$135
76-100	\$118	\$121	\$125	\$129	\$132
101-150	\$115	\$119	\$122	\$126	\$130
151-200	\$113	\$116	\$120	\$123	\$127
201 +	\$111	\$114	\$117	\$121	\$125

Pricing is inclusive of 24x7 access, service and support, and comprehensive initial and on-going training for the duration of the contract term.

Plan 1H.2 – CLEAR Investigations Advanced					
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-25	\$194	\$200	\$206	\$212	\$218
26-50	\$190	\$196	\$202	\$208	\$214
51-75	\$186	\$192	\$198	\$204	\$210
76-100	\$183	\$188	\$194	\$200	\$206
101-150	\$179	\$184	\$190	\$196	\$201
151-200	\$175	\$181	\$186	\$192	\$197
201 +	\$172	\$177	\$182	\$188	\$193

Pricing is inclusive of 24x7 access, service and support, and comprehensive initial and on-going training for the duration of the contract term.

Plan 1I – Custom Packages (Legal and Investigative Research)

Research needs can vary dramatically from agency to agency, and not all agencies require access to the same content. Custom packages are offered in recognition that some Pennsylvania Commonwealth agencies have diverse and unique needs that cannot be met by the pre-packaged content sets provided by Plans 1A-1H. This plan provides agencies with maximum flexibility to purchase custom online legal, investigative, law enforcement, and other Thomson Reuters/West products and solutions that are specifically tailored to the research needs of individual agencies and end users (including content and features, number of users, and contract length). Offering customized packages allows an agency to enjoy the best value, in terms of both price and content.

Price schedules are not available under this plan as the custom agency-specific pricing will be negotiated with the purchasing agency based on its research needs. Please contact your local West government representative for more information about these custom plans and obtain your discount. West can also provide agencies with free trial access.

11.1 Legal Research

If an agency's legal research needs differ from or extend beyond the pre-packaged content sets offered under Plans 1A-1G, we can customize a legal research package that is specific to the agency's needs.

In addition to Westlaw, Thomson Reuters offers additional legal products and solutions that may be of interest to Pennsylvania Commonwealth agencies, such as, but not limited to, legal know-how/practical legal guidance, legal drafting assistance, Knowledge Management, contract management, enhanced legal research platforms (e.g., Westlaw Edge), continuing legal education (CLE), virtual hearings, digital evidence management, digital identity, case management, and court management, workflow solutions that include – but are not limited to – matter and document management, and management of right-to-know requests and Title IX workflows.

11.2 Investigative Research

When an agency's investigative research and law enforcement needs differ from or extend beyond the pre-packaged content sets offered under Plan 1H, we can work with individual purchasing agencies to create custom special packages that are specific to an agency's investigative research needs.

Under the custom packages option, agencies can enhance their investigative research subscription with premium tools, features, and services. For example, CLEAR offers identity confirmation and risk scoring for individuals and businesses real-time gateway access to incarceration and arrest records, global risk information, license plate recognition data, additional data delivery modes including batch processing for high-volume searching and alerting, system-to-system (API) capability (which integrates query and result retrieval directly into internal user applications), and other investigative tools. This option provides agencies with maximum flexibility to purchase custom online investigative, law enforcement, and other Thomson Reuters/West products and solutions that are specifically tailored to the research needs of individual agencies and end users (including content and features, number of users, and contract length).

Plan 2A – Print Products and Programs

Option 2A—Legal Print Publications

This option provides authorized agencies a discount off retail pricing for the purchase of eligible new print titles, existing print purchases, and eligible print programs. Agencies must work with their local West representative at the time of purchase to request the discount.

- Agencies will receive a minimum of 10% off the one-time purchase of eligible new print titles. Agencies that purchase eligible new print titles on subscription will receive a 10% discount at the time of the initial purchase, followed by a 20% discount when the titles are updated and new versions are released (i.e., 20% off then-current retail rates).
- Agencies that currently subscribe to eligible print titles on subscription will continue to receive a 20% discount off those titles when new versions are released (i.e., 20% off then-current retail rates).
- Certain agencies may be eligible for additional discounting based on a multi-year commitment. These additional discounts/print programs can provide significant savings by locking in lower annual price increases as well as predictable billing for ease in budgeting. Please contact your local West representative for more information.

Terms and Conditions

The following terms and conditions apply to any contract between Thomson Reuters (West Publishing Corporation, hereinafter "West") and the Commonwealth of Pennsylvania, Department of General Services, Bureau of Procurement (hereinafter, "Commonwealth") resulting from this bid (hereinafter "contract").

- **Contract Term**—The proposed contract term is for five years: 1/1/2022 – 12/31/2027.
- **Eligibility**—The following entities are eligible to purchase services under this contract:
 - a. All Pennsylvania Commonwealth agencies under the Governor's jurisdiction.
 - b. Any Pennsylvania Commonwealth executive agency and independent agency, as defined in Section 103 of the Commonwealth Procurement Code, 62 Pa.CS. § 103, that does not fall under the Governor's jurisdiction.
 - c. Notwithstanding the language of 62 Pa.C.S.A. 103, West offers the above packages to all state-level offices and state-affiliated post-secondary schools (state courts, state legislature, state universities and academic institutions, and any other state-level institutions).
- **Agency/Purchasing Entity Locations**—Each agency location must subscribe separately. Access is limited to the agency's personnel at that location. Purchasing agencies/entities with multiple locations may purchase under the Custom Packages.
- **Authorized Users**—Only users authorized to use West products by the purchasing agency may access and use West products under the terms of the fixed-rate agreement, and such use must be solely for purposes directly related to the purchasing agency's research and work.
- **Passwords**—Each user must be assigned a separate password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among users is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to the purchasing agency if West learns that the product has been used by a person other than the person to whom the password has been issued.
- **Password Rates**—The Monthly Charge per User under each Per Password option will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one plan to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.
- **Westlaw: Included and Excluded Charges**—The proposed content is included in West's proposed fixed monthly charge. Access to and usage of all other content, features, and services is excluded and will be billed separately as excluded charges. The excluded content, features, and services will be charged at the applicable rates (including applicable transaction, communications, and other associated charges, if any) for each library, feature, or service accessed according to the then-current terms and conditions as set forth in the then-current Schedule A, Plan 2 Westlaw Government Service.

West may, at its option, make certain content, features, and services excluded charges if West is contractually bound or otherwise required to do so by a contributor of data to West, or if the content, features, and services are enhanced or released after the effective date of any contract awarded to West pursuant to this bid.

- **CLEAR Usage**—West’s offer allows for CLEAR usage up to ten times the proposed fixed-monthly charge. (Usage will be calculated using then-current retail rates.) If the purchasing agency’s usage exceeds this limit in a given month, users will still have access to complete searching and reporting functionality within CLEAR; however, access to CLEAR’S live gateways may be limited for the remainder of that month or other remedies may be sought, such as renegotiating the purchasing agency’s fixed rate. (Please note: Most customers are not affected by this usage limit because the usage threshold is so high. And should the usage limit be reached, access to most CLEAR functionality is not directly affected; restrictions would apply to only a few premium gateway sources.)
- **CLEAR: Non-FCRA Use**—CLEAR is intended for due diligence and investigative purposes, activities not regulated by the Fair Credit Reporting Act (FCRA). Thomson Reuters is not a consumer reporting agency, and customers must not use any of the content, information, or services provided on our sites as a factor in establishing a consumer’s eligibility for credit or insurance to be used primarily for personal, family, or household purposes; for employment purposes; in consumer debt-collection decisions, or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 USCA §1681b).
- **New Content, Features, Services, and Platforms**—West reserves the right to charge for any new content, features, services, or platforms released during the term of this contract (whether “third-party” content or not), and such charges may be separate from and in addition to the Fixed Monthly Charge. Such charges (if any) shall not be greater than the charges at which such content, features, services, or platforms are made available to West’s other government subscribers under West’s then-current Government Price Plan.

If, however, any new content, features, services, or platforms released during the term of this contract are made generally available to government subscribers as part of their fixed rate agreement, West will also make these same new content, features, services, or platforms available to the agency at no extra cost.

- **Ordering Documents**—All access to and usage of Westlaw is governed by the then-current Thomson Reuters General Terms and Conditions, Product-Specific Terms, and applicable Order Form. These documents (included at the end of this pricing proposal) will be incorporated by reference into and made part of any contract awarded to West pursuant to this bid.
- **Credentialing Documents**—Access to and usage of CLEAR/PeopleMap requires completion of the then-current Account Validation and Certification (AVC) Form. (A sample of this document is included at the end of this pricing proposal.)

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

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

- **Order Processing**— Unless otherwise stated in the Order Form, service will begin the first day of the first month following receipt of the fully executed West Order Form and after any necessary credentialing has been completed, provided adequate time is available for implementing the contract. In general, to implement a contract West must receive the fully executed contract no later than five business days prior to the end of the month preceding the start of service.

To expedite the processing of an order, please ensure that the order references West’s Order Form (i.e., “This Order incorporates by reference the attached West Order Form”).

- **Survivability**—At the time of expiration or cancellation of the Established Price Contract, any existing multi-year agreement between West and a purchasing agency will remain in effect and continue to exist under the terms and conditions of the Established Price Contract, including payment for services, until the term expires as set forth in the multi-year agreement.
- **Offer Acceptance Period**—The terms of this price proposal are valid for 60 days from the submittal date of this bid.

Assumptions, Conditions, and Exceptions to the IFB

West includes the following assumptions, conditions, and exceptions in its offer. The exceptions will be part of any contract that may be awarded to West pursuant to this solicitation.

PART IV – STATEMENT OF WORK

IV-3 Agency Ordering Process.

In answers to questions, the Commonwealth removed the requirement for Change Orders. It is this Bidder's assumption that in removing the Change Order requirement that the Commonwealth is also removing the need for the Contracting Officer to approve the addition of products and services to the contract, and that Custom Packages under the new contract will function in a way that is substantially similar to the current contract.

IV-5 Reports. – Contractor respectfully requests the following modification to the last sentence:

"Report should include at a minimum ~~full name, email address, time period of spend, products/services purchased and agency~~ the name of the agency, invoice date, product name, product material number and price."

Exceptions to the Terms and Conditions for Online Legal Research Services

PART V - CONTRACT TERMS and CONDITIONS

V.10 CONTRACT-008.1a Warranty. (Oct 2006) – Contractor respectfully requests that, due to the nature of the product, the Commonwealth's language be deleted and replaced with Contractor's standard language, which is as follows:

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

V.11 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013) – Due to the nature of the services being provided, Contractor cannot guarantee that products provided are completely free from any third-party claims. However, Contractor will indemnify the Commonwealth against any third party claims. We respectfully request that the language in this section be deleted and replaced with our standard contract language, which is as follows:

If a third party sues you claiming that a product you licensed in the agreement infringes that party's intellectual property right and your use of our product has been in accordance with the terms of the agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by us. You must promptly notify us in writing of the claim, supply information we reasonably request, and allow us to control the defense and settlement. We have no liability for claims that include items not provided by us.

V.26 CONTRACT-020.1 Audit Provisions (Oct 2006) – Contractor respectfully requests the following change:

The Commonwealth shall have the right, at reasonable times and at a site mutually agreed to by the Parties, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

V.29 CONTRACT-023.1a Termination Provisions (Oct 2013)

a. TERMINATION FOR CONVENIENCE: Contractor respectfully requests that this section be deleted. Our pricing and discounts are based on a commitment to a minimum term. We do allow of course for termination for breach and non-appropriation of funds.

V.30 CONTRACT-024.1 Contract Controversies (Oct 2011) – Contractor respectfully declines arbitration, unless required by PA state law. We therefore request all but the first sentence of subsection (a) and all of subsection (c) be deleted.

V.43 CONTRACT-036.1 Background Checks (Oct 2013) – Contractor respectfully requests that this section be deleted. We perform standard background checks on all of our employees Thomson Reuters requires background checks to be conducted in compliance with applicable laws, such as the Fair Credit Reporting Act. Pre-employment background checks generally include prior employment verification; education verification; criminal; professional license (if applicable); national identification trace and address locator; and global terrorism watch list searches. Depending on the position and/or client requirements, additional background checks may be required such as drug tests, motor vehicle checks, and/or other checks required for specific position or assignments. Where there is legitimate business reason to do so, Thomson Reuters may conduct background or drug/alcohol checks on current employees where permitted by law.

SURVIVABILITY PROVISION: - Contractor respectfully requests to add a survivability provision to the contract similar to the following:

Survivability Provision: At the time of expiration or cancellation of Contract Number XXXX, any existing multi-year agreement between the Contractor and any participating Agency as allowed under the Schedule Plans, will remain in effect and continue to exist under the terms and conditions of Contract Number XXXX, including payment for services, until the term expires as set forth in that multi-year agreement. Each multi-year agreement is a stand-alone contract which incorporates the terms of Contract Number XXXX for on-line legal services. Contract Number XXXX does not survive for purposes of procuring new on-line legal services beyond its expiration date.

Customer Training and Support

Account Management

Thomson Reuters strongly believes in developing and maintaining a customer-centric focus. Several departments within the Thomson Reuters management and organizational structure work in a coordinated effort directly dedicated to quality control and working with Commonwealth customers.

DGS's Dedicated Team

Your account management team will be responsible for the day-to-day management of any contract awarded pursuant to this IFB. Your team includes a designated Client Manager and Account Executive who will work closely with personnel from Commonwealth purchasing agencies to provide consultation and training involving all aspects of account service.

Westlaw's dedicated account management team includes:

Kim Fleming
Account Manager, Government
Phone: 717.580.5593
Email: kimberly.fleming@tr.com

Erica Roettger
Account Executive, Government
Phone: 717.725.3439
Email: erica.roettger@tr.com

CLEAR's dedicated account management team includes:

Deborah Cook
Business Development Specialist, Government Investigative
Phone: 717.870.1688
Email: deborah.cook@tr.com

Michael Murphy
Product Specialist, Government Investigative
Phone: 410.456.5061
Email: michael.murphy@tr.com

Additional Resources

To assist with contract administration, Commonwealth purchasing agencies administrators will have access to the following account management tools:

QUICKVIEW+

QuickView+ is a free, online billing and reporting service that allows subscribers to estimate their Westlaw charges before they receive an actual monthly bill. Flexible reporting allows users to track usage and charges for a particular account, client, user, or billing date. Users can choose from 20 standard report formats, or they can customize their reports to include only the fields they want and sort the information in the order they specify.

Report information can be sent to subscribers automatically (e.g., daily, weekly) via email. QuickView+ reports are downloadable in five formats, including to a spreadsheet for modification and analysis. QuickView+ uses Secure Socket Layer (SSL) encryption to ensure that billing information remains confidential as it is sent from our servers to a customer's computer.

MY ACCOUNT

My Account is a secure, web-based feature that helps users manage their accounts with Thomson Reuters. Available at myaccount.thomsonreuters.com or from legalsolutions.com, My Account lets users perform routine account management tasks, such as managing users and print subscriptions.

State and local government customers can also utilize My Account to view account balances, make online payments, and check the status of recent payments. They can also review invoices and request billing summaries.

Training

To assist users in fully realizing their research potential with West's products, we provide training at no additional charge. Your account management and training teams will work with you to determine the options and schedules to meet your specific training needs.

Self-Paced Learning

Free online videos and quick reference guides, which can help researchers get more from their Westlaw subscription, are available at legal.thomsonreuters.com/en/support. These robust, modular courses with short lessons let users learn exactly what they want at their own pace, whenever it's convenient. Titles include:

- What Content Is in My Westlaw Plan?
- Case Law Research with WestSearch
- Regulatory Research with WestSearch
- Statutory Research with WestSearch
- Verify Your Citations Using KeyCite
- Using Copy with Reference
- Boolean Terms & Connectors Searching

Virtual Training

Our product trainers are attorneys who provide initial and advanced training to our customers on the use of Westlaw, CLEAR, and our other products and services using virtual conferencing tools. Personalized one-on-one training sessions based on a customer's practice area or level of expertise are available. Trainers have extensive experience and receive on-going training to keep abreast of new teaching methods, software and hardware developments, advances in information processing, competitors' products, and current legal trends. To schedule training, contact your account manager or trainer. You can also schedule virtual training by emailing CustomerTrainingRequests@thomson.com.

On-Site Training

Customized training sessions are available for small groups at a customer's site. These training sessions are taught by our professional training staff. These training representatives are experts at gauging their students' specific skill levels and customizing the training session to meet the students' specific research needs. Trainers can also customize the training sessions to cover topical subjects relevant to a customer's areas of practice.

Note: In light of the current COVID-19 pandemic, on-site and in-person training may be limited, require additional lead time for travel, or not available for the safety of Thomson Reuters employees and our customers.

Bidder Subscriber Agreements and Sample Ordering Documents

The following contracting documents govern the access to and usage of various products that are offered under this bid. These agreements will be incorporated by reference and made part of any contract awarded to us pursuant to this bid.

Note: The appearance of ordering documents and supporting forms that are actually used may vary in appearance from the samples provided depending upon the product ordered and availability of electronic ordering systems.

LICENSING AGREEMENT TERMS

Governing terms applicable to all products offered herein.

- Document 1: General Terms and Conditions

Product-specific terms that may be applied to select orders.

- Document 2: Product-Specific Terms

ORDERING AND CREDENTIALING DOCUMENTS

Ordering documents applicable to certain products/packages offered herein.

- Document 3: West Order Form
- Document 4: West Order Form – CLEAR
- Document 5: ProFlex Order Form (for agencies with multiple locations)
- Document 6: Proflex Order Form – CLEAR (for agencies with multiple locations)
- Document 7: Special Offer Order Form (for select Westlaw, CLEAR, or other custom packages)
- Document 8: Account Validation and Certification (AVC) Form (account credentialing form required by law for access to Westlaw Public Records and CLEAR)
- Document 9: Addendum to AVC Form – Multi-Location
- Document 10: Addendum to AVC Form – Unmasked Data Request (account credentialing form required by law for access to Social Security Numbers, Date of Birth, and/or Driver's License information for CLEAR)

TRANSACTIONAL RATE SCHEDULES

Transactional rates for access to and usage of excluded content, features and services.

- Document 11: Schedule A Plan 2 Westlaw Government Service (transactional rates for access to and usage of excluded content, features, and services)
- Document 12: CLEAR Services Schedule A (transactional rates for access to and usage of excluded content, features, and services)

Additional Attachments

These attachments are provided as a means of further describing the content, features, and services available via Westlaw. Some of the attachments may describe information that is excluded from West's offer. Please refer to West's Pricing Proposal for information about the content, features, and services that are included and excluded from West's offer.

- Addendum Regarding Bidder's Terms and Conditions
- PA MSA Report Example



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

1. OUR PRODUCTS & SERVICES

- (a) **Limited License.** Together with our licensors, we own and retain ownership of all rights of whatever nature in and to our products, services, and data (whether tangible or intangible). You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the Agreement and each of us shall at all times act in accordance with applicable laws, including export controls and economic sanctions that apply to us in connection with the Agreement.
- (b) **Changes to Service.** Our products and services change from time to time, but we will not change the fundamental nature of our products or services.
- (c) **Passwords.** Your access to certain products and services is password protected. You are responsible for assigning the passwords and for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that both you and our property is secure and inaccessible to unauthorized persons.
- (d) **Unauthorized Technology.** Unless previously authorized by Thomson Reuters, you must not (i) run or install any computer software or hardware on our products, services or network; use any technology to automatically download, mine, scrape or index our data; or (ii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.
- (e) **Usage Information.** We may collect information related to you or your use of our products, services and data. We may use this information to (i) test, develop and improve our products and services, and create and own derivative works based on such information, provided such information is not identifiable to you or any other person and (ii) to protect and enforce our rights under the Agreement, and we may pass this information to our third party providers for the same purposes.
- (f) **Third Party Providers.** Our products and services may include data and software from third parties. Some third party providers require Thomson Reuters to pass additional terms through to you. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for our products and services click the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all applicable third party terms.
- (g) **Third Party Supplemental Software.** You may be required to license third party software to operate some of our products and services. Additional terms may apply to the third party software.
- (h) **Limitations.** Unless otherwise expressly permitted in the Agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property or our third party providers' property to create any derivative works or competitive products; or (iii) allow any third parties to access, use or benefit from our property in any way. Exercising legal rights that cannot be limited by agreement is not precluded. If you are in the business of providing audit, tax, accounting, or legal services to your clients, this Section 1(h) does not preclude you from using our products and services to benefit your clients in the ordinary course of your business. Except as expressly set forth in this Agreement we retain all rights and you are granted no rights in or to our products, services and data.
- (i) **Services.** We will provide the services using reasonable skill and care. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.
- (j) **Security.** Each of us will use and will require any third party data processors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party's data and will use reasonable efforts to remedy identified security vulnerabilities.
- (k) **Your Responsibilities.** You are responsible for and/or will take all necessary steps to ensure or regarding (i) proper use of our products and services in accordance with all usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our product, services or data; (iv) your combination of our products, services, data

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

2. INFORMATION SERVICES

- (a) **License.** In the ordinary course of your business and for your internal business purposes only you may view, use, download and print data from our information services for individual use and may on an infrequent, irregular and ad hoc basis, distribute limited extracts of our data. Neither such extracts nor downloaded, printed or stored data may reach such quantity as to have independent commercial value and using such data as a substitute for any service (or a substantial part of it) provided by Thomson Reuters, our affiliates or our third party providers is prohibited. Where data is permitted to be used or distributed, Thomson Reuters and the third party content provider, if applicable, must be cited and credited as the source. Copyright notices must be retained on transmitted or printed items. Access to certain data may be restricted depending on the scope of your license.
- (b) **Further Distribution.** You may also distribute our data: (i) to authorized users; (ii) to government and regulatory authorities, if specifically requested; and (iii) to third party advisors, limited to the extent required to advise you and provided they are not competitors of Thomson Reuters. Laws applicable in your jurisdiction may allow additional uses.

3. INSTALLED SOFTWARE

- (a) **License.** You may install and use our software and documentation only for your own internal business purposes. Software licenses include updates (bug fixes, patches, maintenance releases), and do not include upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.
- (b) **Delivery.** We deliver our software by making it available for download. When you download our software and documentation, if any, you are accepting it for use in accordance with the Agreement.

4. SOFTWARE AS A SERVICE (SaaS)

- (a) **License.** You may use our SaaS only for your own internal business purposes.
- (b) **Delivery.** We deliver our SaaS by providing you with online access to it. When you access our SaaS, you are accepting it for use in accordance with the Agreement.
- (c) **Content.** Our SaaS is designed to protect the content you upload. You grant Thomson Reuters permission to use, store and process your content in accordance with applicable law. Access and use of your content by Thomson Reuters, our employees and contractors will be directed by you and limited to the extent necessary to deliver the SaaS, including training, research assistance, technical support and other services. We may delete or disable your content if required under applicable laws and in such instances, we will use our reasonable efforts to provide notice to you. If your content is lost or damaged, we will assist you in restoring the content to the SaaS from any available backup copy.

5. CHARGES

- (a) **Payment and Taxes.** You must pay our charges within 30 days of the date of invoice in the currency stated on your order form. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including legal fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.
- (b) **Changes.** During the term, we can increase, or adjust the basis for calculating, the charges on a periodic basis as set out in your order form. Except as otherwise specifically stated in the order form, we may increase, or adjust the basis for calculating, the charges for our products and services with effect from the start of each renewal term by giving you at least 90 days written notice.

(c) **Excess Use.** You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our products, services or data.

6. PRIVACY

Each of us will at all times process, protect and disclose personally identifiable information received as a result of this Agreement ("PII") in accordance with applicable law. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized or unlawful destruction, loss, alteration, disclosure or access to PII. You acknowledge and agree to the transfer and processing of PII in the geographical regions necessary for Thomson Reuters to fulfill our obligations. When applicable to your location, additional terms will apply to the Agreement, including our General Data Protection Regulation (2016/679) (GDPR) terms located at www.tr.com/privacy-information.

7. CONFIDENTIALITY

Confidential information received from each other will not be disclosed to anyone else except to the extent required by law or as permitted under the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. This section shall survive three (3) years after the termination of the Agreement or until the confidential information is no longer deemed confidential under applicable law, whichever occurs first.

8. WARRANTIES AND DISCLAIMERS

ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. IN ENTERING THIS AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT.

(a) **EXCLUSION OF WARRANTIES.** UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE PRODUCTS OR SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE.

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

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

(d) **DISCLAIMER.** YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY PRODUCTS OR SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE PRODUCTS OR SERVICES.

(e) **NO ADVICE.** WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE PRODUCTS OR SERVICES OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU

OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS.

9. LIABILITY

(a) **LIMITATION.** EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID). IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

(b) **Unlimited Liability.** Section 9(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 9(a) does not limit your indemnification obligations in Section 9(d) or your obligation to pay the charges on the order form and all amounts for use of the products and services that exceed the usage permissions and restrictions granted to you. Nothing in this Agreement limits liability that cannot be limited under law.

(c) **Third Party Intellectual Property.** If a third party sues you claiming that our products, services or data, excluding any portions of the same provided by our third party providers infringes their intellectual property rights and your use of such products, services or data has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our products, services or data with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our products, services or data other than by Thomson Reuters or our subcontractors; (iii) use of a version of our products, services or data after we have notified you of a requirement to use a subsequent version; or (iv) your breach of this Agreement. Our obligation in this Section 9(c) is conditioned on you (A) promptly notifying Thomson Reuters in writing of the claim; (B) supplying information we reasonably request; and (C) allowing Thomson Reuters to control the defense and settlement.

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

(e) We will not be responsible if our product or service fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product or service failed because of one of these, we also reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

10. TERM, TERMINATION

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

(b) **Suspension.** We may on notice terminate, suspend or limit your use of any portion or all of our products, services or other property if (i) requested to do so by a third party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third party provider; or a violation of third party

rights or applicable laws. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

(c) **Termination.** We may, upon reasonable notice, terminate all or part of the Agreement in relation to a product or service which is being discontinued. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Any failure to fully pay any amount when due under this Agreement is a material breach for this purpose.

(d) **Effect of Termination.** Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must uninstall or destroy all property of the other and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

(e) **Amendments.** We may amend these General Terms and Conditions from time to time by giving you at least 30 days prior written notice. You may request good faith negotiations regarding the amended terms and conditions. If the parties cannot reach mutual agreement on the amended terms and conditions within 30 days, you may terminate the agreement immediately upon written notice.

11. FORCE MAJEURE

We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the products or services and continue for more than 30 days, either of us may terminate any affected product or service on notice to the other.

12. THIRD PARTY RIGHTS

Our affiliates and third-party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

13. GENERAL

(a) **Assignment.** You may not assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without our

prior written consent. We may assign or otherwise transfer the Agreement (including any of our rights or remedies) in whole or in part to an affiliate or any entity that succeeds to all or substantially all of the assets or business associated with one or more products or services, and will notify you of any such assignment or transfer. We may subcontract any of the services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 13(a) is void.

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

(c) **Agreement Compliance.** We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

(d) **Governing Law.** If not otherwise stated in the order form, the Agreement will be governed by the laws of the State of New York and each of us hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County to settle all disputes or claims arising out of or in connection with the Agreement.

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

(f) **Trials.** All trials of our products and services are subject to the terms of these General Terms & Conditions, unless we notify you otherwise. Access to our products and services for trials may only be used for your evaluation purposes.

(g) **Support Provided:** To assist in resolving technical problems with the Services, Thomson Reuters may provide telephone and/or online access to its helpdesk, or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on <http://thomsonreuters.com/support-and-training> or as otherwise provided by Thomson Reuters.

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

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



Product-Specific Terms

- **Campus Research.** Access to Campus Research is strictly limited to current faculty, administration, staff and students. Incidental access by public walk-in users at your physical location is permissible. Campus Research is not available to law schools, offices of the general counsel of any college or university or any other similarly situated academic entities. Campus Research use is limited to educational, research and non-commercial purposes. You will exercise reasonable, good faith efforts to enforce these restrictions. You are required to provide your security certificate before remote access will be enabled. You are responsible for your security design, configuration and implementation to limit access to the Campus Research URL.

- **CD-ROM Libraries.** Your license to use our CD-ROM, DVD, USB and similar media (collectively "CD-ROM") libraries is restricted to a single office location. Each library license includes a proprietary control file which you may install on a single local area network (LAN). Employees working at or assigned to the licensed site may access the CD-ROM libraries by remote connection to the LAN installed at the licensed site. Access to CD-ROM libraries through wide area networks, multiple LANs, multiple sites or similar arrangements is prohibited.

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

We may terminate a CD-ROM library subscription on 30 days prior written notice if the library is no longer commercially available. Upon termination by either party, you shall immediately destroy the terminated CD-ROM libraries and destroy CD-ROM library data maintained on a permanent storage drive.

- **Contract Express.**

- **Applicability.**

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

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

- **Scope of Contract Express Licenses:**

License types:

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

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

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

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

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

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

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

- **Service Availability and Support.**

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

- **Access to Contract Express Via API.**

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

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

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

Suspension. Thomson Reuters may suspend, disable or withdraw access via the API at any time if, in our reasonable opinion, you have breached any material term of the Agreement or if there is risk of any breach of security. Thomson Reuters will not be responsible for any loss, damage, costs, expenses or other claims by you, any user or third party resulting from the suspension of access via the API.

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

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.

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



THOMSON REUTERS

Check West account status below as applicable:

Rep Name & Number _____

New _____ (NACI Form attached)

Existing with Increase Credit Limit _____ (NACI Form attached)

Existing with no changes _____ Existing with changes _____ (Permanent name change must attach a Customer Name Change Form)

Acct # _____ Quote # _____ PO # _____ Date _____

Name/Subscriber _____ Bill To Acct # _____

Order Confirmation Contact Name _____

E-Mail _____

Password Contact Name (for password delivery) _____

E-Mail _____

Time and Billing Contact Name _____

E-Mail _____

Federal Government Account Type _____

Non-FEDLINK _____

FEDLINK _____

GSA _____

MSA Jurisdiction _____

Contract # _____

Option # _____

Permanent Address Change _____ One-Time Ship To _____ Additional Ship To _____ Additional Bill To _____

Name _____ Attn: _____

Address _____ Suites/Floor _____

City _____ State _____ Country _____ Zip _____

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

I F N E E D E D

Online/CD-ROM/Practice Solutions/Software Products

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

Notes:

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Concurrent Patron Users, Active Legal Holds, and Quantity of Additional Storage.

Total Monthly Charges (initial Term) \$ _____

Online/Practice Solutions/Software Products Subscriptions

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

When your Minimum Term terminates, the following will apply:

Government Subscribers Post-Minimum Term. At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges, as defined below. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges, as defined below. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

CD-ROM and Dissomaster Products
--

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

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

 Initials for Post Minimum Term Subscription Services. I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. At the end of the Minimum Term, your Monthly Charges will be billed at up to our then current retail rate.

Your West sales representative will provide frequency of updates upon request. For transportation charges, returns and refunds see Miscellaneous below.

Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

 Annual billing (please check if requested)

Banded Products Subscriptions

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

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

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

Notes:

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

When this Renewal Term expires the following will apply.

Government Subscribers Post-Renewal Term. At the end of the Renewal Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges, as defined below. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges, as defined below. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

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

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

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

Last Name _____ First Name _____ E-mail _____

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

Notes: _____

Total Charges \$ _____

Initial for Subscription Services. I understand that West will continue to provide subscription services for the print and/or CD-ROM products designated above. Print and/or CD-ROM subscription services include automatic shipments. For print subscriptions you will receive automatic shipments of updates and supplements, such as pocket parts, pamphlets, replacement volumes or loose-leaf pages and will be billed or auto-charged or debited (if separately authorized) at our then current rates. Anniversary billed print products (annual billed and monthly billed) will be billed at then current rates. Monthly anniversary billed products will be billed monthly at then current rates. For CD-ROM subscriptions you will receive automatic shipments of updates and supplements and will be billed or auto-charged or debited (if separately authorized) at our then current rate.

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

Subscription services will continue until cancelled by either party at any time in writing. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Online/CD-ROM Products to be Lapsed

Full Svc #	Online/CD-ROM Products	# of Passwords

Notes:

Westlaw Roaming Access

If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

Initial to block roaming access

Miscellaneous

1. **Thomson Reuters General Terms and Conditions**, apply to all products ordered, except print and is located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf. The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at legalsolutions.com/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

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

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

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

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

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

7. **Transportation Charges.** Print and CD-ROM 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 the then current carrier rate.

8. **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 legalsolutions.com/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
- CD-ROM
- 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

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name _____

Title _____

Date _____

Signature _____

For Credit Card Transactions only: Visa _____ Master Card _____ Am Ex _____

Card # _____ Expir. Date _____ Total Amt. to Charge for this Order _____

Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

For Internal Use Only (Rep to complete for telephone print orders only)
By signing and completing below the Rep certifies that he/she discussed
and received assent to the Subscription Services terms above from
Subscriber.
Date: _____ Time: _____
Name of Customer Placing Order: _____
Signature of Rep: _____

SAMPLE

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



THOMSON REUTERS

Check West account status below as applicable:		Rep Name & Number _____	
New _____ (NACI Form attached)			
Existing with no changes _____		Existing with changes _____ (Permanent name change must attach a Customer Name Change Form)	
Does Subscriber have an existing West account?			
<input type="checkbox"/> Yes If yes, please provide West account number _____			
<input type="checkbox"/> No			
Acct # _____	Quote # _____	PO # _____	Date _____
Name/Subscriber _____		Bill To Acct# _____	
Order Confirmation Contact Name _____			
E-Mail _____			
CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) _____			
E-Mail _____		Telephone _____	
CLEAR Primary Account Contact Name (general business contact) _____			
E-Mail _____		Telephone _____	
Federal Government Account Type _____		Non-FEDLINK _____	FEDLINK _____ GSA _____
MSA Jurisdiction _____		Contract # _____	Option# _____
Permanent Address Change _____		One-Time Ship To _____	Additional Ship To _____ Additional Bill To _____
Name _____		Attn: _____	
Address _____		Suite/Floor _____	
City _____	State _____	County _____	Zip _____
CLEAR Fixed Rate			

REQUIRED

IF NEEDED

Full Svc #	CLEAR Products	Quantity *	Monthly Banded/ Base Rate	Per User Rate	Other	Total Monthly Charges	Minimum Term (Months)

* Fill in the maximum number of Users, Alerts, Seats, Sworn Officers.

Notes:

Total Monthly Charges (Initial Term) \$ _____

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

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case. If you have an existing Per User CLEAR license and are using this Order Form to add additional users, the Minimum Term in your underlying Order Form will apply.

If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month if Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 day written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 day written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alert allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Government Subscribers Post-Minimum Term. At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges, as defined herein. Either of us may cancel Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 61 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-18033.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term may exercise the option to implement those additional years pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges, as defined herein. Either of us may cancel in writing at least 60 days before a Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 61 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-18033.

Enterprise Law Enforcement Subscribers

You certify your total number of Sworn Officers is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

CLEAR Batch Transactional

Full Svc #	CLEAR Batch Products	# of Users	Other

Notes:

Access to CLEAR Batch Transactional begins on the date we process your order and continues for 12 complete calendar months. You may select a longer Minimum Term by initialing below. CLEAR Batch Transactional charges are assessed when you access CLEAR Batch. To apply CLEAR Batch charges to a specific month, the batch request must be submitted at least five (5) business days prior to the end of the month. Transactional charges are calculated based upon our then current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice. Initial below for a longer Minimum Term.

___ 24 Month Minimum Term.

___ 36 month Minimum Term.

Government Subscribers Post-Minimum Term. At the end of the Minimum Term your subscription will automatically renew. Schedule A rates may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 61 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term may exercise the option to implement those additional years pursuant to federal law.

Automatic Renewal for Non-Government Subscribers Only. If you are a non-government customer, your subscription will automatically renew at the end of its Minimum Term. Schedule A rates may change after at least 30 days written or online notice. Either of us may cancel the renewal in writing at least 60 days before a renewal period starts. Send your notice of cancellation to Customer Service, 61 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Office Use Only
OF Instruct: Enter a discount of 100% - in the Condition Group 1 field on Additional Data A tab.

CLEAR Window							
Full Svc #	CLEAR Window Products	# of Users	List	Other	Monthly Charges	Monthly Window	Minimum Term (Months)
Notes:							

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. Monthly Charges are due regardless of the level of your usage. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges, you are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then current Schedule A rate. You are also responsible for all Excluded Charges. Schedule A rates may change upon at least 30 days written or online notice. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Monthly Pricing Attachment to the Order Form.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case.

Government Subscribers Post-Minimum Term. At the end of the Minimum Term your subscription will automatically renew and your Monthly Charges will be billed at up to our then current rate. Thereafter, we may modify the Monthly Charges after at least 60 days notice. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 0% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges, as defined below. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Subscriber Certification Section	
Required for all accounts that interact with, manage or house inmates or detainees.	
Subscriber Certifications must be completed for every order, including renewals.	
By initialing below, Subscriber certifies its understanding and acceptance of the security limits of CLEAR and responsibility for controlling product, Internet and network access:	
_____	Subscriber's Initials. Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is Subscriber's responsibility to control access to the Internet.
_____	Subscriber's Initials. Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL. Subscriber will design, configure and implement its own security configuration.
_____	Subscriber's Initials. Subscriber will not use any Data nor distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.
_____	Subscriber's Initials. Subscriber will only access CLEAR for administrative or internal business purposes. All use will fully comply with the following restrictions: <ul style="list-style-type: none"> • In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to CLEAR or CLEAR data. • Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access. • No access shall be outsourced or otherwise provided to third parties. • Subscriber is solely responsible for ensuring that sensitive information is not made available beyond its stated permissible use.

IP Address Section
Only External IP Address(es) or Range(s) Must Be Provided

Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements must be provided for all CLEAR orders:

- IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited.
- IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255.
- All IP addresses must be IPv4 addresses.

Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber

Subscriber's Internet Service Provider Name _____

Provide IP Address(es) or IP Address Range(s) below Additional page(s) may be attached if needed

Beginning IP Address _____ Ending IP Address _____

Beginning IP Address _____ Ending IP Address _____

CLEAR Subscribers may receive roaming access to CLEAR by default. Roaming access permits use outside your designated IP Address/Range. We may, at our option, block roaming access.

_____ Initial here if you would like us to block roaming access.

If you do not know your company's external IP address(s), try the following:

1. Contact your network administration, firewall or security team
2. Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc)
3. Go to the following URL in your browser: <https://sionon.thomsonreuters.com/aboutme> or <http://www.whatismyip.com> to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)

Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)

Name (please print) _____

Telephone _____

E-Mail _____

REQUIRED

IF APPLICABLE

CLEAR Users, My Account, Administrator and Authorized QuickView+ User

Last Name	First Name	E-mail Address	CLEAR Products	IN	AD	AN	SV	TC

If necessary, use additional pages and include full name, email address, and user type.

User Type Key

IN = Investigator

AD = Administrator

AN = Analyst

SV = Supervisor

TC = Technical

My Account is provided as a service to you for user management:

Last Name _____ First Name _____ E-Mail _____
 (Required)

QuickView+ is provided as a service to you for estimating your charges. Actual charges billed may vary from Quickview+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com> Identify which password holder you would like to have Quickview+ access.

Last Name _____ First Name _____ E-Mail _____
 (Required)

CLEAR Fixed Rate Renewals
Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.

Sub Matl #	CLEAR Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)
Notes				

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

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement; 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

Government Subscribers Post-Renewal Term. At the end of the Renewal Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges, as defined below. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Renewal Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges, as defined below. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

CLEAR Window Renewals
Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.

Sub Matl #	CLEAR Products	Current Monthly Charges*	Renewal Term (Months)
Notes			

* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before this Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges are due regardless of the level of your usage. The Monthly Window will remain unchanged. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. You are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Schedule A rates may change upon at least 30 days written or online notice. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Monthly Pricing Attachment to the Order Form.

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

Government Subscribers Post-Renewal Term. At the end of the Renewal Term your subscription will automatically renew and your Monthly Charges will be billed at up to our then current rate. Thereafter, we may modify the Monthly Charges after at least 60 days notice. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 61 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Renewal Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length and include a 0% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel 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.

CLEAR Products to be Lapsed	
Full Svc #	CLEAR Products
Miscellaneous	

1. Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf. The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at legalsolutions.com/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event of a conflict between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

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

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

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

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

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

7. **Regulated Data.** 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 to 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 the General Terms and Conditions.

8. CLEAR System to System.

- a. We will issue one (1) entity-wide password for System to System access which will not be assigned to individual users. We will provide you with a security certificate that you must install on your systems in order to access our system(s). You will be required to provide the Internet Protocol ("IP") Addresses or IP Address Range in order to access CLEAR. IP Addresses assigned to jurisdictions outside the United States or in West-designated United States Territories are prohibited. You will implement any other security measures we deem necessary. We retain the right to temporarily or permanently block access if your use of the system, including but not limited to high search volume, is compromising the stability or integrity of our systems.
- b. We may provide one (1) entity-wide, non-transferable, limited license with limited access to CLEAR for your internal testing and maintenance purposes. Testing access may only be used for functional testing, and counts toward any usage volumes under your CLEAR subscription. You are expressly prohibited from conducting any load testing, as determined in our sole discretion. You represent and warrant that all testing and maintenance will be conducted in strict accordance with our guidelines and instructions, and this agreement

9. CLEAR Subscribers via an Integrator and CLEAR System to System. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in paragraph 8 above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber

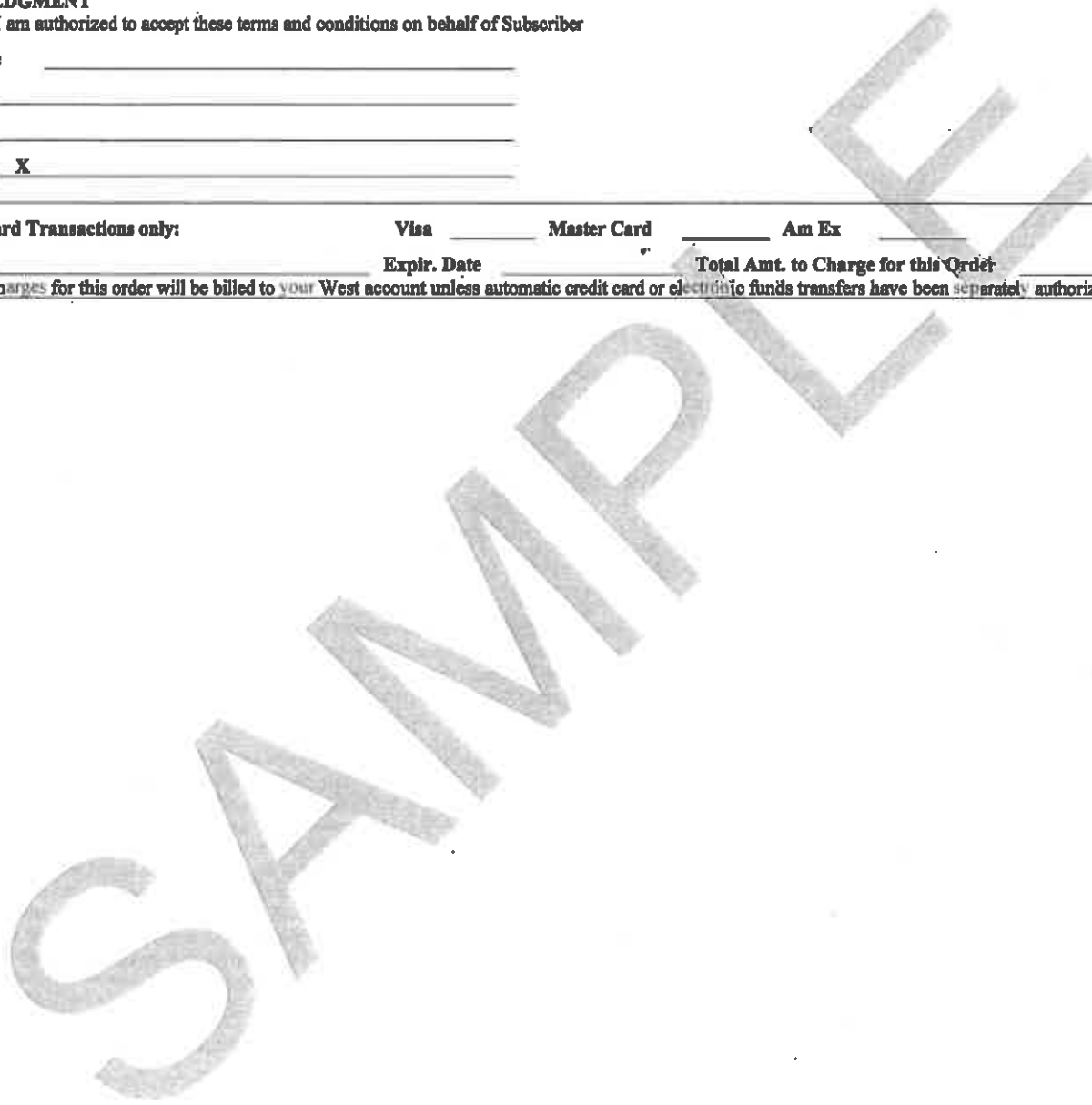
Printed Name _____

Title _____

Date _____

Signature X _____

For Credit Card Transactions only:	Visa _____	Master Card _____	Am Ex _____
Card # _____	Expir. Date _____	Total Amt. to Charge for this Order _____	
Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.			



WEST ORDER FORM-ProFlex
 for WestlawPRO, Software
 and Practice Solutions Subscribers
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



THOMSON REUTERS

Check West account status below as applicable:		Rep Name & Number _____	
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)		
Existing with no changes <input type="checkbox"/>		Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)	
Acct # _____	Quote # _____	PO # _____	Date _____
Name/Subscriber _____		Bill To Acct # _____	
Order Confirmation Contact Name _____			
E-Mail _____			
Password Contact Name (for password delivery) _____			
E-Mail _____			
Time and Billing Contact Name _____			
E-Mail _____			
MSA Jurisdiction _____		Contract # _____	Option # _____
Permanent Address Change <input type="checkbox"/>	One-Time Ship To <input type="checkbox"/>	Additional Ship To <input type="checkbox"/>	Additional Bill To <input type="checkbox"/>
Name _____		Attn: _____	
Address _____		Suite/Floor _____	
City _____	State _____	County _____	Zip _____

REQUIRED

IF NEEDED

	ProFlex Products					Total Monthly Charges	Minimum Term (Months)
Full Svc #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Quantity *	Monthly Banded Rate	Other			
40757482	ProFlex						

Notes:

* Fill in the maximum number of Passwords, Users, Seats, Files, Students, Terminals, CD/Conc. Patron Users, Active Legal Holds, and Quantity of Additional Storage.

Total Monthly Charges (initial Term) \$ _____

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

If you previously subscribed under a Special Offer Amendment/Exhibit the effective date of this Order Form is the first day of the month following the date we process your order.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

Post Minimum Term for Government Subscribers. At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges, as defined below. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges, as defined herein. 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. If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order. For concurrent Patron Access subscribers at multiple locations, the concurrent access will be limited by the quantity of Patron Access users by location, as identified on the ProFlex Addendum/Attachment.

Banded Products Subscriptions

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

Internal Corporate Use Only BND

Technical Contact for Westlaw Patron Access

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.

IP Address Range _____

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

For Internal Office Use Only
OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

ProFlex Renewals

Sub Matl #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)

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

Post Renewal Term for Government Subscribers. At the end of the Renewal Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges, as defined herein. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges, as defined herein. 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. If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

Online/CD-ROM Products to be Lapsed		
Full Svc #	Online/CD-ROM Products	Account #/Location

Westlaw Roaming

If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

____ Initial to block roaming access

Miscellaneous

- 1. Thomson Reuters General Terms and Conditions,** apply to all products ordered, except print and is located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf. In the event of a conflict between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.
- 2. Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

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

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

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

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

7. **Transportation Charges.** Print and CD-ROM 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 our then current carrier rate.

8. **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 legalsolutions.com/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
- CD-ROM
- 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

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name _____

Title _____

Date _____

Signature _____ X

For Credit Card Transactions only:	Visa _____	Master Card _____	Am Ex _____
Card # _____	Expir. Date _____	Total Amt. to Charge for this Order _____	

Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

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



Document 0
THOMSON REUTERS™

Check West account status below as applicable:		Rep Name & Number _____	
New ____ (NACI Form attached)			
Existing with no changes ____		Existing with changes ____ (Permanent name change must attach a Customer Name Change Form)	
Does Subscriber have an existing West account?			
<input type="checkbox"/> Yes If yes, please provide West account number _____			
<input type="checkbox"/> No			
Acct # _____	Quote # _____	PO # _____	Date _____
Name/Subscriber _____		Bill To Acct# _____	
Order Confirmation Contact Name _____			
E-Mail _____			
CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) _____			
E-Mail _____		Telephone _____	
CLEAR Primary Account Contact Name (general business contact) _____			
E-Mail _____		Telephone _____	
MSA Jurisdiction _____		Contract # _____ Option # _____	
Permanent Address Change ____		One-Time Ship To ____	
Additional Ship To ____		Additional Bill To ____	
Name _____		Attn: _____	
Address _____		Suite/Floor _____	
City _____		State _____ County _____ Zip _____	
CLEAR ProFlex Fixed Rate			
Full Svc #	CLEAR ProFlex Products	# of Users	Monthly Rate
Other	Total Monthly Charges	Minimum Term (Months)	
41308780	CLEAR ProFlex		
Notes:			

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

I F N E E D E D

Total Monthly Charges (initial Term) \$ _____

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form. Excluded Charges are charges for accessing CLEAR services data that is not included in your subscription. You are also responsible for all Excluded Charges, as defined below.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case. If you have an existing Per User CLEAR license and are using this Order Form to add additional users, the Minimum Term in your underlying Order Form will apply.

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you elect to terminate any of your ProFlex Products and/or locations during your subscription terms, the Total Monthly Charges will not be adjusted.

We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

When your Minimum Term terminates, the following will apply.

Post Minimum Term for Government Subscribers. At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges, as defined herein. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges, as defined herein. 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.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

Enterprise Law Enforcement Subscribers			
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You certify your total number of sworn officers is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

CLEAR ProFlex Batch Transactional			
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Full Svc #	CLEAR ProFlex Batch Products	# of Users	Other
	CLEAR ProFlex Batch		

Notes:

Access to CLEAR Batch Transactional begins on the date we process your order and continues for 12 complete calendar months. You may select a longer Minimum Term by initialing below. CLEAR Batch Transactional charges are assessed when you access CLEAR Batch. To apply CLEAR Batch charges to a specific month, the batch request must be submitted at least five (5) business days prior to the end of the month. Transactional charges are calculated based upon our then current Schedule A rates. Schedule A rates may change upon at least 30 days written or online notice.

Initial below for a longer Minimum Term.

___ 24 Month Minimum Term.

___ 36 month Minimum Term.

When your Minimum Term terminates, the following will apply.

Automatic Renewal Term. Your subscription will automatically renew at the end of its Minimum Term. Schedule A rates may change after at least 30 days written or online notice. Either of us may cancel the renewal in writing at least 60 days before a renewal period starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

The ProFlex Addendum includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments (PF743.doc) include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

Office Use Only

OF instruct: Enter a discount of 100% - in the Condition Group 1 field on Additional Data A tab.

CLEAR ProFlex Window							
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Full Svc #	CLEAR ProFlex Window Product	# of Users	List	Other	Monthly Charges	Monthly Window	Minimum Term (Months)
41308780	CLEAR ProFlex Window						

Notes:

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes 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 ("Minimum Term"). Monthly Charges are due regardless of the level of your usage. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges, you are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then current Schedule A rate. You are also responsible for all Excluded Charges. Schedule A rates may change upon at least 30 days written or online notice. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Monthly Pricing Attachment to the Order Form.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case.

When your Minimum Term terminates, the following will apply.

Post Minimum Term for Government Subscribers. At the end of the Minimum Term, your Monthly Charges and Monthly Window will remain unchanged. You are also responsible for all Excluded Charges, as defined herein. Either of us may cancel this after the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"). Your Monthly Charges and Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges, as defined herein. 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.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

Subscriber Certification Section
Required for all accounts that interact with manage or house inmates or detainees.
Subscriber Certifications must be completed for every order, including renewals.
By initialing below, Subscriber certifies its understanding and acceptance of the security limits of CLEAR and responsibility for controlling product, Internet and network access:
<input type="checkbox"/> Subscriber's Initials. Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is Subscriber's responsibility to control access to the Internet.
<input type="checkbox"/> Subscriber's Initials. Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL. Subscriber will design, configure and implement its own security configuration.
<input type="checkbox"/> Subscriber's Initials. Subscriber will not use any Data nor distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.
<input type="checkbox"/> Subscriber's Initials. Subscriber will only access CLEAR for administrative or internal business purposes. All use will fully comply with the following restrictions: <ul style="list-style-type: none"> • In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to CLEAR or CLEAR data. • Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access. • No access shall be outsourced or otherwise provided to third parties. • Subscriber is solely responsible for ensuring that sensitive information is not made available beyond its stated permissible use.

IP Address Section
Only External IP Address(es) or Range(s) Must Be Provided
<p>Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements <u>must</u> be provided for all CLEAR orders:</p> <ul style="list-style-type: none"> • IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited. • IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0 - 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255. • All IP addresses must be IPv4 addresses. <p><i>Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber</i></p> <p>Subscriber's Internet Service Provider Name _____</p> <p>Provide IP Address(es) or IP Address Range(s) below _____</p>
RE QUI RED

Additional page(s) may be attached if needed

Beginning IP Address	_____	Ending IP Address	_____
Beginning IP Address	_____	Ending IP Address	_____
Beginning IP Address	_____	Ending IP Address	_____
Beginning IP Address	_____	Ending IP Address	_____

CLEAR Subscribers may receive roaming access to CLEAR by default. Roaming access permits use outside your designated IP Address/Range. We may, at our option, block roaming access.

_____ Initial here if you would like us to block roaming access.

If you do not know your company's external IP address(s), try the following:

1. Contact your network administration, firewall or security team
2. Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)
3. Go to the following URL in your browser: <https://signon.thomsonreuters.com/aboutme> or <http://www.whatismyip.com> to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)

Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)

Name (please print)	_____	IF APPLICABLE
Telephone	_____	
E-Mail	_____	

CLEAR My Account Administrators and Authorized QuickView+ User

My Account is provided as a service to you for user management, general account information and granting access to other My Account users. Identify which person you would like as your My Account Administrator:

Last Name	_____	First Name	_____	E-Mail	_____	(Required)
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QuickView+ is provided as a service to you for estimating your charges. Actual charges billed may vary from Quickview+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com> Identify which password holder you would like to have Quickview+ access:

Last Name	_____	First Name	_____	E-mail	_____
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CLEAR ProFlex Fixed Rate Renewals

Subscriber Certification section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.

Sub Matl #	CLEAR ProFlex Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)

Monthly Charges for the Initial Renewal Year are set forth above, and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. You are also responsible for all Excluded Charges, as defined below. Excluded Charges are charges for accessing services that are not included in your subscription. Excluded Charges may change after at least 30 days written or online notice. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form.

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

Post Renewal Term for Government Subscribers. At the end of the Renewal Term, and your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges, as defined herein. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges, as defined herein. 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.

CLEAR ProFlex Window Renewals				
Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.				

Sub Matl #	CLEAR Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)
Notes				

Renewal Term Monthly Charges are due regardless of the level of your usage. The Monthly Window will remain unchanged. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. You are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Schedule A rates may change upon at least 30 days written or online notice. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form.

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

Post Renewal Term for Government Subscribers. At the end of the Renewal Term, your Monthly Charges and Monthly Window will remain unchanged. You are also responsible for all Excluded Charges, as defined herein. Either of us may cancel the after the Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length. Your Monthly Charges and Monthly Window will remain unchanged, and include a 0% price increase. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges, as defined herein. 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.

CLEAR Products to be Lapsed		
Sub Matl #	Product(s) Description	Account #/Location

Miscellaneous

1. Thomson Reuters General Terms and Conditions, are located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf and apply to all products ordered, purchased or licensed on this Order Form except print. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

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

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

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

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

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

7. Regulated Data. 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 to 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 the General Terms and Conditions.

8. CLEAR Subscribers via an Integrator. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in paragraph 8 above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name _____

Title _____

Date _____

Signature _____

For Credit Card Transactions only:		Visa _____	Master Card _____	Am Ex _____
Card # _____	Expir. Date _____	Total Amt. to Charge for this Order _____		
Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.				

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



THOMSON REUTERS™

SUBSCRIBER INFORMATION				
Account	TBD	Contact Name		
Name	TBD	Title		
Address Line 1		Email		
Address Line 2		Phone		
OFFER INFORMATION				
Agreement Number	TBD	Effective Date	TBD	
Material ID	Subscribed Products & Services	Authorized Users	Subscription Periods	Monthly Charges
			X/XX/XXX – X/XX/XXXX	\$X,XXX

- The General Terms and Conditions, The Thomson Reuters General Terms and Conditions** located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf apply to all products licensed on this order form. Paragraph 10 (a) of the Thomson Reuters General Terms and Conditions does not apply and this order form will not automatically renew, unless otherwise stated below. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this order form, the terms of this order form control.
- 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.
- Excluded Charges.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://legalsolutions.com/schedule-a-library-government> and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.
- Returns and Refunds.** Charges for Westlaw (including Westlaw China, Campus Research, Paralegal, Patron Access and Correctional Facilities), CLEAR (including CLEAR Cap), Monitor Suite, ProView eBooks, West LegalEdcenter, Software, TREWS, Serengeti, Practice Solutions, Library Maintenance Agreement and Special Offer/print agreements are not refundable. Please see 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.
- 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.
- 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 ordering document will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.
- Confidentiality.** You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.
- Termination.** This ordering document shall terminate simultaneously with termination of the General Terms and Conditions.
- Settling a Disputed Balance.** Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.
- Passwords.** For our products accessed by individually-issued passwords, each user, including each user that receives training, must purchase and be assigned his/her own password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among your personnel is STRICTLY PROHIBITED. We reserve the right to issue additional passwords to you and charge you for such additional password if we learn that a password has been used by a person other than the person to whom the password has been issued.
- Material Change.** If, at any time during the term of this ordering document, there is a material change in your organizational structure including, but not limited to merger, acquisitions, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.
- Westlaw and CLEAR Products Only.** 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

This Offer expires TBD 7:00 p.m. CT.

TBD - PA MSA Draft Contract.docx - 8/9/2021 11:37 AM

during the credentialing process changes. You agree and 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 decision 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 the General Terms and Conditions. You may transmit Westlaw 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.

13. **West km.** Installation and implementation of this product shall be governed by the following terms.

- (a) Each party will select an individual as its project manager within 5 business days. The parties will develop a project plan, and the project managers will serve as the primary contacts in regard to coordinating and supervising the installation of the software. Each party will be responsible for ensuring that its project manager dedicates sufficient time to fulfill that party's respective obligations. You acknowledge that a change in your project manager may result in delays in the implementation and necessitate an amendment to the project plan, and affirm that you will work with us to install and test the software in accordance with the project plan.

- (b) Implementation and consulting services and/or training may be recommended by us and purchased by you at an additional charge. The following standard implementation and consulting services are included in your Monthly Charges:

- i project launch & management
- ii strategic implementation & vetting planning
- iii software installation & technical assistance
- iv vetting toolkit rule customization and training (as applicable)
- v functionality testing & pilot user training
- vi initial product rollout
- vii transition to support & project documentation

- (c) You may submit requested changes to the project plan in writing to us. We will respond to your change request within 14 days of receipt with a change order identifying any changes to the Monthly Charges, the implementation plan and additional expenses (including any resulting delays and charges) that would result from implementing the change. You may, in your discretion, accept this change order by signing it and returning it to us. Once you sign, the change order will amend the project plan. If you reject the change order, the project plan will remain unaltered.

14. **CLEAR Credentialing.** You will not receive access to CLEAR services until your credentials have been verified by us.

15. **Batch Ongoing Testing and Maintenance.** We may provide you with 1 entity-wide, non-transferrable, limited license with limited access to the Batch services for your internal testing and maintenance purposes only. Your testing access may only be used for functional testing and is limited to no more than 5,000 transactions per calendar year (partial years to be prorated) at no charge. You are expressly prohibited from conducting any load testing or running any production transactions without our prior written approval. You are responsible for any overages or production transactions run through the testing environment. We will invoice these transactions at then-current commercial rates. You represent and warrant that all testing and maintenance will be conducted in strict accordance with our guidelines and instructions and this agreement.

16. **CLEAR Usage Limitation.** This provision does not apply to any of your Cap subscriptions. If the transactional value of your CLEAR usage exceeds the following Monthly Subscription Period limits, we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate.

Subscription Period	Monthly Usage Limit
TBD	TBD

17. **HighQ Terms and Conditions.** The following terms apply to access to the HighQ Products and are incorporated by reference into this ordering document:

- HighQ Product Specific Terms, located at <http://tr.com/HighQ-PST>
- HighQ Information Security, located at <http://tr.com/HighQ-InfoSec>

HighQ SLA. We provide service availability, maintenance and support for the HighQ Products. Details are available at:

- HighQ Service Availability, Maintenance, and Support, located at <http://tr.com/HighQ-SLA>
- HighQ Extranet. Included with your HighQ subscription is xx GB of storage and X Designated Other Users per each Core Internal User ("Authorized User" or "User") license.
- Other Users

This Offer expires TBD 7:00 p.m. CT.

TBD - PA MSA Draft Contract.docx - 9/9/2021 11:37 AM



**Account Validation and Certification (AVC) Form
Westlaw and CLEAR (Government)**

Subscriber Information	
Account Number (if applicable) _____	
Full Legal Name/Entity _____	
Business Unit/Dept/Agency _____	
The applicant's address below is (please check one): <input type="checkbox"/> a Commercial Location <input type="checkbox"/> a Residence (i.e. a home-based business)	
Street Address _____	
City _____	Country (if not US) _____
State _____	Zip _____
Main Organization Telephone _____	Location/Contact/Ext Telephone _____
Cell Phone (if no land line available) _____	E-Mail Address _____
Website _____ <input type="checkbox"/> Check here if no website available	
West products have implemented Multi-Factor Authentication and in order to access the public records products you must supply a valid External IP Address or IP Range belonging to your organization that meets the following requirements:	
<ul style="list-style-type: none"> • IP Addresses assigned to jurisdictions outside the United States or West-approved U.S. Territories are prohibited • IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255. • All IP addresses must be IPv4 addresses. • If you do not know your External IP address(es), try the following: <ul style="list-style-type: none"> ○ Contact your network administration, firewall or security team ○ Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.) 	
Go to the following URL in your browser: http://tools.whois.net/yourip/ or http://www.whatismyip.com to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)	
Internet Service Provider Name: _____	
IP Address: _____	
IP Address Range: _____	
Beginning IP Address: _____	Ending IP Address: _____
Beginning IP Address: _____	Ending IP Address: _____

REQUIRED

ALL REQUESTED INFORMATION MUST BE PROVIDED OR YOUR ORDER MAY BE DELAYED OR PRODUCT ACCESS LIMITED

SUBSCRIBER INFORMATION

Select Type of Government

- US – Federal
- US – State
- US – Local
- Tribal Government
- Other Government: _____

(Please describe)

Select Type of Academic Institution

- Privately Funded Academic Institution (non-government funded)
- Government Funded Academic Institution US – State

DATA USE INFORMATION

Do your end users have arrest powers?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Will you be using the product in relation to the collection of consumer debt (i.e., financial obligations of a consumer relating to a transaction for personal, family, or household purpose)?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Will you have end users at any location(s) other than at the address listed above? – If yes, please attach a completed Addendum to Account Validation and Certification Form – Multiple Locations.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Are you requesting "unmasked data" or full display of full Security Numbers, full Date of Birth and/or Driver's License Information? – If yes, please attach a completed Addendum to Account Validation and Certification Form – Unmasked Data Request	<input type="checkbox"/> No	<input type="checkbox"/> Yes

Will you use the product, in whole or in part, for any consumer-initiated application in order to determine an individual's eligibility for employment, credit, housing or insurance for personal, family, household or government benefit-related purposes?

No Yes

If you are using World-Check data in order to screen an individual, either in their individual capacity or in relation to a business, to determine whether to enter into a business relationship, you understand and agree that you must direct your search subject to the World-Check Privacy Statement located at, <https://risk.thomsonreuters.com/en/terms-of-business/world-check-privacy-statement.html>

Agreed N/A

Describe in detail your purpose/use case for using this product:

PERMISSIBLE USE SELECTIONS

Permissible Use under Gramm Leach Bliley Act

Your use of certain consumer data within the product is limited by the U.S. Gramm-Leach-Bliley Act (15 U.S.C. §§6801 et. seq.). In order to access this data you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the "no permissible use" option

- You certify there is no permissible use
- For use by a person holding a legal or beneficial interest relating to the consumer
- For use in complying with federal, state, or local laws, rules, and other applicable legal requirements
- For use as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer
- For use in complying with a properly authorized civil, criminal, or regulatory investigation, subpoena, or summons by federal, state, or local authorities
- For use to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability
- For use by any Law Enforcement Agency, self regulatory organizations or for an investigation on a matter related to public safety
- To persons acting in a fiduciary or representative capacity on behalf of the consumer
- For required institutional risk control or for resolving consumer disputes or inquiries
- With the consent or at the direction of the consumer

Permissible Use under Drivers Privacy Protection Act

Your use of certain drivers record and vehicle data is limited by the U.S. Drivers Privacy Protection Act (18 U.S.C. §§2721 et seq.). In order to access this data you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the "no permissible use" option.

- You certify there is no permissible use
- For official use by a Court, Law Enforcement Agency or other Government agency
- To verify or correct information provided to you by a person in order to prevent fraud, pursue legal remedies or recover a debt; skip tracing
- For use in connection with a civil, criminal or arbitral legal proceeding or legal research
- For use in connection with an insurance claims investigation or insurance antifraud activities

NEXT STEPS

- The information provided on this AVC form will be reviewed by our internal credentialing team and, if required, an onsite inspection will be conducted by Thomson Reuters authorized third party. To coordinate the onsite inspection, the third party will contact you directly to arrange a convenient day and time for the visit. Law enforcement agencies and federal and state government agencies are not required to complete an onsite inspection.
- The inspector will seek to verify, among other things, the physical, technical and/or administrative safeguards in place to keep Thomson Reuters data safe and confidential.
- The onsite inspection will last approximately 30 minutes, during which time the inspector will ask certain questions and gather observations intended to validate the information provided on this AVC Form. In addition, as is customary in the industry, the inspector will take a few photos of the premises, internal and external, to document your physical location as well as security measures and safeguards. At the time of the inspection, it is important that you assign an individual(s) capable of answering pertinent questions to meet with the inspector.
- Please provide the name phone number and Email address of the person you would like us to contact to schedule the required on-site inspection:

Name: _____ E-Mail Address: _____

Phone Number: _____

Has Thomson Reuters onsite inspected any of your locations in the last 6 months? No Yes

Account Name: _____ Account Number: _____

If yes, approximately when was the onsite performed: _____

	CERTIFICATIONS	
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By signing below you certify that:

- **YOU UNDERSTAND THAT THOMSON REUTERS IS NOT A CONSUMER REPORTING AGENCY AND THIS SERVICE DOES NOT CONSTITUTE A "CONSUMER REPORT" AS SUCH TERM IS DEFINED IN THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C.A. §§ 1681 E. SEQ. YOU ARE STRICTLY PROHIBITED FROM USING ANY DATA, IN WHOLE OR IN PART, AS A FACTOR IN ESTABLISHING / CONSUMER'S ELIGIBILITY FOR CREDIT, INSURANCE, EMPLOYMENT, OR FOR ANY OTHER PURPOSE AUTHORIZED UNDER THE FCRA OR AS THE BASIS FOR TAKING ADVERSE ACTION REGARDING ANY CONSUMER APPLICATION.**
- End users will access and use the data, including personally identifiable information, in accordance with all applicable laws, rules, and regulations. No individual shall access records that require a permissible use unless such a permissible use exists. It is your responsibility to seek guidance and clarification in case of any question about the proper use of a product. **YOU ARE RESPONSIBLE FOR ANY UNAUTHORIZED COLLECTION, ACCESS, USE, AND DISCLOSURE OF ANY DATA ACCESSED THROUGH OUR PRODUCTS.**
- You will ensure that Thomson Reuters products are accessed and used in a manner that always preserves the strict confidentiality of all data. You agree to put processes in place to ensure that you and all authorized users comply with the following both when working from your authorized business location(s) and remotely (1) products will only be accessed through password protected Wi-Fi networks, virtual private networks, and other secure applications and methods of communications, (2) all security measures on laptops and other devices will be activated before accessing our products, (3) authorized users will never extract or store data remotely on laptops or mobile devices, (4) authorized users will not write down or maintain any data in an unsecure fashion in any form, (5) laptops or device screens will not be visible through exterior windows when accessing our products, (6) authorized users will not access products in a public area or when conversations could be overheard, and (7) authorized users will not allow anyone to use their work laptop or other device for any reason.
- You will maintain a comprehensive information security program, including systems, facilities, and procedures to safeguard the data and that you have experience in maintaining the confidentiality, security, and appropriate use of such information.
- You agree to immediately notify Thomson Reuters of any actual or suspected breach or access to data that may result in the unauthorized collection, access, use or disclosure of any data. You agree to make all reasonable efforts to assist Thomson Reuters and our data providers in relation to any investigation, claim, litigation or other action related to your access, use or disclosure of data.
- You and your end users are not and will not be involved in credit fraud, identification theft, stalking, harassment, any unethical business practices or illegal activity nor will you further such activities by your customers.
- All information provided on this AVC Form and addendum(s) is true and correct and is applicable to all of your authorized users and locations. You will immediately notify Thomson Reuters of any changes to the information provided in this form or during the credentialing process, including location changes. You understand that Thomson Reuters may periodically require you to re-certify the information provided herein.
- You are an authorized signatory for this account.

AUTHORIZED REPRESENTATIVE:

Print Name: _____
Title: _____
Date: _____
Signature: _____

Once this document is completed and signed by an authorized representative, please provide it to your West Sales Consultant with a signed order or fax it to 866-294-1042 or email to west.avtcredentials@thomson.com.

All information is subject to verification and approval by West.

Addendum to the Account Validation and Certification Multiple Locations Request



Subscriber Information	_____
Primary Account Number	_____
Full Legal Name/Entity	_____

Location Information	
-----------------------------	--

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Please list additional locations on page 2.

Certifications	
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By completing and submitting this form you are requesting access to Thomson Reuters public records data for your authorized users at the above listed location(s). You understand and agree that each location where your authorized users are located is subject to satisfactory completion of an onsite inspection. By signing below you certify that: (1) all users under your account will limit use of the data for your legitimate business purposes only and as indicated on your account validation and certification (AVC) form, (2) you will maintain a comprehensive information security program, including systems, facilities, and procedures in each location to safeguard the Thomson Reuters data, (3) you have experience in maintaining the confidentiality, security, and appropriate use of such information, (4) all data use will be in strict accordance with your subscription agreement, and (5) you will timely update this form if you need to add additional locations. This Addendum is incorporated by reference into your AVC form.

AUTHORIZED REPRESENTATIVE:

Print Name: _____
 Title: _____
 Date: _____
 Signature: _____

Once this document is completed and signed by an authorized representative, please provide it to your West Sales Consultant with a signed order or fax it to 866-294-1042 or email to west.avtcredentials@thomson.com.

All information is subject to verification and approval by West/Thomson Reuters.

Additional Account Information

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____



Addendum to Account Validation and Certification Form – Unmasked Data Request

Subscriber Information

Account Number (mandatory): _____

Full Legal Name/Entity: _____

West/Thomson Reuters seeks to balance overall individual privacy needs and concerns with the legitimate business information needs of specific entities as allowed by U.S. Gramm Leach Bliley Act (15 U.S.C. § 6821 et seq.) (U.S. GLB), U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) (U.S. DPPA) U.S. Bipartisan Budget Act of 2013 (42 U.S.C. §1306 et seq.), and other applicable laws. As a general rule, sensitive data in our products is truncated. In order to help ensure that access to unmasked sensitive data is warranted, we limit access to qualified accounts only.

By completing the information and signing below, you understand that you are requesting that unmasked or full display of Social Security Numbers, Date of Birth and/or Driver's License information be added or removed from the accounts indicated below.

DATA USE INFORMATION

Describe your type of business: _____

Describe why access to 5B data is insufficient and why access to full DOB and SSN is required: _____

CLEAR Subscribers: All CLEAR users will be granted access to the same type of sensitive personal information:

- ADD to all Users on the main account listed above (including all account locations)
- REMOVE from all Users on the account listed above

WESTLAW Subscribers: list the individual Westlaw users whose access to sensitive personal information should be modified and indicate if the access is to be added or removed (use additional pages if necessary).

Last Name	First Name	Add/Remove	IP Address

CERTIFICATIONS

In relation to access requests, by signing below you certify that: (1) unmasked sensitive data is needed, (2) all users under your account will limit use of the data to legitimate business connected with the qualified account indicated above, (3) you will maintain a comprehensive information security program, including systems, facilities, and procedures in place to safeguard the unmasked sensitive data, (4) you have experience in maintaining the confidentiality, security, and appropriate use of such information, (5) all data use will be in strict accordance with your subscription agreement.

West reserves the right to deny or discontinue access to unmasked personal information with or without notice and in its sole discretion. This Addendum is incorporated by reference into your AVC form. By signing below you certifies that you are the authorized to request the changes requested above and are an authorized signatory on this account.

AUTHORIZED REPRESENTATIVE:

Print Name: _____

Title: _____

Date: _____

Signature: _____

Once this document is completed and signed by an authorized representative, please provide it to your West Sales Consultant with a signed order, or fax it to 866-294-1042 or email to west.avtcredentials@thomson.com.

All information is subject to verification and approval by West.

Westlaw Schedule A

Plan 2 Westlaw Government Service

Available only to government personnel accessing Westlaw for government purposes.

Upon accessing Westlaw, a user may elect either per minute or transactional billing in Preferences. Such billing election will be effective for all subsequent sessions unless the election is changed. The SUBSCRIBER link in the Tools tab lists the per minute, transactional and offline transmission charges for a multiple content categories.

1. **Subscription Charge.** \$125 per month per agency
2. **West Reporter Images**
West Reporter Images \$25.00 per image
No offline transmission charges apply.
3. **Rise of American Law**
Rise of American Law – Time \$33.33 per minute
Rise of American Law – Document Displays 300.00 per document
Rise of American Law – Images 300.00 per image

4. **Per Minute Charges**
 - A. **Home, Content and Topical Pages** \$3.50 per minute
 - B. **Viewing a Search Result List** \$7.00 per minute
 - C. **Per Minute Charges for Viewing Full Text Documents**
Range from \$11.89 per minute to \$58.97 per minute.

5. **Transactional Charges**
 - A. **Search Charges** \$42.00 per search
Each search query will incur a search charge.
 - B. **Document Display Charges.**
Range from \$13.00 to \$151.00 per document
Each document display will incur a transactional charge. No offline transmission charges apply.
 - C. **Online Citation Checking Charges**
KeyCite \$13.00 per citation
Inline KeyCite 5.00 per document

- D. **Docket Charges**
The following charges apply in lieu of per minute and transactional charges*:

Document Display	\$13.00 per document
Docket PDF	4.00 per image
Docket Alerts	0.00 per transaction
Document Retrieval from Alert	13.00 per document
Docket Tracks	6.00 per transaction
Docket Bankruptcy Creditor Update	4.00 per document
Document Update	2.00-8.00 per document
DE Court of Chancery PDF/Court Wire	
PDF Complaint	100.00 per image
Docket PDF from Select State Counties	22.00 per image
Court Wire Alerts – Continuous	5.00 per day per alert
Court Wire Documents	13.00 per document
Court Calendar Information Update	2.00 per transaction
Court Calendar Tracking Service	6.00 per transaction
Calendar Integration Service	1.00 per transaction

* See Pricing Guide for additional details.

- E. **Public Records Charges**
The following charges apply in lieu of per minute and transactional charges.

PeopleMap	
PeopleMap Searches	\$55.00 per search
People/Company Records Mini Searches	13.00 per search
Alerts	2.00 per transaction
Reports	55.00 per report
Document Displays	13.00 per document
Public Records	
Searches	13.00 per search
Document Displays	13.00 per document
Real Property Reports	
Comprehensive Reports	87.00 per report
Individual Reports	55.00 per report
Deed Images and Parcel Map Images	25.00 per image
Delaware Corporate Records	
Searches	55.00 per search
Document Displays	11.00 per document
Company Investigator	
Searches	55.00 per search
Basic Reports	48.00 per report
Premier Reports	87.00 per report

- F. **Dun & Bradstreet Reports**
The following charges apply in lieu of per minute and transactional charges:

Searches	\$13.00 per search
Comprehensive Business Information Report	150.00 per report
Business Information Report (Domestic)	125.00 per report
Business Information Report (International)	
Africa/Europe	400.00 per report
Asia/Australia	615.00 per report
Canada	175.00 per report
Latin America	500.00 per report

- G. **Drafting Assistant**
The following charges apply in lieu of per minute and transactional charges. Drafting Assistant is only available on a subscription basis. The charges below are for tax allocation purposes only.

Cite Formatting	\$55.00 per document
Insert Flags	100.00 per document
Insert Links	55.00 per document
Quote Right	13.00 per citation
Table-of-Authority	55.00 per document

- H. **Westlaw Edge**
Westlaw Edge is only available on a subscription basis. The charges below are for tax allocation purposes only. Standard search and result list charges apply.

Jurisdictional Surveys	10.89 per document
Litigation Analytics	10.89 per report
Quick Check Reports	.00 per document
Statutes Compare	10.89 per document

6. **Foldering**
Documents in folders may be accessed at no charge for 12 months after the initial chargeable view. In transactional billing sessions, the initial chargeable view occurs the first time a document is viewed inside or outside of a folder. For hourly billing sessions, the initial chargeable view occurs the first time a document is viewed within a folder. This initial chargeable view will be charged at the applicable transactional document display charge. Documents viewed in a folder after 12 months will incur the then current Westlaw transactional document display charge. Hourly billing is suspended while browsing folders.

7. Offline Transmission Charges

A user may elect either per line or per document offline transmission billing in Preferences. Such election will be effective for all subsequent sessions unless the election is changed. Offline transmission charges apply to all printing and downloading to storage devices and e-mailing via Westlaw functionality for hourly billing sessions, unless otherwise indicated.

Per line charges range from \$0.04 to \$0.08

Per document charges range from \$10.00 to \$25.00

8. PDF Charges

Investext Analyst Reports

Standard Reports 11.50 per page

Premium Reports 20.00 per page

All other PDF charges range from \$3.00-\$250.00 per image. No offline transmission charges apply.

9. Westlaw Doc & Form Builder

Westlaw Doc & Form Builder \$14.00-\$138.00 per document

10. Alert Services Charges

Alert Services Charges

Alert Newsletter \$0.00 per newsletter Capitol Watch

Tracks 6.00 per transaction

KeyCite Alert – Continuous 15.00 per day per transaction

KeyCite Alert – Daily 6.00 per transaction

KeyCite Alert – Non-Continuous 6.00 per transaction

Publication Alert 0.00 per transaction

WestClip Continuous 5.00 per day per transaction

WestClip Non-Continuous 6.00 per transaction

Alert charges incur on the run of the alert.



CLEAR Services Schedule A Commercial Subscriber's Accessing Enhanced CLEAR® Services

Subscriber will only receive access to the Enhanced CLEAR products listed on the Order Form. If Subscriber is ordering a fixed rate plan, the Monthly Enhanced CLEAR Charges appear on the Order Form and the rates set forth below are pro forma rates that apply to the transactional value of Subscriber's Enhanced CLEAR usage. Any users of Enhanced CLEAR Services must be credentialed prior to accessing.

1. Transactional Charges

i. Search Charges

Person Search	\$5.00 per search
Business Search	4.50 per search
SEC Filings	2.00 per search
DE Gateway Search	10.00 per search
DE Gateway Detail	15.00 per search
Asset Search	5.00 per search
Intellectual Property	2.00 per search
Phone Search-Public Record Phones	3.50 per search
Phone Search-Real Time Reverse Phone Number Gateway	1.50 per search
Public Records	
Photo Line-up Search	2.00 per search
Current Incarceration Search	3.50 per search
Recent Bookings Search	3.50 per search
License Search	5.00 per search
Court Record Search	4.50 per search
Web Analytics Search	1.75 per search
NPI Search	1.00 per search
Sanctions Search	5.00 per search
Real-Time Incarceration & Arrest Records (RTIA)	4.00 per search
World-Check Risk Intelligence	5.00 per search
Associate Analytics	1.00 per search
Company Family Tree	5.00 per search
Graphical View	5.00 per search
Graphical View Expansion	1.00 per search
Map Enhancements	0.25 per search
News Search	1.75 per search
Quick Analysis	1.00 per search
Contact View	1.50 per search
Alert Result - Full Text	9.00 per result
Alert Result - RTIA	4.00 per result
CLEAR ID Confirm	
Basic	5.00 per search
Advanced	5.50 per search
Premium	6.00 per search
CLEAR ID Confirm - International	
Group A Single	1.25 per search
Group A Multi	2.00 per search
Group B Single	3.00 per search
Group B Multi	5.00 per search
Group C Single	5.75 per search
Group C Multi	10.00 per search
CLEAR Risk Inform	
Basic	5.25 per search
Advanced	5.75 per search
Premium	6.25 per search
Real-Time Incarceration & Arrest Records (RI-RTIA)	2.00 per search
License Plate Recognition Search	1.00 per search
Adverse Media Search	4.00 per search

ii. Report Charges

AutoCheck Vehicle History Report	\$14.50 per report
Individual Report	15.00 per report
Add Associates to Report	2.00 per report
Basic Report	10.00 per report
Company Report	15.00 per report
Contact Report	10.00 per report
Business Credit Report	15.00 per report
Real Property Individual Reports	5.00 per report
Real Property Comprehensive Report	10.00 per report
Real Property Deed Image/Parcel Map Report	20.00 per report
License Plate Recognition Report	2.00 per report
CLEAR Risk Inform Person/Business Report	1.00 per report

2. Batch Services

i. CLEAR Batch Search Charges

Person Search	\$ 0.68 per row
Public Records Phone Search	.45 per row
Reverse Phone Search	.40 per row

ii. Batch Search Charges

Person Search	\$0.04 - \$5.00 per result and/or input
Document Search	\$0.04 - \$5.00 per result and/or input
CLEAR Risk Inform	\$0.40 - \$5.00 per result and/or input
CLEAR ID Confirm	\$0.40 - \$5.00 per result and/or input

iii. Batch Alert Charges

Person Alert	\$0.20 - \$5.00 per result and/or input
Company Alert	\$0.40 - \$5.00 per result and/or input
RTIA Alert	\$0.40 - \$5.00 per result and/or input



Government Accounts Only

Addendum to West Order Form – Q-#####

Subscriber: CUSTOMER/AGENCY NAME

Account #:

1. **Effect of Addendum.** The West Order Form, the underlying General Terms and Conditions and applicable Schedule A (collectively the "Agreement"), between you and West is amended to incorporate the terms of this Addendum. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum will have the meanings given to them in the Order Form. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.

2. **Modification to Order Form.** The following provisions are added to the order form:

This order is made pursuant to the Pennsylvania Master Service Agreement, PA State Contract ##### ("PA MSA"). The Order Form shall be subject to the requirements contained in the PA MSA, and the terms and conditions set forth in the PA MSA will have precedence in all instances. In particular, the parties further acknowledge and agree that the following sections of the Thomson Reuters General Terms and Conditions are inapplicable to the Agreement:

- i. Section 1(f), entitled "Third Party Providers";
- ii. Section 9(d), entitled "Your Obligations"; and
- iii. Section 13(d), entitled "Governing Law."

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.

West, a Thomson Reuters business

Accepted by: _____

Title: _____

Date: _____

Subscriber

Signed: _____

Name (please print): _____

Title: _____

Date: _____

FAMILIES DEPT	7/3/2021	WESTLAW SO MSA PER PASSWORD	41003
FAMILIES DEPT			

:PT	5/3/2021	CLEAR PRO LAW ENFORCEMENT PLUS SEAT	41882
:PT	6/3/2021	CLEAR PRO LAW ENFORCEMENT PLUS SEAT	41882
:PT	7/3/2021	CLEAR PRO LAW ENFORCEMENT PLUS SEAT	41882
:PT			

IRAN FREE PROCUREMENT CERTIFICATION FORM

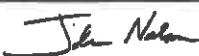
(Pennsylvania's Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i> West Publishing Corporation, dba West, a Thomson Reuters business	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> John S. Nelson, Director/Assistant Secretary	<i>Date Executed</i> 8/19/2021

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, which can be found at:

<https://www.gsa.gov/Forms/TrackForm/33144>

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under *Section 1352, Title 31, U. S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE: _____



TITLE: John S. Nelson, Director/Assistant Secretary

DATE: 8/19/2021

THOMSON REUTERS

Westlaw, CLEAR, Print, and Other Solutions

for the Commonwealth of Pennsylvania
Department of General Services, Bureau of Procurement

RESPONSE TO INVITATION FOR BID
IFB # 6100052951
Online Legal Research Services

SUBMITTED TO
Corey Walters
555 Walnut Street
Forum Place, 6th Floor
Harrisburg, PA 17101

SUBMITTAL DATE
September 9, 2021

SUBMITTED BY
Thomson Reuters
(West Publishing Corporation)

Emma Toomer
Procurement and Proposal Management
Phone: 763.326.6497
Email: emma.toomer@tr.com

Confidentiality Statement

This proposal includes proprietary information that shall not be duplicated, used, or disclosed outside of Commonwealth of Pennsylvania, Department of General Services, Bureau of Procurement—in whole or in part—for any purpose other than evaluating this proposal. This information is deemed proprietary because it contains pricing and confidential corporate information that is of critical value to Thomson Reuters in a highly competitive market.



Contractor Information

Any contract resulting from this bid will be with West Publishing Corporation, d/b/a West, a Thomson Reuters business:

Legal Contracting Entity:	West Publishing Corporation
Doing Business As (DBA):	West, a Thomson Reuters business
Corporate Address:	610 Opperman Drive, Eagan, MN 55123
Remittance Address:	P.O. Box 6292, Carol Stream, IL 60197-6292
Federal Tax ID #:	██████████
DUNS #:	14-850-8286
Cage Code:	89101
Company Size:	Large
SAM Registration:	Current (see: www.sam.gov/)
Representations and Certifications:	Current (see: www.sam.gov/)
GSA Contract#:	GS-02F-026DA

PROCUREMENT SUPPORT

For any questions, forwarding of amendments or modifications, or if our response requires further clarification, contact Emma Toomer at 763.326.6497 or emma.toomer@tr.com.

**DOMESTIC WORKFORCE UTILIZATION CERTIFICATION FOR MULTIPLE AWARD
CONTRACTS**

To the extent permitted by the laws and treaties of the United States, this certification will be used by the Agency in making a best value selection for each particular assignment. Each quote will be evaluated for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those suppliers who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, suppliers must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the supplier for this criterion.

I, John S. Nelson, Director [title] of West Publishing Corporation [name of Contractor] a Minnesota [place of incorporation] corporation or other legal entity, ("Contractor") located at 610 Opperman Drive, Eagan, MN 55123

[address], do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check one of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Armenia, Netherland with respect to Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong China, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea Republic of, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, Moldova Republic of, Montenegro, New Zealand, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Ukraine and the United Kingdom.

OR

Ninety-Eight percent (98 %) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed:

To provide 24-hour support and to assist with overflow requests, some customer and technical support is performed in Australia and the Philippines.

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Alicia DeGross 9/8/2021
Signature/Date

Alicia A. DeGross

West Publishing Corporation

Corporate or Legal Entity's Name

John Nelson 9/8/2021
Signature/Date

Signature/Date

John S. Nelson, Director/Assistant Secretary

Printed Name/Title

Printed Name/Title

**USE THIS SHEET FOR INFORMATION ON PROPER
COMPLETION OF THE BID ITEM SHEET**

1. Enter Supplier Name

2. Fill-in all applicable columns

3. Bidders may also provide pricing for additional products and services, or to present additional pricing models and content sets on Tab 2 of the workbook (Optional Products and Services)

4. Additional sheets may be used to submit pricing. All pricing must be submitted electronically.

Bid Item Sheet 1 Online Legal Monthly Plans (LOT 1)

SUPPLIER NAME: _West Publishing Corporation, dba West, a Thomson Reuters business

many, or as few, line items as you wish. DGS expects each supplier will provide more favorable pricing for subscriptions to a services than for an individual service subscription

Item Category	Supplier Product ID	Description of Service	Price Per Unit	Unit	Available for Non-Executive Agency Commonwealth Purchase?
Legal Service - PA Only (Cases Included)	N/A	Plan 1A - PA State Primary Library	\$68 for up to 100 users (Year 1)*	Month	Available to all agencies as defined in this Bidders Terms and Conditions on page 22 of the Bid.
Legal Service - PA Only (Public Records Cases included)	N/A	Plan 1B - PA State Primary Library, National Public Records	\$95 for up to 100 users (Year 1)*	Month	Available to all agencies as defined in this Bidders Terms and Conditions on page 22 of the Bid.
Legal Service - PA Only (Legal Cases)	N/A	Plan 1C - National Primary, Analytical Plus	\$160 for up to 100 users (Year 1)*	Month	Available to all agencies as defined in this Bidders Terms and Conditions on page 22 of the Bid.
Legal Service - PA Only (Public Records Cases)	N/A	Plan 1D - National Primary, Analytical Plus, National Public Records	\$192 for up to 100 users (Year 1)*	Month	Available to all agencies as defined in this Bidders Terms and Conditions on page 22 of the Bid.
Legal Service - PA Only - No Legal	N/A	Plan 1E - National Public Records	\$45 for up to 100 users (Year 1)*	Month	Available to all agencies as defined in this Bidders Terms and Conditions on page 22 of the Bid.
Legal Service - PA and No Legal	N/A	Plan 1F - PeopleMap Premier	\$75 for up to 100 users (Year 1)*	Month	Available to all agencies as defined in this Bidders Terms and Conditions on page 22 of the Bid.

provides for banded pricing for larger user groups. See attached West's bid for additional pricing information.

Account Managers

Account Executive, Government	Erica Roettger
Phone: 646.540.2530	
Email: erica.roettger@tr.com	

dedicated account manager for information on Print Products and Programs.

user (Year 1)	Month	
user (Year 1)	Month	
user (Year 1)	Month	
user (Year 1)	Month	

access to any special online databases.

(T 2)

on Sheets for services listed under this category can be

	Unit	Available for Non-Executive Agency Commonwealth Purchase?
25 per user (Year		Available to all agencies as defined in this Bidders Terms and Conditions on page 22 of the Bid.
04 per user (Year	Month	
terminated at time		

IRAN FREE PROCUREMENT CERTIFICATION FORM


(Pennsylvania’s Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i> West Publishing Corporation, dba West, a Thomson Reuters business	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> John S. Nelson, Director/Assistant Secretary	<i>Date Executed</i> 8/19/2021

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

COSTARS PROGRAM ELECTION TO PARTICIPATE

If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500, or \$500 for a Department of General Services Self-Certified Small Business, or \$166 for a Department of General Services-verified Small Diverse Business) at the beginning of each contract year and upon each contract renewal date.

West does not agree. See below.*

If you are a Department of General Services Self-Certified Small Business or Department of General Services-verified Small Diverse Business, you must submit a copy of your active Small Business Contracting Program certificate with your bid response.

Not applicable.

Corporate or Legal Entity Name

Signature/Date

Printed Name/Title

*West **does not** agree to participate in the COSTARS program and **does not** agree to sell services at the same prices to registered COSTARS Members. West is not a Department of General Services Self-Certified Small Business; as such, the referenced Administrative Fee is not applicable.

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, which can be found at:

<https://www.gsa.gov/Forms/TrackForm/33144>

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under *Section 1352, Title 31, U. S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than **\$100,000** for such failure.

SIGNATURE: 

TITLE: John S. Nelson, Director/Assistant Secretary DATE: 8/19/2021

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Introduction

Thomson Reuters (d/b/a West Publishing Corporation, hereinafter “West”) is pleased to provide the following response to the Department of General Services (hereinafter “DGS”) Invitation for Bids Solicitation No. 6100052951 for Online Legal Research Services. Having previously participated in DGS’ Established Price Contract for Online Legal Research (Contract #4400015896), West has designed this new contract to be substantially similar to the contract currently in place between West and DGS. We are confident that the content, features, and services offered under the contract will continue to provide Pennsylvania Commonwealth agencies with the highest quality online legal and investigative research services in the most cost-effective and efficient manner.

West’s offer is responsive to the solicitation’s Bid Item Sheet. We have provided a variety of legal research plans, as detailed in the individual pricing/content plans that follow. Our offer also includes several additional plans, including a selection of add-on libraries and solutions available to supplement the core legal research plans; two varieties of West’s investigative research service, CLEAR; and custom packages to meet agency-specific legal or investigative research and other agency needs.

In addition to our superior content offering, West is committed to the training and support of its customers. From on-site and customized training sessions to 24-hour customer support and legal research assistance, Pennsylvania agency users will find the help they need to get the most out of their West products—at no additional charge. See *Training and Support* beginning on page 26 for more information.

West is confident that DGS will find that our offer is responsive, complete and flexible, allowing agencies to access premium legal research products at a cost-effective price. Every agency will find a solution that best fits their needs.

The following pages provide detailed information on the content, features, and services available to Pennsylvania agencies under this contract.

West Monthly Plans

West Publishing Corporation, a Thomson Reuters business, is a leading provider of integrated information solutions to the U.S. legal market. We have been providing the highest-quality legal, regulatory, and business information, and the most innovative tools to manage it, for more than 145 years.

West Content Offerings Summary

Recognizing that Pennsylvania Commonwealth agencies have diverse online information research and solutions needs, West offers several plan options, thus providing purchasing agencies with the flexibility to pick and choose the plan and/or package that is best suited to their specific end users' needs. This contract provides for the following monthly access plans:

- **Legal Research and Public Records: Plans 1A – 1G.** West is providing purchasing agencies the ability to pick and choose from six (6) legal research packages (Plans 1A – 1F). Agencies may supplement these core legal research packages by choosing additional content from a select list of optional separately priced add-on libraries and/or solutions (Plan 1G).
 - Plans 1A through 1F correspond with the Bid Item Sheet requests from DGS and offer both legal and public records content via Westlaw.
 - Plan 1G is a schedule listing various online libraries and software solutions available on the Westlaw platform that purchasing agencies can add to Plans 1A – 1F, if desired.
- **Investigative Research and Public Records: Plan 1H.** Plan 1H offers comprehensive public records content via CLEAR investigative services. CLEAR helps investigators in agencies and other Commonwealth government offices, as well as law enforcement personnel, locate people faster, conduct due diligence more efficiently, and save valuable time and resources during investigations.
- **Custom Packages: Plan 1I.** The custom packages offered as part of this contract recognize that eligible agencies may have diverse needs that are best met by a content set that is outside the pre-packaged content sets provided by Plans 1A – 1H. These custom packages provide maximum flexibility to purchase custom packages of legal (online, print) or investigative online information or other solutions/products that are specifically tailored to the research needs of individual agencies and end users.
- **Library and Print Programs: Plan 2A.** Select agencies may be eligible for fixed rate monthly print programs and/or print discounts depending upon their existing subscriptions, the quantity purchased, and a multi-year commitment.

Pricing

West's content offerings provide purchasing agencies with cost-effective pricing for access to an extensive variety of packages of online information and functionality to assist users in their research. Given the extensive variety of options and packages available, it may be helpful to speak to a West representative who is specifically trained to help assess your agency's needs. To discuss content and price options best suited to your agency's needs, please contact your West government sales representative. (Please see Account Management information provided on page 26 of this bid.)

Plan 1A – Pennsylvania and Federal Legal Materials

This option provides access to Pennsylvania-specific primary law content, and Pennsylvania Federal Cases.

Plan 1A - Basic Legal Service - PA Only, No Public Records					
Included Content: ■ Pennsylvania State Primary					
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-100	\$68	\$70	\$72	\$74	\$77
101-150	\$67	\$69	\$71	\$73	\$75
151-200	\$65	\$67	\$69	\$71	\$74
201 +	\$64	\$66	\$68	\$70	\$72

Pricing is inclusive of 24x7 access, service and support, and comprehensive initial and on-going training for the duration of the contract term.

Description of Included Content, Features and Services

CONTENT DESCRIPTION

Pennsylvania State Primary – Includes Pennsylvania-specific case law, statutes, and administrative rules and regulations, as well as federal resources concerning Pennsylvania. Federal resources include federal district and circuit court decisions originating in Pennsylvania, all Supreme Court decisions, and the United States Code Annotated (USCA).

In addition, Westlaw is the only online legal research service that includes West synopses and headnotes, as well as the West Key Number System.

INCLUDED FEATURES AND SERVICES

- WestSearch
- KeyCite Citator Service
- Editorial Enhancements
- West Key Number System
- Research Recommendations
- Law Summaries
- Folder Analysis
- Alerts and WestClip
- Research Report
- Training (Initial and ongoing)
- Reference Attorneys
- Technical support
- Custom Pages
- Ability to download, email, and print content
- Mobile access
- Account management tools

Terms of Use—Plan 1A

Eligibility. Available only to Pennsylvania Commonwealth agencies, eligible to participate under the Commonwealth of Pennsylvania Online Legal Research Services Contract (“Contract”), between the Commonwealth of Pennsylvania—Department of General Services (“DGS”) and Thomson Reuters (d/b/a West Publishing Corporation, hereinafter “West”). The following entities are eligible to purchase services under this contract: a. All Pennsylvania Commonwealth agencies under the Governor’s jurisdiction; b. Any Pennsylvania Commonwealth executive agency and independent agency, as defined in Section 103 of the Commonwealth Procurement Code, 62 Pa.CS. § 103, that does not fall under the Governor’s jurisdiction. c. Notwithstanding the language of 62 Pa.C.S.A. 103, West offers the above packages to all state-level offices and state-affiliated post-secondary schools (state courts, state legislature, state universities and academic institutions, and any other state-level institutions).

Excluded Charges. Purchasing agencies will receive the content package as described in their Order Form. Access to and usage of any other databases, features, and services is excluded and will be billed separately as excluded charges at the then-current Schedule A Plan 2 Government Service (“Excluded Charges”).

Note: Agencies may elect to block all access to and usage of excluded databases.

License Agreement. All access to and usage of Westlaw databases, features and services is governed by the then-current General Terms and Conditions-Thomson Reuters Legal Products and Services incorporated by reference into the Contract.

Agency Locations. Each agency location must subscribe separately. Access is limited to the agency’s personnel at that location.

Password Rates. The Monthly Charge per User will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one plan to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.

Passwords. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber’s personnel is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to Subscriber and charge Subscriber for such additional passwords, if West learns that Westlaw has been used by a person other than the person to whom the password has been issued.

Plan 1B – Pennsylvania and Federal Legal Materials with Pennsylvania Public Records

This option provides access to Pennsylvania-specific primary law content, Pennsylvania Federal Cases, and National Public Records.

Plan 1B - Basic Legal Service - PA Only, With PA-Only Public Records					
Included Content: <ul style="list-style-type: none"> ▪ Pennsylvania State Primary ▪ National Public Records 					
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-100	\$95	\$98	\$101	\$104	\$107
101-150	\$93	\$96	\$99	\$102	\$105
151-200	\$91	\$94	\$97	\$100	\$103
201 +	\$89	\$92	\$95	\$98	\$101

Pricing is inclusive of 24x7 access, service and support, and comprehensive initial and on-going training for the duration of the contract term.

Description of Included Content, Features and Services

CONTENT DESCRIPTION

Pennsylvania State Primary – Includes Pennsylvania-specific case law, statutes, and administrative rules and regulations, as well as federal resources concerning Pennsylvania. Federal resources include federal district and circuit court decisions originating in Pennsylvania, all Supreme Court decisions, and the United States Code Annotated (USCA).

In addition, Westlaw is the only online legal research service that includes West synopses and headnotes, as well as the West Key Number System.

National Public Records – National Public Records on Westlaw provide researchers with access to people locator resources, assets, adverse filings, licenses and registrations, and business and corporate records. Westlaw’s collection of public records provides users with access to extensive, current, and well-organized records.

Fill-in-the blank, individual, and combined templates guide users through their research, making it easy to find the public records information they need, as well as information they may not have considered looking for (e.g., relationships among people, businesses, and assets).

INCLUDED FEATURES AND SERVICES

- WestSearch
- KeyCite Citator Service
- Editorial Enhancements
- West Key Number System
- Research Recommendations
- Law Summaries
- Folder Analysis
- Alerts and WestClip
- Research Report
- Training (Initial and ongoing)
- Reference Attorneys
- Technical support
- Custom Pages
- Ability to download, email, and print content
- Mobile access
- Account management tools

Terms of Use—Plan 1B	
<p>Eligibility. Available only to Pennsylvania Commonwealth agencies, eligible to participate under the Commonwealth of Pennsylvania Online Legal Research Services Contract (“Contract”), between the Commonwealth of Pennsylvania—Department of General Services (“DGS”) and Thomson Reuters (d/b/a West Publishing Corporation, hereinafter “West”). The following entities are eligible to purchase services under this contract: a. All Pennsylvania Commonwealth agencies under the Governor’s jurisdiction; b. Any Pennsylvania Commonwealth executive agency and independent agency, as defined in Section 103 of the Commonwealth Procurement Code, 62 Pa.CS. § 103, that does not fall under the Governor’s jurisdiction. c. Notwithstanding the language of 62 Pa.C.S.A. 103, West offers the above packages to all state-level offices and state-affiliated post-secondary schools (state courts, state legislature, state universities and academic institutions, and any other state-level institutions).</p> <p>Excluded Charges. Purchasing agencies will receive the content package as described in their Order Form. Access to and usage of any other databases, features, and services is excluded and will be billed separately as excluded charges at the then-current Schedule A Plan 2 Government Service (“Excluded Charges”). <u>Note:</u> Agencies may elect to block all access to and usage of excluded databases</p> <p>License Agreement. All access to and usage of Westlaw databases, features and services is governed by the then-current General Terms and Conditions-Thomson Reuters Legal Products and Services incorporated by reference into the Contract.</p>	<p>Agency Locations. Each agency location must subscribe separately. Access is limited to the agency’s personnel at that location.</p> <p>Password Rates. The Monthly Charge per User will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one plan to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.</p> <p>Passwords. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber’s personnel is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to Subscriber and charge Subscriber for such additional passwords, if West learns that Westlaw has been used by a person other than the person to whom the password has been issued.</p>

Plan 1C – Comprehensive Legal Materials

Plan 1C - Comprehensive Legal Service, No Public Records					
Included Content: <ul style="list-style-type: none"> ▪ National Primary ▪ Analytical Plus 					
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-100	\$160	\$165	\$170	\$175	\$180
101-150	\$157	\$162	\$166	\$171	\$176
151-200	\$154	\$158	\$163	\$168	\$173
201 +	\$151	\$155	\$160	\$165	\$169

Pricing is inclusive of 24x7 access, service and support, and comprehensive initial and on-going training for the duration of the contract term.

Description of Included Content, Features and Services

CONTENT DESCRIPTION

National Primary – National Primary provides a deep base of foundational content offerings consistently identified by government agencies as must-have content including all state and federal cases and statutes; coverage of every appellate and trial court case from all 50 states as well as the District of Columbia; and statutes from each state and documents passed by state legislative bodies.

Analytical Plus – Analytical Plus combines analytical materials in all the practice areas and jurisdictions, treatises, forms, law reviews and journals, jury instructions, and news. Users can access practice-focused analysis, guidance, treatises, forms, reporters, and more.

INCLUDED FEATURES AND SERVICES

- WestSearch
- KeyCite Citator Service
- Editorial Enhancements
- West Key Number System
- Research Recommendations
- Law Summaries
- Folder Analysis
- Alerts and WestClip
- Research Report
- Training (Initial and ongoing)
- Reference Attorneys
- Technical support
- Custom Pages
- Ability to download, email, and print content
- Mobile access
- Account management tools

Terms of Use—Plan 1C

Eligibility. Available only to Pennsylvania Commonwealth agencies, eligible to participate under the Commonwealth of Pennsylvania Online Legal Research Services Contract (“Contract”), between the Commonwealth of Pennsylvania—Department of General Services (“DGS”) and Thomson Reuters (d/b/a West Publishing Corporation, hereinafter “West”). The following entities are eligible to purchase services under this contract: a. All Pennsylvania Commonwealth agencies under the Governor’s jurisdiction; b. Any Pennsylvania Commonwealth executive agency and independent agency, as defined in Section 103 of the Commonwealth Procurement Code, 62 Pa.CS. § 103, that does not fall under the Governor’s jurisdiction. c. Notwithstanding the language of 62 Pa.C.S.A. 103, West offers the above packages to all state-level offices and state-affiliated post-secondary schools (state courts, state legislature, state universities and academic institutions, and any other state-level institutions).

Excluded Charges. Purchasing agencies will receive the content package as described in their Order Form. Access to and usage of any other databases, features, and services is excluded and will be billed separately as excluded charges at the then-current Schedule A Plan 2 Government Service (“Excluded Charges”).

Note: Agencies may elect to block all access to and usage of excluded databases

License Agreement. All access to and usage of Westlaw databases, features and services is governed by the then-current General Terms and Conditions-Thomson Reuters Legal Products and Services incorporated by reference into the Contract.

Agency Locations. Each agency location must subscribe separately. Access is limited to the agency’s personnel at that location.

Password Rates. The Monthly Charge per User will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one plan to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.

Passwords. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber’s personnel is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to Subscriber and charge Subscriber for such additional passwords, if West learns that Westlaw has been used by a person other than the person to whom the password has been issued.

Plan 1D – Comprehensive Legal Materials with Public Records

Plan 1D - Comprehensive Legal Service with National Public Records					
Included Content: <ul style="list-style-type: none"> ▪ National Primary ▪ Analytical Plus ▪ National Public Records 					
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-100	\$192	\$198	\$204	\$210	\$216
101-150	\$188	\$194	\$200	\$206	\$212
151-200	\$184	\$190	\$196	\$201	\$208
201 +	\$181	\$186	\$192	\$197	\$203

Pricing is inclusive of 24x7 access, service and support, and comprehensive initial and on-going training for the duration of the contract term.

Description of Included Content, Features and Services

CONTENT DESCRIPTION

National Primary – National Primary provides a deep base of foundational content offerings consistently identified by government agencies as must-have content including all state and federal cases and statutes; coverage of every appellate and trial court case from all 50 states as well as the District of Columbia; and statutes from each state and documents passed by state legislative bodies.

Analytical Plus – Analytical Plus combines analytical materials in all the practice areas and jurisdictions, treatises, forms, law reviews and journals, jury instructions, and news. Users can access practice-focused analysis, guidance, treatises, forms, reporters, and more.

National Public Records – National Public Records on Westlaw provide researchers with access to people locator resources, assets, adverse filings, licenses and registrations, and business and corporate records. Westlaw’s collection of public records provides users with access to extensive, current, and well-organized records.

Fill-in-the blank, individual, and combined templates guide users through their research, making it easy to find the public records information they need, as well as information they may not have considered looking for (e.g., relationships among people, businesses, and assets).

INCLUDED FEATURES AND SERVICES

- WestSearch
- KeyCite Citator Service
- Editorial Enhancements
- West Key Number System
- Research Recommendations
- Law Summaries
- Folder Analysis
- Alerts and WestClip
- Research Report
- Training (Initial and ongoing)
- Reference Attorneys
- Technical support
- Custom Pages
- Ability to download, email, and print content
- Mobile access
- Account management tools

Terms of Use—Plan 1D	
<p>Eligibility. Available only to Pennsylvania Commonwealth agencies, eligible to participate under the Commonwealth of Pennsylvania Online Legal Research Services Contract (“Contract”), between the Commonwealth of Pennsylvania—Department of General Services (“DGS”) and Thomson Reuters (d/b/a West Publishing Corporation, hereinafter “West”). The following entities are eligible to purchase services under this contract: a. All Pennsylvania Commonwealth agencies under the Governor’s jurisdiction; b. Any Pennsylvania Commonwealth executive agency and independent agency, as defined in Section 103 of the Commonwealth Procurement Code, 62 Pa.C.S. § 103, that does not fall under the Governor’s jurisdiction. c. Notwithstanding the language of 62 Pa.C.S.A. 103, West offers the above packages to all state-level offices and state-affiliated post-secondary schools (state courts, state legislature, state universities and academic institutions, and any other state-level institutions).</p> <p>Excluded Charges. Purchasing agencies will receive the content package as described in their Order Form. Access to and usage of any other databases, features, and services is excluded and will be billed separately as excluded charges at the then-current Schedule A Plan 2 Government Service (“Excluded Charges”).</p> <p>Note: Agencies may elect to block all access to and usage of excluded databases</p> <p>License Agreement. All access to and usage of Westlaw databases, features and services is governed by the then-current General Terms and Conditions-Thomson Reuters Legal Products and Services incorporated by reference into the Contract.</p>	<p>Agency Locations. Each agency location must subscribe separately. Access is limited to the agency’s personnel at that location.</p> <p>Password Rates. The Monthly Charge per User will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one plan to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.</p> <p>Passwords. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber’s personnel is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to Subscriber and charge Subscriber for such additional passwords, if West learns that Westlaw has been used by a person other than the person to whom the password has been issued.</p>

Plan 1E – Pennsylvania Public Records

Plan 1E - Public Records - PA Only - No Legal Service					
Included Content: ■ National Public Records					
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-100	\$45	\$46	\$48	\$49	\$51
101-150	\$44	\$45	\$47	\$48	\$50
151-200	\$43	\$45	\$46	\$47	\$49
201 +	\$42	\$44	\$45	\$46	\$48

Pricing is inclusive of 24x7 access, service and support, and comprehensive initial and on-going training for the duration of the contract term.

Content Description

National Public Records – National Public Records on Westlaw provide researchers with access to people locator resources, assets, adverse filings, licenses and registrations, and business and corporate records. Westlaw’s collection of public records provides users with access to extensive, current, and well-organized records.

Fill-in-the blank, individual, and combined templates guide users through their research, making it easy to find the public records information they need, as well as information they may not have considered looking for (e.g., relationships among people, businesses, and assets).

Terms of Use—Plan 1E	
<p>Eligibility. Available only to Pennsylvania Commonwealth agencies, eligible to participate under the Commonwealth of Pennsylvania Online Legal Research Services Contract (“Contract”), between the Commonwealth of Pennsylvania—Department of General Services (“DGS”) and Thomson Reuters (d/b/a West Publishing Corporation, hereinafter “West”). The following entities are eligible to purchase services under this contract: a. All Pennsylvania Commonwealth agencies under the Governor’s jurisdiction; b. Any Pennsylvania Commonwealth executive agency and independent agency, as defined in Section 103 of the Commonwealth Procurement Code, 62 Pa.CS. § 103, that does not fall under the Governor’s jurisdiction. c. Notwithstanding the language of 62 Pa.C.S.A. 103, West offers the above packages to all state-level offices and state-affiliated post-secondary schools (state courts, state legislature, state universities and academic institutions, and any other state-level institutions). <u>Note:</u> Use of Westlaw Public Records requires completion of the appropriate credentialing form (Account Validation and Credentialing Form).</p> <p>Excluded Charges. Purchasing agencies will receive the content package as described in their Order Form. Access to and usage of any other databases, features, and services is excluded and will be billed separately as excluded charges at the then-current Schedule A Plan 2 Government Service (“Excluded Charges”).</p> <p><u>Note:</u> Agencies may elect to block all access to and usage of excluded databases</p> <p>License Agreement. All access to and usage of Westlaw databases, features and services is governed by the then-current General Terms and Conditions-Thomson Reuters Legal Products and Services incorporated by reference into the Contract.</p>	<p>Agency Locations. Each agency location must subscribe separately. Access is limited to the agency’s personnel at that location.</p> <p>Password Rates. The Monthly Charge per User will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one plan to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.</p> <p>Passwords. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber’s personnel is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to Subscriber and charge Subscriber for such additional passwords, if West learns that Westlaw has been used by a person other than the person to whom the password has been issued.</p>

Plan 1F – Pennsylvania and National Public Records

Plan 1F - Public Records - PA and National Cases - No Legal Service					
Included Content: ■ PeopleMap Premier					
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-100	\$75	\$77	\$80	\$82	\$84
101-150	\$74	\$76	\$78	\$80	\$83
151-200	\$72	\$74	\$76	\$79	\$81
201 +	\$71	\$73	\$75	\$77	\$79

Pricing is inclusive of 24x7 access, service and support, and comprehensive initial and on-going training for the duration of the contract term.

Content Description

PeopleMap Premier – PeopleMap Premier on Westlaw allows you to easily search for and find the person you are looking for, as well as determine specific relationships between your parties of interest; locate witnesses; find assets and connect them to people; and accumulate necessary information for litigation and other legal needs.

PeopleMap Premier provides you with access to all of the PeopleMap features, including reports, graphical displays, address maps, Web analytics, and the ability to search and display full-text public records.

Terms of Use—Plan 1F	
<p>Eligibility. Available only to Pennsylvania Commonwealth agencies, eligible to participate under the Commonwealth of Pennsylvania Online Legal Research Services Contract (“Contract”), between the Commonwealth of Pennsylvania—Department of General Services (“DGS”) and Thomson Reuters (d/b/a West Publishing Corporation, hereinafter “West”). The following entities are eligible to purchase services under this contract: a. All Pennsylvania Commonwealth agencies under the Governor’s jurisdiction; b. Any Pennsylvania Commonwealth executive agency and independent agency, as defined in Section 103 of the Commonwealth Procurement Code, 62 Pa.CS. § 103, that does not fall under the Governor’s jurisdiction. c. Notwithstanding the language of 62 Pa.C.S.A. 103, West offers the above packages to all state-level offices and state-affiliated post-secondary schools (state courts, state legislature, state universities and academic institutions, and any other state-level institutions). <u>Note:</u> Use of Westlaw Public Records requires completion of the appropriate credentialing form (Account Validation and Credentialing Form).</p> <p>Excluded Charges. Purchasing agencies will receive the content package as described in their Order Form. Access to and usage of any other databases, features, and services is excluded and will be billed separately as excluded charges at the then-current Schedule A Plan 2 Government Service (“Excluded Charges”).</p> <p><u>Note:</u> Agencies may elect to block all access to and usage of excluded databases</p> <p>License Agreement. All access to and usage of Westlaw databases, features and services is governed by the then-current General Terms and Conditions-Thomson Reuters Legal Products and Services incorporated by reference into the Contract.</p>	<p>Agency Locations. Each agency location must subscribe separately. Access is limited to the agency’s personnel at that location.</p> <p>Password Rates. The Monthly Charge per User will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one plan to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.</p> <p>Passwords. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber’s personnel is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to Subscriber and charge Subscriber for such additional passwords, if West learns that Westlaw has been used by a person other than the person to whom the password has been issued.</p>

Plan 1G – Optional Add-On Westlaw Libraries

If an agency selects a plan from Plans 1A – 1D, the following optional separately priced add-on libraries are available to be added to the selected plan content set. For any add-ons selected by the agency, the corresponding monthly per user charge will be added to the applicable monthly plan package charge.

Plan 1G – Optional Add-On Content (Monthly Per User Per Agency Location Pricing)					
Library Name	Year 1	Year 2	Year 3	Year 4	Year 5
State Analytical	\$20	\$21	\$21	\$22	\$23
Criminal Analytical	\$14	\$14	\$15	\$15	\$16
ALR/AMJUR/CJS	\$23	\$24	\$24	\$25	\$26
Trial Court Orders	\$20	\$21	\$21	\$22	\$23

Terms of Use—Plan 1G	
<p>Eligibility. Available only to Pennsylvania Commonwealth agencies, eligible to participate under the Commonwealth of Pennsylvania Online Legal Research Services Contract (“Contract”), between the Commonwealth of Pennsylvania—Department of General Services (“DGS”) and Thomson Reuters (d/b/a West Publishing Corporation, hereinafter “West”). The following entities are eligible to purchase services under this contract: a. All Pennsylvania Commonwealth agencies under the Governor’s jurisdiction; b. Any Pennsylvania Commonwealth executive agency and independent agency, as defined in Section 103 of the Commonwealth Procurement Code, 62 Pa.CS. § 103, that does not fall under the Governor’s jurisdiction. c. Notwithstanding the language of 62 Pa.C.S.A. 103, West offers the above packages to all state-level offices and state-affiliated post-secondary schools (state courts, state legislature, state universities and academic institutions, and any other state-level institutions).</p> <p>Excluded Charges. Purchasing agencies will receive the content package as described in their Order Form. Access to and usage of any other databases, features, and services is excluded and will be billed separately as excluded charges at the then-current Schedule A Plan 2 Government Service (“Excluded Charges”).</p> <p>Note: Agencies may elect to block all access to and usage of excluded databases.</p> <p>License Agreement. All access to and usage of Westlaw databases, features and services is governed by the then-current General Terms and Conditions-Thomson Reuters Legal Products and Services incorporated by reference into the Contract.</p>	<p>Agency Locations. Each agency location must subscribe separately. Access is limited to the agency’s personnel at that location.</p> <p>Password Rates. The Monthly Charge per User will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one plan to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.</p> <p>Passwords. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber’s personnel is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to Subscriber and charge Subscriber for such additional passwords, if West learns that Westlaw has been used by a person other than the person to whom the password has been issued.</p>

Plan 1G - Content Descriptions

State Analytical – Westlaw provides practice guides and analytical materials for all 50 states. These materials give quick and practical guidance on a range of state-specific practice areas. Complete collection of Pennsylvania legal guides, forms and authorities, including: Standard Pennsylvania Practice; Goodrich Amram, 2d; Summary of Pennsylvania Jurisprudence, 2d; and West’s Pennsylvania Practice Series.

Criminal Analytical – Criminal analytical resources on Westlaw include everything users need to develop winning strategies, evaluate and prepare criminal cases, facilitate plea bargaining, and stay current with developments in criminal law.

American Law Reports (ALR)/All American Jurisprudence (AMJUR)/Corpus Juris Secundum (CJS) – This Westlaw offering provides access to the following resources:

- ALR is the leading case-finding tool in America. It is a continuing series of articles that collect and analyze every court case decided on a particular point of law. The complete ALR on Westlaw includes ALR First, ALR Digest, and the new ALR Index, resources that aren’t available on other online research services. Contains full text of First, Second, Third, Fourth, Fifth, Sixth, and Federal Series.
- AMJUR includes the full text of AMJUR 2d, which provides authoritative answers to any aspect of civil, criminal, substantive, and procedural law. Cases, statutes, and regulations from all 50 states and federal courts are researched and analyzed to create Am Jur articles. Articles quickly illustrate the underlying principles and present a range of arguments and authorities; and clearly examine not only the point of law, but also the spirit and intent of the courts in construing the law, and the legislature’s intent in enacting and amending the law.
- *Corpus Juris Secundum (CJS)* helps researchers understand unfamiliar areas of law by providing links to cases, statutes, regulations, Restatements of the Law, and more. CJS covers the full breadth and depth of the law and is cited to tens of thousands of times by the courts. It provides quick overviews of topics with Black Letter Summaries and is also fully integrated with the West Key Number System.

Trial Court Orders – Westlaw provides access to trial court orders from federal and select state trial courts. A trial court order provides researchers with insight into judicial preferences, proclivities, and patterns. Users can read pertinent court orders and identify what worked in similar cases, what law was cited, and how the judge reacted—how judges ruled in similar motions, as well as their reasoning behind the decision. Access to these orders allows researchers to make better informed evaluations about whether to accept a case, how to handle it, and what to tell the client to expect if litigation does go forward.

This resource saves the researcher valuable time by delivering the legal foundation for judges' decisions; the cases, statutes, and regulations cited; and other documents filed—including pleadings, motions, and briefs. Examples include Federal District Court criminal judgments of conviction, Federal Bankruptcy Court orders, and judges' orders in select state courts.

Plan 1H – Investigative Research and Public Records

This plan provides access to Thomson Reuters CLEAR Investigations content sets for Pennsylvania investigators in agencies and other Commonwealth government offices, as well as law enforcement. A description of the two packages available under this plan (Basic and Advanced) and the terms of use are provided below. Pricing is provided on the following pages.

Content Description

CLEAR public records data provides tremendous benefit to authorized users in locating persons and assets, verifying identities, identifying businesses and business affiliations, and uncovering potentially adverse information.

Under this plan, Pennsylvania investigators in agencies and other Commonwealth government offices, as well as law enforcement personnel will access and search on CLEAR's public records data via the web-based CLEAR platform (available via web browser—computer or mobile device). Additional delivery modes for CLEAR data as well as other features and services are available via a CLEAR custom packages plan (Plan 1I.2).

- **CLEAR Investigations Basic (1H.1)**—The CLEAR Investigations Basic plan provides access to CLEAR's public and proprietary records with standard searching, reporting, and functionality. CLEAR standard search types include: Person, Business, Phone, Property, Vehicles, Watercraft, License, and Court. CLEAR Basic includes comprehensive Individual and Company reports, as well as more streamlined Contact and Basic reports. The dashboard display of results provides access to standard dashboard tools, such as Quick Analysis Flags and Address Mapping, and the Workspace feature provides link chart and mapping capabilities. (Excluded content: CLEAR Basic does not include the TransUnion credit header gateway, Vehicles gateway, or Web & Social Media feature.)
- **CLEAR Investigations Advanced (1H.2)**—The CLEAR Investigations Advanced plan not only provides access to CLEAR's public and proprietary records with the standard searching, reporting, and functionality that are available in CLEAR Basic but also provides access to the TransUnion credit header gateway, Vehicles gateway, and Web & Social Media. The additional gateways in CLEAR Investigations Advanced provide additional sources of real-time information on people (TransUnion gateway) and vehicle registrations (Vehicles gateway), and Web & Social Media provides access to Web & social media sources, which often divulge information not typically found in public records, such as photos, email addresses, additional addresses and phone numbers, business affiliations, political affiliations, news references, professional history, etc.

Terms of Use—Plan 1H

Eligibility. Available only to Pennsylvania Commonwealth agencies, eligible to participate under the Commonwealth of Pennsylvania Online Legal Research Services Contract ("Contract"), between the Commonwealth of Pennsylvania—Department of General Services ("DGS") and Thomson Reuters (d/b/a West Publishing Corporation, hereinafter "West"). The following entities are eligible to purchase services under this contract: a. All Pennsylvania Commonwealth agencies under the Governor's jurisdiction; b. Any Pennsylvania Commonwealth executive agency and independent agency, as defined in Section 103 of the Commonwealth Procurement Code, 62 Pa.CS. § 103, that does not fall under the Governor's jurisdiction. c. Notwithstanding the language of 62 Pa.C.S.A. 103, West offers the above packages to all state-level offices and state-affiliated post-secondary schools (state courts, state legislature, state universities and academic institutions, and any other state-level institutions).
Note: Use of CLEAR requires completion of the appropriate credentialing form (Account Validation and Credentialing Form).

Excluded Charges. Purchasing agencies will receive the content package as described in their Order Form. Access to and usage of any other databases, features, and services is excluded and will be billed separately as excluded charges at the then-current Schedule A CLEAR Services ("Excluded Charges").

Note: Agencies may elect to block all access to and usage of excluded databases

License Agreement. All access to and usage of CLEAR databases, features and services is governed by the then-current General Terms and Conditions-Thomson Reuters Legal Products and Services incorporated by reference into the Contract.

Agency Locations. Each agency location must subscribe separately. Access is limited to the agency's personnel at that location.

Password Rates. The Monthly Charge per User will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one plan to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.

Passwords. CLEAR passwords may only be used by the person to whom the password is issued. Sharing of CLEAR passwords between or among Subscriber's personnel is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to Subscriber and charge Subscriber for such additional passwords, if West learns that CLEAR has been used by a person other than the person to whom the password has been issued.

CLEAR Usage. West's plan allows for CLEAR usage up to ten times the proposed fixed-rate guarantee. (Usage will be calculated using then-current retail rates.) In the event the purchasing agency's CLEAR usage exceeds this limit during any month of the contract term, West may, at its option, (1) limit the purchasing agency's access to live gateways for the remainder of the contract term, (2) request that the parties enter into good faith negotiations for an adjusted fixed rate, or (3) terminate the contract (after providing ten days written notice to the purchasing agency).

Plan 1H.1 – CLEAR Investigations Basic

Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-25	\$125	\$129	\$133	\$137	\$141
26-50	\$123	\$126	\$130	\$134	\$138
51-75	\$120	\$124	\$127	\$131	\$135
76-100	\$118	\$121	\$125	\$129	\$132
101-150	\$115	\$119	\$122	\$126	\$130
151-200	\$113	\$116	\$120	\$123	\$127
201 +	\$111	\$114	\$117	\$121	\$125

Pricing is inclusive of 24x7 access, service and support, and comprehensive initial and on-going training for the duration of the contract term.

Plan 1H.2 – CLEAR Investigations Advanced

Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-25	\$194	\$200	\$206	\$212	\$218
26-50	\$190	\$196	\$202	\$208	\$214
51-75	\$186	\$192	\$198	\$204	\$210
76-100	\$183	\$188	\$194	\$200	\$206
101-150	\$179	\$184	\$190	\$196	\$201
151-200	\$175	\$181	\$186	\$192	\$197
201 +	\$172	\$177	\$182	\$188	\$193

Pricing is inclusive of 24x7 access, service and support, and comprehensive initial and on-going training for the duration of the contract term.

Plan 1I – Custom Packages (Legal and Investigative Research)

Research needs can vary dramatically from agency to agency, and not all agencies require access to the same content. Custom packages are offered in recognition that some Pennsylvania Commonwealth agencies have diverse and unique needs that cannot be met by the pre-packaged content sets provided by Plans 1A-1H. This plan provides agencies with maximum flexibility to purchase custom online legal, investigative, law enforcement, and other Thomson Reuters/West products and solutions that are specifically tailored to the research needs of individual agencies and end users (including content and features, number of users, and contract length). Offering customized packages allows an agency to enjoy the best value, in terms of both price and content.

Price schedules are not available under this plan as the custom agency-specific pricing will be negotiated with the purchasing agency based on its research needs. Please contact your local West government representative for more information about these custom plans and obtain your discount. West can also provide agencies with free trial access.

1I.1 Legal Research

If an agency's legal research needs differ from or extend beyond the pre-packaged content sets offered under Plans 1A-1G, we can customize a legal research package that is specific to the agency's needs.

In addition to Westlaw, Thomson Reuters offers additional legal products and solutions that may be of interest to Pennsylvania Commonwealth agencies, such as, but not limited to, legal know-how/practical legal guidance, legal drafting assistance, Knowledge Management, contract management, enhanced legal research platforms (e.g., Westlaw Edge), continuing legal education (CLE), virtual hearings, digital evidence management, digital identity, case management, and court management, workflow solutions that include – but are not limited to – matter and document management, and management of right-to-know requests and Title IX workflows.

1I.2 Investigative Research

When an agency's investigative research and law enforcement needs differ from or extend beyond the pre-packaged content sets offered under Plan 1H, we can work with individual purchasing agencies to create custom special packages that are specific to an agency's investigative research needs.

Under the custom packages option, agencies can enhance their investigative research subscription with premium tools, features, and services. For example, CLEAR offers identity confirmation and risk scoring for individuals and businesses real-time gateway access to incarceration and arrest records, global risk information, license plate recognition data, additional data delivery modes including batch processing for high-volume searching and alerting, system-to-system (API) capability (which integrates query and result retrieval directly into internal user applications), and other investigative tools. This option provides agencies with maximum flexibility to purchase custom online investigative, law enforcement, and other Thomson Reuters/West products and solutions that are specifically tailored to the research needs of individual agencies and end users (including content and features, number of users, and contract length).

Plan 2A – Print Products and Programs

Option 2A—Legal Print Publications

This option provides authorized agencies a discount off retail pricing for the purchase of eligible new print titles, existing print purchases, and eligible print programs. Agencies must work with their local West representative at the time of purchase to request the discount.

- Agencies will receive a minimum of 10% off the one-time purchase of eligible new print titles. Agencies that purchase eligible new print titles on subscription will receive a 10% discount at the time of the initial purchase, followed by a 20% discount when the titles are updated and new versions are released (i.e., 20% off then-current retail rates).
- Agencies that currently subscribe to eligible print titles on subscription will continue to receive a 20% discount off those titles when new versions are released (i.e., 20% off then-current retail rates).
- Certain agencies may be eligible for additional discounting based on a multi-year commitment. These additional discounts/print programs can provide significant savings by locking in lower annual price increases as well as predictable billing for ease in budgeting. Please contact your local West representative for more information.

Terms and Conditions

The following terms and conditions apply to any contract between Thomson Reuters (West Publishing Corporation, hereinafter "West") and the Commonwealth of Pennsylvania, Department of General Services, Bureau of Procurement (hereinafter, "Commonwealth") resulting from this bid (hereinafter "contract").

- **Contract Term**—The proposed contract term is for five years: 1/1/2022 – 12/31/2027.
- **Eligibility**—The following entities are eligible to purchase services under this contract:
 - a. All Pennsylvania Commonwealth agencies under the Governor’s jurisdiction.
 - b. Any Pennsylvania Commonwealth executive agency and independent agency, as defined in Section 103 of the Commonwealth Procurement Code, 62 Pa.CS. § 103, that does not fall under the Governor’s jurisdiction.
 - c. Notwithstanding the language of 62 Pa.C.S.A. 103, West offers the above packages to all state-level offices and state-affiliated post-secondary schools (state courts, state legislature, state universities and academic institutions, and any other state-level institutions).
- **Agency/Purchasing Entity Locations**—Each agency location must subscribe separately. Access is limited to the agency’s personnel at that location. Purchasing agencies/entities with multiple locations may purchase under the Custom Packages.
- **Authorized Users**—Only users authorized to use West products by the purchasing agency may access and use West products under the terms of the fixed-rate agreement, and such use must be solely for purposes directly related to the purchasing agency’s research and work.
- **Passwords**—Each user must be assigned a separate password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among users is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to the purchasing agency if West learns that the product has been used by a person other than the person to whom the password has been issued.
- **Password Rates**—The Monthly Charge per User under each Per Password option will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one plan to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.
- **Westlaw: Included and Excluded Charges**—The proposed content is included in West’s proposed fixed monthly charge. Access to and usage of all other content, features, and services is excluded and will be billed separately as excluded charges. The excluded content, features, and services will be charged at the applicable rates (including applicable transaction, communications, and other associated charges, if any) for each library, feature, or service accessed according to the then-current terms and conditions as set forth in the then-current Schedule A, Plan 2 Westlaw Government Service.

West may, at its option, make certain content, features, and services excluded charges if West is contractually bound or otherwise required to do so by a contributor of data to West, or if the content, features, and services are enhanced or released after the effective date of any contract awarded to West pursuant to this bid.

- **CLEAR Usage**—West’s offer allows for CLEAR usage up to ten times the proposed fixed-monthly charge. (Usage will be calculated using then-current retail rates.) If the purchasing agency’s usage exceeds this limit in a given month, users will still have access to complete searching and reporting functionality within CLEAR; however, access to CLEAR’S live gateways may be limited for the remainder of that month or other remedies may be sought, such as renegotiating the purchasing agency’s fixed rate. (Please note: Most customers are not affected by this usage limit because the usage threshold is so high. And should the usage limit be reached, access to most CLEAR functionality is not directly affected; restrictions would apply to only a few premium gateway sources.)
- **CLEAR: Non-FCRA Use**—CLEAR is intended for due diligence and investigative purposes, activities not regulated by the Fair Credit Reporting Act (FCRA). Thomson Reuters is not a consumer reporting agency, and customers must not use any of the content, information, or services provided on our sites as a factor in establishing a consumer’s eligibility for credit or insurance to be used primarily for personal, family, or household purposes; for employment purposes; in consumer debt-collection decisions, or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 USCA §1681b).
- **New Content, Features, Services, and Platforms**—West reserves the right to charge for any new content, features, services, or platforms released during the term of this contract (whether “third-party” content or not), and such charges may be separate from and in addition to the Fixed Monthly Charge. Such charges (if any) shall not be greater than the charges at which such content, features, services, or platforms are made available to West’s other government subscribers under West’s then-current Government Price Plan.

If, however, any new content, features, services, or platforms released during the term of this contract are made generally available to government subscribers as part of their fixed rate agreement, West will also make these same new content, features, services, or platforms available to the agency at no extra cost.

- **Ordering Documents**—All access to and usage of Westlaw is governed by the then-current Thomson Reuters General Terms and Conditions, Product-Specific Terms, and applicable Order Form. These documents (included at the end of this pricing proposal) will be incorporated by reference into and made part of any contract awarded to West pursuant to this bid.
- **Credentialing Documents**—Access to and usage of CLEAR/PeopleMap requires completion of the then-current Account Validation and Certification (AVC) Form. (A sample of this document is included at the end of this pricing proposal.)

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

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

- **Order Processing**— Unless otherwise stated in the Order Form, service will begin the first day of the first month following receipt of the fully executed West Order Form and after any necessary credentialing has been completed, provided adequate time is available for implementing the contract. In general, to implement a contract West must receive the fully executed contract no later than five business days prior to the end of the month preceding the start of service.

To expedite the processing of an order, please ensure that the order references West’s Order Form (i.e., “This Order incorporates by reference the attached West Order Form”).

- **Survivability**—At the time of expiration or cancellation of the Established Price Contract, any existing multi-year agreement between West and a purchasing agency will remain in effect and continue to exist under the terms and conditions of the Established Price Contract, including payment for services, until the term expires as set forth in the multi-year agreement.
- **Offer Acceptance Period**—The terms of this price proposal are valid for 60 days from the submittal date of this bid.

Assumptions, Conditions, and Exceptions to the IFB

West includes the following assumptions, conditions, and exceptions in its offer. The exceptions will be part of any contract that may be awarded to West pursuant to this solicitation.

PART IV – STATEMENT OF WORK

IV-3 Agency Ordering Process.

In answers to questions, the Commonwealth removed the requirement for Change Orders. It is this Bidder's assumption that in removing the Change Order requirement that the Commonwealth is also removing the need for the Contracting Officer to approve the addition of products and services to the contract, and that Custom Packages under the new contract will function in a way that is substantially similar to the current contract.

IV-5 Reports. – Contractor respectfully requests the following modification to the last sentence:

“Report should include at a minimum ~~full name, email address, time period of spend, products/services purchased and agency~~ the name of the agency, invoice date, product name, product material number and price.”

Exceptions to the Terms and Conditions for Online Legal Research Services

PART V - CONTRACT TERMS and CONDITIONS

V.10 CONTRACT-008.1a Warranty. (Oct 2006) – Contractor respectfully requests that, due to the nature of the product, the Commonwealth's language be deleted and replaced with Contractor's standard language, which is as follows:

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

V.11 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013) – Due to the nature of the services being provided, Contractor cannot guarantee that products provided are completely free from any third-party claims. However, Contractor will indemnify the Commonwealth against any third party claims. We respectfully request that the language in this section be deleted and replaced with our standard contract language, which is as follows:

If a third party sues you claiming that a product you licensed in the agreement infringes that party's intellectual property right and your use of our product has been in accordance with the terms of the agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by us. You must promptly notify us in writing of the claim, supply information we reasonably request, and allow us to control the defense and settlement. We have no liability for claims that include items not provided by us.

V.26 CONTRACT-020.1 Audit Provisions (Oct 2006) – Contractor respectfully requests the following change:

The Commonwealth shall have the right, at reasonable times and at a site mutually agreed to by the Parties, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

V.29 CONTRACT-023.1a Termination Provisions (Oct 2013)

a. TERMINATION FOR CONVENIENCE: Contractor respectfully requests that this section be deleted. Our pricing and discounts are based on a commitment to a minimum term. We do allow of course for termination for breach and non-appropriation of funds.

V.30 CONTRACT-024.1 Contract Controversies (Oct 2011) – Contractor respectfully declines arbitration, unless required by PA state law. We therefore request all but the first sentence of subsection (a) and all of subsection (c) be deleted.

V.43 CONTRACT-036.1 Background Checks (Oct 2013) – Contractor respectfully requests that this section be deleted. We perform standard background checks on all of our employees Thomson Reuters requires background checks to be conducted in compliance with applicable laws, such as the Fair Credit Reporting Act. Pre-employment background checks generally include prior employment verification; education verification; criminal; professional license (if applicable); national identification trace and address locator; and global terrorism watch list searches. Depending on the position and/or client requirements, additional background checks may be required such as drug tests, motor vehicle checks, and/or other checks required for specific position or assignments. Where there is legitimate business reason to do so, Thomson Reuters may conduct background or drug/alcohol checks on current employees where permitted by law.

SURVIVABILITY PROVISION: - Contractor respectfully requests to add a survivability provision to the contract similar to the following:

Survivability Provision: At the time of expiration or cancellation of Contract Number XXXX, any existing multi-year agreement between the Contractor and any participating Agency as allowed under the Schedule Plans, will remain in effect and continue to exist under the terms and conditions of Contract Number XXXX, including payment for services, until the term expires as set forth in that multi-year agreement. Each multi-year agreement is a stand-alone contract which incorporates the terms of Contract Number XXXX for on-line legal services. Contract Number XXXX does not survive for purposes of procuring new on-line legal services beyond its expiration date.

Customer Training and Support

Account Management

Thomson Reuters strongly believes in developing and maintaining a customer-centric focus. Several departments within the Thomson Reuters management and organizational structure work in a coordinated effort directly dedicated to quality control and working with Commonwealth customers.

DGS's Dedicated Team

Your account management team will be responsible for the day-to-day management of any contract awarded pursuant to this IFB. Your team includes a designated Client Manager and Account Executive who will work closely with personnel from Commonwealth purchasing agencies to provide consultation and training involving all aspects of account service.

Westlaw's dedicated account management team includes:

Kim Fleming Account Manager, Government Phone: 717.580.5593 Email: kimberly.fleming@tr.com	Erica Roettger Account Executive, Government Phone: 717.725.3439 Email: erica.roettger@tr.com
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CLEAR's dedicated account management team includes:

Deborah Cook Business Development Specialist, Government Investigative Phone: 717.870.1688 Email: deborah.cook@tr.com	Michael Murphy Product Specialist, Government Investigative Phone: 410.456.5061 Email: michael.murphy@tr.com
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Additional Resources

To assist with contract administration, Commonwealth purchasing agencies administrators will have access to the following account management tools:

QUICKVIEW+

QuickView+ is a free, online billing and reporting service that allows subscribers to estimate their Westlaw charges before they receive an actual monthly bill. Flexible reporting allows users to track usage and charges for a particular account, client, user, or billing date. Users can choose from 20 standard report formats, or they can customize their reports to include only the fields they want and sort the information in the order they specify.

Report information can be sent to subscribers automatically (e.g., daily, weekly) via email. QuickView+ reports are downloadable in five formats, including to a spreadsheet for modification and analysis. QuickView+ uses Secure Socket Layer (SSL) encryption to ensure that billing information remains confidential as it is sent from our servers to a customer's computer.

MY ACCOUNT

My Account is a secure, web-based feature that helps users manage their accounts with Thomson Reuters. Available at myaccount.thomsonreuters.com or from legalsolutions.com, My Account lets users perform routine account management tasks, such as managing users and print subscriptions.

State and local government customers can also utilize My Account to view account balances, make online payments, and check the status of recent payments. They can also review invoices and request billing summaries.

Training

To assist users in fully realizing their research potential with West's products, we provide training at no additional charge. Your account management and training teams will work with you to determine the options and schedules to meet your specific training needs.

Self-Paced Learning

Free online videos and quick reference guides, which can help researchers get more from their Westlaw subscription, are available at legal.thomsonreuters.com/en/support. These robust, modular courses with short lessons let users learn exactly what they want at their own pace, whenever it's convenient. Titles include:

- What Content Is in My Westlaw Plan?
- Case Law Research with WestSearch
- Regulatory Research with WestSearch
- Statutory Research with WestSearch
- Verify Your Citations Using KeyCite
- Using Copy with Reference
- Boolean Terms & Connectors Searching

Virtual Training

Our product trainers are attorneys who provide initial and advanced training to our customers on the use of Westlaw, CLEAR, and our other products and services using virtual conferencing tools. Personalized one-on-one training sessions based on a customer's practice area or level of expertise are available. Trainers have extensive experience and receive on-going training to keep abreast of new teaching methods, software and hardware developments, advances in information processing, competitors' products, and current legal trends. To schedule training, contact your account manager or trainer. You can also schedule virtual training by emailing CustomerTrainingRequests@thomson.com.

On-Site Training

Customized training sessions are available for small groups at a customer's site. These training sessions are taught by our professional training staff. These training representatives are experts at gauging their students' specific skill levels and customizing the training session to meet the students' specific research needs. Trainers can also customize the training sessions to cover topical subjects relevant to a customer's areas of practice.

Note: In light of the current COVID-19 pandemic, on-site and in-person training may be limited, require additional lead time for travel, or not available for the safety of Thomson Reuters employees and our customers.

Bidder Subscriber Agreements and Sample Ordering Documents

The following contracting documents govern the access to and usage of various products that are offered under this bid. These agreements will be incorporated by reference and made part of any contract awarded to us pursuant to this bid.

Note: The appearance of ordering documents and supporting forms that are actually used may vary in appearance from the samples provided depending upon the product ordered and availability of electronic ordering systems.

LICENSING AGREEMENT TERMS

Governing terms applicable to all products offered herein.

- Document 1: General Terms and Conditions

Product-specific terms that may be applied to select orders.

- Document 2: Product-Specific Terms

ORDERING AND CREDENTIALING DOCUMENTS

Ordering documents applicable to certain products/packages offered herein.

- Document 3: West Order Form
- Document 4: West Order Form – CLEAR
- Document 5: ProFlex Order Form (for agencies with multiple locations)
- Document 6: Proflex Order Form – CLEAR (for agencies with multiple locations)
- Document 7: Special Offer Order Form (for select Westlaw, CLEAR, or other custom packages)
- Document 8: Account Validation and Certification (AVC) Form (account credentialing form required by law for access to Westlaw Public Records and CLEAR)
- Document 9: Addendum to AVC Form – Multi-Location
- Document 10: Addendum to AVC Form – Unmasked Data Request (account credentialing form required by law for access to Social Security Numbers, Date of Birth, and/or Driver’s License information for CLEAR)

TRANSACTIONAL RATE SCHEDULES

Transactional rates for access to and usage of excluded content, features and services.

- Document 11: Schedule A Plan 2 Westlaw Government Service (transactional rates for access to and usage of excluded content, features, and services)
- Document 12: CLEAR Services Schedule A (transactional rates for access to and usage of excluded content, features, and services)

Additional Attachments

These attachments are provided as a means of further describing the content, features, and services available via Westlaw. Some of the attachments may describe information that is excluded from West's offer. Please refer to West's Pricing Proposal for information about the content, features, and services that are included and excluded from West's offer.

- Addendum Regarding Bidder's Terms and Conditions
- PA MSA Report Example



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

1. OUR PRODUCTS & SERVICES

(a) **Limited License.** Together with our licensors, we own and retain ownership of all rights of whatever nature in and to our products, services, and data (whether tangible or intangible). You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the Agreement and each of us shall at all times act in accordance with applicable laws, including export controls and economic sanctions that apply to us in connection with the Agreement.

(b) **Changes to Service.** Our products and services change from time to time, but we will not change the fundamental nature of our products or services.

(c) **Passwords.** Your access to certain products and services is password protected. You are responsible for assigning the passwords and for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that both you and our property is secure and inaccessible to unauthorized persons.

(d) **Unauthorized Technology.** Unless previously authorized by Thomson Reuters, you must not (i) run or install any computer software or hardware on our products, services or network; use any technology to automatically download, mine, scrape or index our data; or (ii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

(e) **Usage Information.** We may collect information related to you or your use of our products, services and data. We may use this information to (i) test, develop and improve our products and services, and create and own derivative works based on such information, provided such information is not identifiable to you or any other person and (ii) to protect and enforce our rights under the Agreement, and we may pass this information to our third party providers for the same purposes.

(f) **Third Party Providers.** Our products and services may include data and software from third parties. Some third party providers require Thomson Reuters to pass additional terms through to you. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for our products and services click the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all applicable third party terms.

(g) **Third Party Supplemental Software.** You may be required to license third party software to operate some of our products and services. Additional terms may apply to the third party software.

(h) **Limitations.** Unless otherwise expressly permitted in the Agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property or our third party providers’ property to create any derivative works or competitive products; or (iii) allow any third parties to access, use or benefit from our property in any way. Exercising legal rights that cannot be limited by agreement is not precluded. If you are in the business of providing audit, tax, accounting, or legal services to your clients, this Section 1(h) does not preclude you from using our products and services to benefit your clients in the ordinary course of your business. Except as expressly set forth in this Agreement we retain all rights and you are granted no rights in or to our products, services and data.

(i) **Services.** We will provide the services using reasonable skill and care. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

(j) **Security.** Each of us will use and will require any third party data processors to use industry standard organizational, administrative, physical and technical safeguards to protect the other’s data. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party’s data and will use reasonable efforts to remedy identified security vulnerabilities.

(k) **Your Responsibilities.** You are responsible for and/or will take all necessary steps to ensure or regarding (i) proper use of our products and services in accordance with all usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our product, services or data; (iv) your combination of our products, services, data

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

2. INFORMATION SERVICES

(a) **License.** In the ordinary course of your business and for your internal business purposes only you may view, use, download and print data from our information services for individual use and may on an infrequent, irregular and ad hoc basis, distribute limited extracts of our data. Neither such extracts nor downloaded, printed or stored data may reach such quantity as to have independent commercial value and using such data as a substitute for any service (or a substantial part of it) provided by Thomson Reuters, our affiliates or our third party providers is prohibited. Where data is permitted to be used or distributed, Thomson Reuters and the third party content provider, if applicable, must be cited and credited as the source. Copyright notices must be retained on transmitted or printed items. Access to certain data may be restricted depending on the scope of your license.

(b) **Further Distribution.** You may also distribute our data: (i) to authorized users; (ii) to government and regulatory authorities, if specifically requested; and (iii) to third party advisors, limited to the extent required to advise you and provided they are not competitors of Thomson Reuters. Laws applicable in your jurisdiction may allow additional uses.

3. INSTALLED SOFTWARE

(a) **License.** You may install and use our software and documentation only for your own internal business purposes. Software licenses include updates (bug fixes, patches, maintenance releases), and do not include upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.

(b) **Delivery.** We deliver our software by making it available for download. When you download our software and documentation, if any, you are accepting it for use in accordance with the Agreement.

4. SOFTWARE AS A SERVICE (SaaS)

(a) **License.** You may use our SaaS only for your own internal business purposes.

(b) **Delivery.** We deliver our SaaS by providing you with online access to it. When you access our SaaS, you are accepting it for use in accordance with the Agreement.

(c) **Content.** Our SaaS is designed to protect the content you upload. You grant Thomson Reuters permission to use, store and process your content in accordance with applicable law. Access and use of your content by Thomson Reuters, our employees and contractors will be directed by you and limited to the extent necessary to deliver the SaaS, including training, research assistance, technical support and other services. We may delete or disable your content if required under applicable laws and in such instances, we will use our reasonable efforts to provide notice to you. If your content is lost or damaged, we will assist you in restoring the content to the SaaS from any available backup copy.

5. CHARGES

(a) **Payment and Taxes.** You must pay our charges within 30 days of the date of invoice in the currency stated on your order form. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including legal fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.

(b) **Changes.** During the term, we can increase, or adjust the basis for calculating, the charges on a periodic basis as set out in your order form. Except as otherwise specifically stated in the order form, we may increase, or adjust the basis for calculating, the charges for our products and services with effect from the start of each renewal term by giving you at least 90 days written notice.

(c) **Excess Use.** You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our products, services or data.

6. PRIVACY

Each of us will at all times process, protect and disclose personally identifiable information received as a result of this Agreement (“PII”) in accordance with applicable law. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized or unlawful destruction, loss, alteration, disclosure or access to PII. You acknowledge and agree to the transfer and processing of PII in the geographical regions necessary for Thomson Reuters to fulfill our obligations. When applicable to your location, additional terms will apply to the Agreement, including our General Data Protection Regulation (2016/679) (GDPR) terms located at www.tr.com/privacy-information.

7. CONFIDENTIALITY

Confidential information received from each other will not be disclosed to anyone else except to the extent required by law or as permitted under the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. This section shall survive three (3) years after the termination of the Agreement or until the confidential information is no longer deemed confidential under applicable law, whichever occurs first.

8. WARRANTIES AND DISCLAIMERS

ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. IN ENTERING THIS AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT.

(a) **EXCLUSION OF WARRANTIES.** UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE PRODUCTS OR SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE.

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

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

(d) **DISCLAIMER.** YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY PRODUCTS OR SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE PRODUCTS OR SERVICES.

(e) **NO ADVICE.** WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE PRODUCTS OR SERVICES OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU

OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS.

9. LIABILITY

(a) **LIMITATION.** EACH PARTY’S OR ANY OF ITS THIRD PARTY PROVIDERS’ ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID). IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

(b) **Unlimited Liability.** Section 9(a) does not limit either party’s liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 9(a) does not limit your indemnification obligations in Section 9(d) or your obligation to pay the charges on the order form and all amounts for use of the products and services that exceed the usage permissions and restrictions granted to you. Nothing in this Agreement limits liability that cannot be limited under law.

(c) **Third Party Intellectual Property.** If a third party sues you claiming that our products, services or data, excluding any portions of the same provided by our third party providers infringes their intellectual property rights and your use of such products, services or data has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our products, services or data with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our products, services or data other than by Thomson Reuters or our subcontractors; (iii) use of a version of our products, services or data after we have notified you of a requirement to use a subsequent version; or (iv) your breach of this Agreement. Our obligation in this Section 9(c) is conditioned on you (A) promptly notifying Thomson Reuters in writing of the claim; (B) supplying information we reasonably request; and (C) allowing Thomson Reuters to control the defense and settlement.

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

(e) We will not be responsible if our product or service fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product or service failed because of one of these, we also reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

10. TERM, TERMINATION

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

(b) **Suspension.** We may on notice terminate, suspend or limit your use of any portion or all of our products, services or other property if (i) requested to do so by a third party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third party provider; or a violation of third party

rights or applicable laws. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

(c) **Termination.** We may, upon reasonable notice, terminate all or part of the Agreement in relation to a product or service which is being discontinued. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Any failure to fully pay any amount when due under this Agreement is a material breach for this purpose.

(d) **Effect of Termination.** Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must uninstall or destroy all property of the other and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

(e) **Amendments.** We may amend these General Terms and Conditions from time to time by giving you at least 30 days prior written notice. You may request good faith negotiations regarding the amended terms and conditions. If the parties cannot reach mutual agreement on the amended terms and conditions within 30 days, you may terminate the agreement immediately upon written notice.

11. FORCE MAJEURE

We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the products or services and continue for more than 30 days, either of us may terminate any affected product or service on notice to the other.

12. THIRD PARTY RIGHTS

Our affiliates and third-party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

13. GENERAL

(a) **Assignment.** You may not assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without our

prior written consent. We may assign or otherwise transfer the Agreement (including any of our rights or remedies) in whole or in part to an affiliate or any entity that succeeds to all or substantially all of the assets or business associated with one or more products or services, and will notify you of any such assignment or transfer. We may subcontract any of the services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 13(a) is void.

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

(c) **Agreement Compliance.** We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

(d) **Governing Law.** If not otherwise stated in the order form, the Agreement will be governed by the laws of the State of New York and each of us hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County to settle all disputes or claims arising out of or in connection with the Agreement.

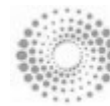
(e) **Precedence.** The descending order of precedence is: third party license terms contained in Section 1(f) of these terms; the applicable order form; and the remaining provisions of the Agreement.

(f) **Trials.** All trials of our products and services are subject to the terms of these General Terms & Conditions, unless we notify you otherwise. Access to our products and services for trials may only be used for your evaluation purposes.

(g) **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters may provide telephone and/or online access to its helpdesk, or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on <http://thomsonreuters.com/support-and-training> or as otherwise provided by Thomson Reuters.

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

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



Product-Specific Terms

- **Campus Research.** Access to Campus Research is strictly limited to current faculty, administration, staff and students. Incidental access by public walk-in users at your physical location is permissible. Campus Research is not available to law schools, offices of the general counsel of any college or university or any other similarly situated academic entities. Campus Research use is limited to educational, research and non-commercial purposes. You will exercise reasonable, good faith efforts to enforce these restrictions. You are required to provide your security certificate before remote access will be enabled. You are responsible for your security design, configuration and implementation to limit access to the Campus Research URL.

- **CD-ROM Libraries.** Your license to use our CD-ROM, DVD, USB and similar media (collectively “CD-ROM”) libraries is restricted to a single office location. Each library license includes a proprietary control file which you may install on a single local area network (LAN). Employees working at or assigned to the licensed site may access the CD-ROM libraries by remote connection to the LAN installed at the licensed site. Access to CD-ROM libraries through wide area networks, multiple LANs, multiple sites or similar arrangements is prohibited.

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

We may terminate a CD-ROM library subscription on 30 days prior written notice if the library is no longer commercially available. Upon termination by either party, you shall immediately destroy the terminated CD-ROM libraries and destroy CD-ROM library data maintained on a permanent storage drive.

- **Contract Express.**

- **Applicability.**

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

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

- **Scope of Contract Express Licenses:**

License types:

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

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

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

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

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

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

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

- **Service Availability and Support.**

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

- **Access to Contract Express Via API.**

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

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

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

Suspension. Thomson Reuters may suspend, disable or withdraw access via the API at any time if, in our reasonable opinion, you have breached any material term of the Agreement or if there is risk of any breach of security. Thomson Reuters will not be responsible for any loss, damage, costs, expenses or other claims by you, any user or third party resulting from the suspension of access via the API.

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

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.

WEST ORDER FORM

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



THOMSON REUTERS™

Check West account status below as applicable:		Rep Name & Number _____	
New ____ (NACI Form attached)		Existing with Increase Credit Limit ____ (NACI Form attached)	
Existing with no changes _____		Existing with changes ____ (Permanent name change must attach a Customer Name Change Form)	
Acct # _____	Quote # _____	PO # _____	Date _____
Name/Subscriber _____		Bill To Acct # _____	
Order Confirmation Contact Name _____			
E-Mail _____			
Password Contact Name (for password delivery) _____			
E-Mail _____			
Time and Billing Contact Name _____			
E-Mail _____			
Federal Government Account Type		Non-FEDLINK ____	FEDLINK ____
		GSA ____	
MSA Jurisdiction _____		Contract # _____	Option # _____
Permanent Address Change ____		One-Time Ship To ____	Additional Ship To ____
		Additional Bill To ____	
Name _____ Attn: _____			
Address _____		Suite/Floor _____	
City _____	State _____	County _____	Zip _____

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

I F N E E D E D

Online/CD-ROM/Practice Solutions/Software Products

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

Notes:

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Concurrent Patron Users, Active Legal Holds, and Quantity of Additional Storage.

Total Monthly Charges (initial Term) \$ _____

Online/Practice Solutions/Software Products Subscriptions

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

When your Minimum Term terminates, the following will apply:

Government Subscribers Post-Minimum Term. At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges, as defined below. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges, as defined below. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

CD-ROM and Dissomaster Products

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

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

_____ **Initials for Post Minimum Term Subscription Services.** I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. At the end of the Minimum Term, your Monthly Charges will be billed at up to our then current retail rate.

Your West sales representative will provide frequency of updates upon request. For transportation charges, returns and refunds see Miscellaneous below.

Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

_____ **Annual billing (please check if requested)**

Banded Products Subscriptions

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

Internal Corporate Use Only **BND**

Technical Contacts for Westlaw Patron Access and Campus Research

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

For Internal Office Use Only
OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

Online/Practice Solutions/Software Renewals

Sub Matl #	Online/Practice Solutions/Software Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)

Notes:

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

When this Renewal Term expires the following will apply.

Government Subscribers Post-Renewal Term. At the end of the Renewal Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges, as defined below. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges, as defined below. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

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

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

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

Last Name _____ First Name _____ E-mail _____

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

Notes:

Total Charges \$ _____

Initial for Subscription Services. I understand that West will continue to provide subscription services for the print and/or CD-ROM products designated above. Print and/or CD-ROM subscription services include automatic shipments. For print subscriptions you will receive automatic shipments of updates and supplements, such as pocket parts, pamphlets, replacement volumes or loose-leaf pages and will be billed or auto-charged or debited (if separately authorized) at our then current rates. Anniversary billed print products (annual billed and monthly billed) will be billed at then current rates. Monthly anniversary billed products will be billed monthly at then current rates. For CD-ROM subscriptions you will receive automatic shipments of updates and supplements and will be billed or auto-charged or debited (if separately authorized) at our then current rate.

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

Subscription services will continue until cancelled by either party at any time in writing. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

	Online/CD-ROM Products to be Lapsed	
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Full Svc #	Online/CD-ROM Products	# of Passwords

Notes:

	Westlaw Roaming Access	
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If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

Initial to block roaming access

	Miscellaneous	
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1. **Thomson Reuters General Terms and Conditions**, apply to all products ordered, except print and is located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf. The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at legalsolutions.com/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

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

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

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

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

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

7. **Transportation Charges.** Print and CD-ROM 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 the then current carrier rate.

8. **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 legalsolutions.com/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
- CD-ROM
- 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

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name _____

Title _____

Date _____

Signature X _____

For Credit Card Transactions only:	Visa _____	Master Card _____	Am Ex _____
Card # _____	Expir. Date _____	Total Amt. to Charge for this Order _____	

Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

For Internal Use Only (Rep to complete for telephone print orders only)
By signing and completing below the Rep certifies that he/she discussed and received assent to the Subscription Services terms above from Subscriber.

Date: _____ **Time:** _____

Name of Customer Placing Order: _____

Signature of Rep: _____

SAMPLE

WEST ORDER FORM - CLEAR SERVICES

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



THOMSON REUTERS™

Check West account status below as applicable:		Rep Name & Number _____	
New ____ (NACI Form attached)			
Existing with no changes ____		Existing with changes ____ (Permanent name change must attach a Customer Name Change Form)	
Does Subscriber have an existing West account?			
<input type="checkbox"/> Yes If yes, please provide West account number _____			
<input type="checkbox"/> No			
Acct # _____	Quote # _____	PO # _____	Date _____
Name/Subscriber _____		Bill To Acct # _____	
Order Confirmation Contact Name _____			
E-Mail _____			
CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) _____			
E-Mail _____		Telephone _____	
CLEAR Primary Account Contact Name (general business contact) _____			
E-Mail _____		Telephone _____	
Federal Government Account Type _____	Non-FEDLINK ____	FEDLINK ____	GSA ____
MSA Jurisdiction _____	Contract # _____	Option # _____	
Permanent Address Change ____		One-Time Ship To ____	Additional Ship To ____
Additional Bill To ____			
Name _____		Attn: _____	
Address _____		Suite/Floor _____	
City _____	State _____	County _____	Zip _____

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

 I F N E E D E D

CLEAR Fixed Rate

Full Svc #	CLEAR Products	Quantity *	Monthly Banded/ Base Rate	Per User Rate	Other	Total Monthly Charges	Minimum Term (Months)

* Fill in the maximum number of Users, Alerts, Seats, Sworn Officers.

Notes:

Total Monthly Charges (Initial Term) \$ _____

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

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case. If you have an existing Per User CLEAR license and are using this Order Form to add additional users, the Minimum Term in your underlying Order Form will apply.

If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Government Subscribers Post-Minimum Term. At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges, as defined herein. Either of us may cancel Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-18033.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges, as defined herein. 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.

	Enterprise Law Enforcement Subscribers	
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You certify your total number of Sworn Officers is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

	CLEAR Batch Transactional	
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Full Svc #	CLEAR Batch Products	# of Users	Other

Notes:

Access to CLEAR Batch Transactional begins on the date we process your order and continues for 12 complete calendar months. You may select a longer Minimum Term by initialing below. CLEAR Batch Transactional charges are assessed when you access CLEAR Batch. To apply CLEAR Batch charges to a specific month, the batch request must be submitted at least five (5) business days prior to the end of the month. Transactional charges are calculated based upon our then current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Initial below for a longer Minimum Term.

___ **24 Month Minimum Term.**

___ **36 month Minimum Term.**

Government Subscribers Post-Minimum Term. At the end of the Minimum Term your subscription will automatically renew. Schedule A rates may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Automatic Renewal for Non-Government Subscribers Only. If you are a non-government customer, your subscription will automatically renew at the end of its Minimum Term. Schedule A rates may change after at least 30 days written or online notice. Either of us may cancel the renewal in writing at least 60 days before a renewal period starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Office Use Only
OF instruct: Enter a discount of 100% - in the Condition Group 1 field on Additional Data A tab.

	CLEAR Window	
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Full Svc #	CLEAR Window Products	# of Users	List	Other	Monthly Charges	Monthly Window	Minimum Term (Months)

Notes:

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. Monthly Charges are due regardless of the level of your usage. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges, you are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then current Schedule A rate. You are also responsible for all Excluded Charges. Schedule A rates may change upon at least 30 days written or online notice. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Monthly Pricing Attachment to the Order Form.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case.

Government Subscribers Post-Minimum Term. At the end of the Minimum Term your subscription will automatically renew and your Monthly Charges will be billed at up to our then current rate. Thereafter, we may modify the Monthly Charges after at least 60 days notice. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 0% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges, as defined below. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

	Subscriber Certification Section	
Required for all accounts that interact with, manage or house inmates or detainees.		

Subscriber Certifications must be completed for every order, including renewals.

By initialing below, Subscriber certifies its understanding and acceptance of the security limits of CLEAR and responsibility for controlling product, Internet and network access:

- _____ **Subscriber's Initials.** Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is Subscriber's responsibility to control access to the Internet.
- _____ **Subscriber's Initials.** Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL. Subscriber will design, configure and implement its own security configuration.
- _____ **Subscriber's Initials.** Subscriber will not use any Data nor distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.
- _____ **Subscriber's Initials.** Subscriber will only access CLEAR for administrative or internal business purposes. All use will fully comply with the following restrictions:
 - In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to CLEAR or CLEAR data.
 - Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access.
 - No access shall be outsourced or otherwise provided to third parties.
 - Subscriber is solely responsible for ensuring that sensitive information is not made available beyond its stated permissible use.

IP Address Section
Only External IP Address(es) or Range(s) Must Be Provided

Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements must be provided for all CLEAR orders:

- IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited.
- IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255.
- All IP addresses must be IPv4 addresses.

Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber

Subscriber's Internet Service Provider Name _____

Provide IP Address(es) or IP Address Range(s) below Additional page(s) may be attached if needed

Beginning IP Address _____ Ending IP Address _____

Beginning IP Address _____ Ending IP Address _____

CLEAR Subscribers may receive roaming access to CLEAR by default. Roaming access permits use **outside** your designated IP Address/Range. We may, at our option, block roaming access.

_____ Initial here if you would like us to block roaming access.

If you do not know your company's external IP address(s), try the following:

1. Contact your network administration, firewall or security team
2. Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)
3. Go to the following URL in your browser: <https://signon.thomsonreuters.com/aboutme> or <http://www.whatismyip.com> to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)

Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)

Name (please print) _____

Telephone _____

E-Mail _____

REQUIRED

IF APPLICABLE

CLEAR Users, My Account Administrator and Authorized QuickView+ User

Last Name	First Name	E-mail Address	CLEAR Products	IN	AD	AN	SV	TC

If necessary, use additional pages and include full name, email address, and user type.

User Type Key

IN = Investigator

AD = Administrator

AN = Analyst

SV = Supervisor

TC = Technical

My Account is provided as a service to you for user management:

Last Name _____ First Name _____ E-Mail _____
 (Required)

QuickView+ is provided as a service to you for estimating your charges. Actual charges billed may vary from Quickview+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com> Identify which password holder you would like to have Quickview+ access.

Last Name _____ First Name _____ E-Mail _____
 (Required)

	CLEAR Fixed Rate Renewals	
Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.		

Sub Matl #	CLEAR Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)
Notes				

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

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

Government Subscribers Post-Renewal Term. At the end of the Renewal Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges, as defined below. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Renewal Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges, as defined below. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

	CLEAR Window Renewals	
Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.		

Sub Matl #	CLEAR Products	Current Monthly Charges*	Renewal Term (Months)
Notes			

* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before this Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges are due regardless of the level of your usage. The Monthly Window will remain unchanged. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. You are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Schedule A rates may change upon at least 30 days written or online notice. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Monthly Pricing Attachment to the Order Form.

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

Government Subscribers Post-Renewal Term. At the end of the Renewal Term your subscription will automatically renew and your Monthly Charges will be billed at up to our then current rate. Thereafter, we may modify the Monthly Charges after at least 60 days notice. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Renewal Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length and include a 0% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel 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.

CLEAR Products to be Lapsed	
Full Svc #	CLEAR Products

Miscellaneous	

1. **Thomson Reuters General Terms and Conditions**, apply to all products ordered, except print and is located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf. The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at legalsolutions.com/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event of a conflict between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

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

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

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

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

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

7. **Regulated Data.** 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 to 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 the General Terms and Conditions.

8. **CLEAR System to System.**

- a. We will issue one (1) entity-wide password for System to System access which will not be assigned to individual users. We will provide you with a security certificate that you must install on your systems in order to access our system(s). You will be required to provide the Internet Protocol ("IP") Addresses or IP Address Range in order to access CLEAR. IP Addresses assigned to jurisdictions outside the United States or in West-designated United States Territories are prohibited. You will implement any other security measures we deem necessary. We retain the right to temporarily or permanently block access if your use of the system, including but not limited to high search volume, is compromising the stability or integrity of our systems.
- b. We may provide one (1) entity-wide, non-transferrable, limited license with limited access to CLEAR for your internal testing and maintenance purposes. Testing access may only be used for functional testing, and counts toward any usage volumes under your CLEAR subscription. You are expressly prohibited from conducting any load testing, as determined in our sole discretion. You represent and warrant that all testing and maintenance will be conducted in strict accordance with our guidelines and instructions, and this agreement

9. **CLEAR Subscribers via an Integrator and CLEAR System to System.** In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in paragraph 8 above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber

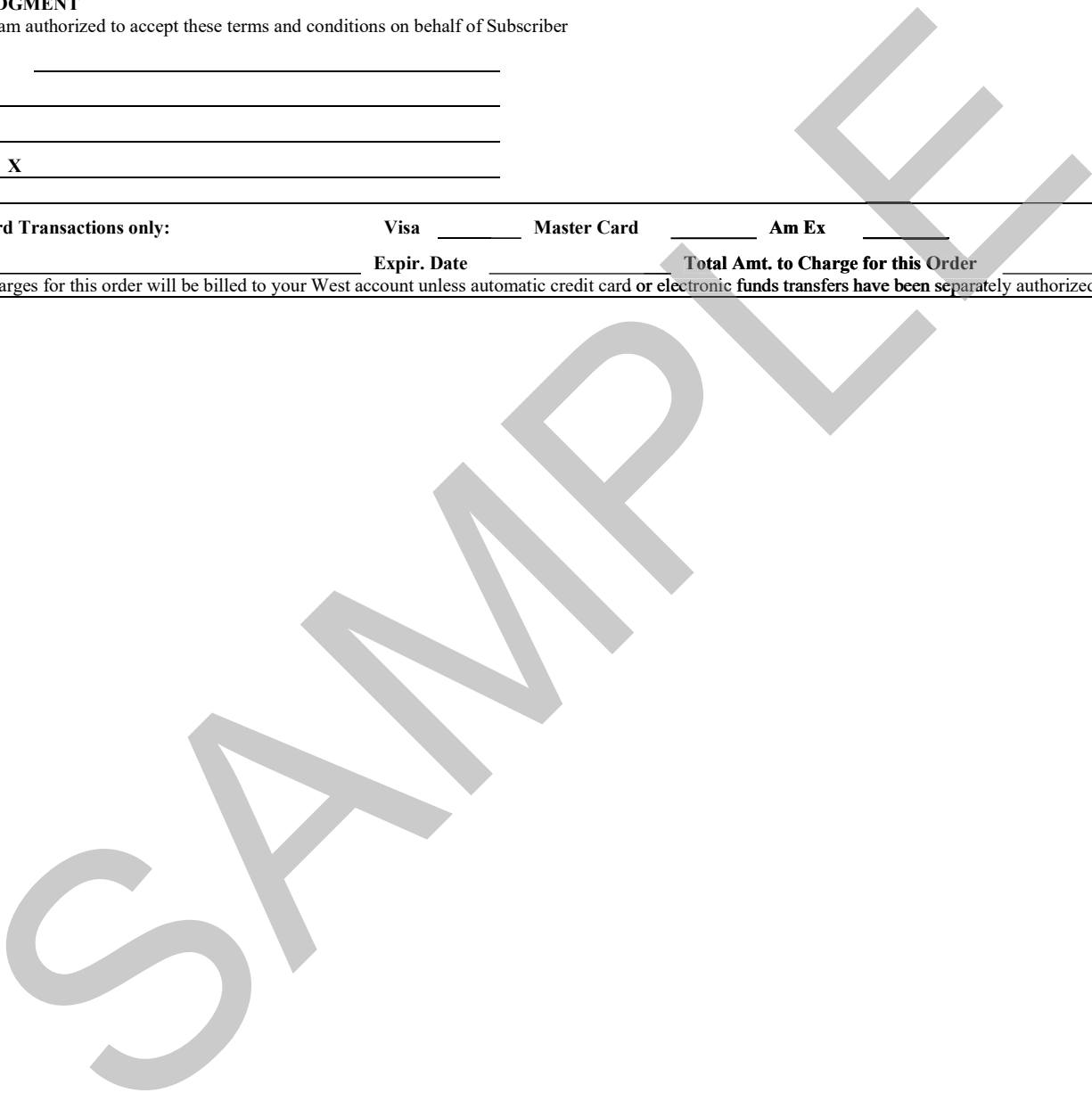
Printed Name _____

Title _____

Date _____

Signature X _____

For Credit Card Transactions only:	Visa _____	Master Card _____	Am Ex _____
Card # _____	Expir. Date _____	Total Amt. to Charge for this Order _____	
Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.			



WEST ORDER FORM-ProFlex
for WestlawPRO, Software
and Practice Solutions Subscribers
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



THOMSON REUTERS™

<u>Check West account status below as applicable:</u>		Rep Name & Number _____	
New _____ (NACI Form attached)	Existing with Increase Credit Limit _____ (NACI Form attached)		*** R E Q U I R E D ***
Existing with no changes _____	Existing with changes _____ (Permanent name change must attach a Customer Name Change Form)		
Acct # _____	Quote # _____	PO # _____	
Name/Subscriber _____		Bill To Acct # _____	
Order Confirmation Contact Name _____			
E-Mail _____			
Password Contact Name (for password delivery) _____			
E-Mail _____			
Time and Billing Contact Name _____			
E-Mail _____			
MSA Jurisdiction _____		Contract # _____	Option # _____
Permanent Address Change _____	One-Time Ship To _____	Additional Ship To _____	Additional Bill To _____
Name _____		Attn: _____	
Address _____		Suite/Floor _____	
City _____	State _____	County _____	Zip _____
IF NEEDED			

ProFlex Products						
Full Svc #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Quantity *	Monthly Banded Rate	Other	Total Monthly Charges	Minimum Term (Months)
40757482	ProFlex					

Notes:

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Conc. Patron Users, Active Legal Holds, and Quantity of Additional Storage.

Total Monthly Charges (initial Term) \$ _____

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

If you previously subscribed under a Special Offer Amendment/Exhibit the effective date of this Order Form is the first day of the month following the date we process your order.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

Post Minimum Term for Government Subscribers. At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges, as defined below. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges, as defined herein. 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. If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order. For concurrent Patron Access subscribers at multiple locations, the concurrent access will be limited by the quantity of Patron Access users by location, as identified on the ProFlex Addendum/Attachment.

Banded Products Subscriptions

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

Internal Corporate Use Only

BND

Technical Contact for Westlaw Patron Access

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.

IP Address Range _____

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

For Internal Office Use Only

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

ProFlex Renewals

Sub Matl #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)

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

Post Renewal Term for Government Subscribers. At the end of the Renewal Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges, as defined herein. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges, as defined herein. 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. If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

Online/CD-ROM Products to be Lapsed

Full Svc #	Online/CD-ROM Products	Account #/Location

Westlaw Roaming

If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

_____ Initial to block roaming access

Miscellaneous

1. **Thomson Reuters General Terms and Conditions**, apply to all products ordered, except print and is located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf. In the event of a conflict between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

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

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

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

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

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

7. **Transportation Charges.** Print and CD-ROM 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 our then current carrier rate.

8. **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 legalsolutions.com/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
- CD-ROM
- 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

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name _____

Title _____

Date _____

Signature X _____

For Credit Card Transactions only:	Visa _____	Master Card _____	Am Ex _____
Card # _____	Expir. Date _____	Total Amt. to Charge for this Order _____	
Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.			



<u>Check West account status below as applicable:</u>		Rep Name & Number _____
New _____ (NACI Form attached)		
Existing with no changes _____ Existing with changes _____ (Permanent name change must attach a Customer Name Change Form)		
Does Subscriber have an existing West account?		
<input type="checkbox"/> Yes If yes, please provide West account number _____		
<input type="checkbox"/> No		
Acct # _____	Quote # _____	PO # _____ Date _____
Name/Subscriber _____		Bill To Acct # _____
Order Confirmation Contact Name _____		
E-Mail _____		
CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) _____		
E-Mail _____		Telephone _____
CLEAR Primary Account Contact Name (general business contact) _____		
E-Mail _____		Telephone _____
MSA Jurisdiction _____	Contract # _____	Option # _____
PERMANENT ADDRESS CHANGE One-Time Ship To Additional Ship To Additional Bill To		
Name _____		Attn: _____
Address _____		Suite/Floor _____
City _____	State _____	County _____ Zip _____

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

I F N E E D E D

CLEAR ProFlex Fixed Rate

Full Svc #	CLEAR ProFlex Products	# of Users	Monthly Rate	Other	Total Monthly Charges	Minimum Term (Months)
41308780	CLEAR ProFlex					

Notes:

Total Monthly Charges (initial Term) \$ _____

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form. Excluded Charges are charges for accessing CLEAR services data that is not included in your subscription. You are also responsible for all Excluded Charges, as defined below.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case. If you have an existing Per User CLEAR license and are using this Order Form to add additional users, the Minimum Term in your underlying Order Form will apply.

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you elect to terminate any of your ProFlex Products and/or locations during your subscription terms, the Total Monthly Charges will not be adjusted.

We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

When your Minimum Term terminates, the following will apply.

Post Minimum Term for Government Subscribers. At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges, as defined herein. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges, as defined herein. 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.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

	Enterprise Law Enforcement Subscribers	
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You certify your total number of sworn officers is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

	CLEAR ProFlex Batch Transactional	
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Full Svc #	CLEAR ProFlex Batch Products	# of Users	Other
	CLEAR ProFlex Batch		

Notes:

Access to CLEAR Batch Transactional begins on the date we process your order and continues for 12 complete calendar months. You may select a longer Minimum Term by initialing below. CLEAR Batch Transactional charges are assessed when you access CLEAR Batch. To apply CLEAR Batch charges to a specific month, the batch request must be submitted at least five (5) business days prior to the end of the month. Transactional charges are calculated based upon our then current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Initial below for a longer Minimum Term.

___ 24 Month Minimum Term.

___ 36 month Minimum Term.

When your Minimum Term terminates, the following will apply.

Automatic Renewal Term. Your subscription will automatically renew at the end of its Minimum Term. Schedule A rates may change after at least 30 days written or online notice. Either of us may cancel the renewal in writing at least 60 days before a renewal period starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

The ProFlex Addendum includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments (PF743.dot) include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

Office Use Only
OF instruct: Enter a discount of 100% - in the Condition Group 1 field on Additional Data A tab.

	CLEAR ProFlex Window	
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Full Svc #	CLEAR ProFlex Window Product	# of Users	List	Other	Monthly Charges	Monthly Window	Minimum Term (Months)
41308780	CLEAR ProFlex Window						

Notes:

Monthly Charges begin on the date West Publishing Corporation (“West”, “we” or “our”) processes 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 (“Minimum Term”). Monthly Charges are due regardless of the level of your usage. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges, you are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then current Schedule A rate. You are also responsible for all Excluded Charges. Schedule A rates may change upon at least 30 days written or online notice. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Monthly Pricing Attachment to the Order Form.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case.

When your Minimum Term terminates, the following will apply.

Post Minimum Term for Government Subscribers. At the end of the Minimum Term, your Monthly Charges and Monthly Window will remain unchanged. You are also responsible for all Excluded Charges, as defined herein. Either of us may cancel the after the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”). Your Monthly Charges and Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges, as defined herein. 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.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

Subscriber Certification Section	
Required for all accounts that interact with, manage or house inmates or detainees.	
Subscriber Certifications must be completed for every order, including renewals.	
By initialing below, Subscriber certifies its understanding and acceptance of the security limits of CLEAR and responsibility for controlling product, Internet and network access:	
_____	Subscriber’s Initials. Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is Subscriber’s responsibility to control access to the Internet.
_____	Subscriber’s Initials. Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL. Subscriber will design, configure and implement its own security configuration.
_____	Subscriber’s Initials. Subscriber will not use any Data nor distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.
_____	Subscriber’s Initials. Subscriber will only access CLEAR for administrative or internal business purposes. All use will fully comply with the following restrictions: <ul style="list-style-type: none"> • In no event shall anyone other than Subscriber’s approved employees be provided access to or control of any terminal with access to CLEAR or CLEAR data. • Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access. • No access shall be outsourced or otherwise provided to third parties. • Subscriber is solely responsible for ensuring that sensitive information is not made available beyond its stated permissible use.

IP Address Section	
Only External IP Address(es) or Range(s) Must Be Provided	
<p>Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements <u>must</u> be provided for all CLEAR orders:</p> <ul style="list-style-type: none"> • IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited. • IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255. • All IP addresses must be IPv4 addresses. <p style="text-align: center;"><i>Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber</i></p> <p>Subscriber’s Internet Service Provider Name _____</p> <p>Provide IP Address(es) or IP Address Range(s) below</p>	R E Q U I R E D

Additional page(s) may be attached if needed

Beginning IP Address _____	Ending IP Address _____
Beginning IP Address _____	Ending IP Address _____
Beginning IP Address _____	Ending IP Address _____
Beginning IP Address _____	Ending IP Address _____

CLEAR Subscribers may receive roaming access to CLEAR by default. Roaming access permits use outside your designated IP Address/Range. We may, at our option, block roaming access.

_____ **Initial here** if you would like us to block roaming access.

If you do not know your company's external IP address(s), try the following:

1. Contact your network administration, firewall or security team
2. Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)
3. Go to the following URL in your browser: <https://signon.thomsonreuters.com/aboutme> or <http://www.whatismyip.com> to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)

Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)

Name (please print) _____	IF APPLICABLE
Telephone _____	
E-Mail _____	

CLEAR My Account Administrators and Authorized QuickView+ User

My Account is provided as a service to you for user management, general account information and granting access to other My Account users. Identify which person you would like as your My Account Administrator:

Last Name _____ First Name _____ E-Mail _____ (Required)

QuickView+ is provided as a service to you for estimating your charges. Actual charges billed may vary from Quickview+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com> Identify which password holder you would like to have Quickview+ access:

Last Name _____ First Name _____ E-mail _____

CLEAR ProFlex Fixed Rate Renewals

Subscriber Certification section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.

Sub Matl #	CLEAR ProFlex Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)

Monthly Charges for the Initial Renewal Year are set forth above, and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. You are also responsible for all Excluded Charges, as defined below. Excluded Charges are charges for accessing services that are not included in your subscription. Excluded Charges may change after at least 30 days written or online notice. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form.

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

Post Renewal Term for Government Subscribers. At the end of the Renewal Term, and your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges, as defined herein. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges, as defined herein. 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.

CLEAR ProFlex Window Renewals				
Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.				

Sub Matl #	CLEAR Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)
Notes				

Renewal Term Monthly Charges are due regardless of the level of your usage. **The Monthly Window will remain unchanged.** CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. You are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Schedule A rates may change upon at least 30 days written or online notice. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form.

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

Post Renewal Term for Government Subscribers. At the end of the Renewal Term, your Monthly Charges and Monthly Window will remain unchanged. You are also responsible for all Excluded Charges, as defined herein. Either of us may cancel the after the Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length. Your Monthly Charges and Monthly Window will remain unchanged, and include a 0% price increase. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges, as defined herein. 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.

CLEAR Products to be Lapsed		
Sub Matl #	Product(s) Description	Account #/Location

Miscellaneous

1. **Thomson Reuters General Terms and Conditions**, are located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf and apply to all products ordered, purchased or licensed on this Order Form except print. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

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

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

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

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

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

7. **Regulated Data.** 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 to 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 the General Terms and Conditions.

8. **CLEAR Subscribers via an Integrator.** In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in paragraph 8 above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name _____

Title _____

Date _____

Signature X

For Credit Card Transactions only:

Visa _____ Master Card _____ Am Ex _____

Card # _____ Expir. Date _____ Total Amt. to Charge for this Order _____

Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

WEST ORDER FORM – SPECIAL OFFER

610 Opperman Drive, P.O. Box 64833

St. Paul, MN 55164-1803

Tel: 651-687-8000



SUBSCRIBER INFORMATION				
Account	TBD	Contact Name		
Name	TBD	Title		
Address Line 1		Email		
Address Line 2		Phone		
OFFER INFORMATION				
Agreement Number	TBD	Effective Date	TBD	
Material ID	Subscribed Products & Services	Authorized Users	Subscription Periods	Monthly Charges
			X/XX/XXX – X/XX/XXXX	\$X,XXX

- The General Terms and Conditions.** The Thomson Reuters General Terms and Conditions located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf apply to all products licensed on this order form. Paragraph 10 (a) of the Thomson Reuters General Terms and Conditions does not apply and this order form will not automatically renew, unless otherwise stated below. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this order form, the terms of this order form control.
- 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.
- Excluded Charges.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://legalsolutions.com/schedule-a-library-government>, and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.
- Returns and Refunds.** Charges for Westlaw (including Westlaw China, Campus Research, Paralegal, Patron Access and Correctional Facilities), CLEAR (including CLEAR Cap), Monitor Suite, ProView eBooks, West LegalEdcenter, Software, TREWS, Serengeti, Practice Solutions, Library Maintenance Agreement and Special Offer/print agreements are not refundable. Please see 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.
- 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.
- 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 ordering document will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.
- Confidentiality.** You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.
- Termination.** This ordering document shall terminate simultaneously with termination of the General Terms and Conditions.
- Settling a Disputed Balance.** Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.
- Passwords.** For our products accessed by individually-issued passwords, each user, including each user that receives training, must purchase and be assigned his/her own password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among your personnel is STRICTLY PROHIBITED. We reserve the right to issue additional passwords to you and charge you for such additional password if we learn that a password has been used by a person other than the person to whom the password has been issued.
- Material Change.** If, at any time during the term of this ordering document, there is a material change in your organizational structure including, but not limited to merger, acquisitions, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.
- Westlaw and CLEAR Products Only.** 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

This Offer expires TBD 7:00 p.m. CT.

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during the credentialing process changes. You agree and 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 decision 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 the General Terms and Conditions. You may transmit Westlaw 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.

13. **West km.** Installation and implementation of this product shall be governed by the following terms.

- (a) Each party will select an individual as its project manager within 5 business days. The parties will develop a project plan, and the project managers will serve as the primary contacts in regard to coordinating and supervising the installation of the software. Each party will be responsible for ensuring that its project manager dedicates sufficient time to fulfill that party's respective obligations. You acknowledge that a change in your project manager may result in delays in the implementation and necessitate an amendment to the project plan, and affirm that you will work with us to install and test the software in accordance with the project plan
- (b) Implementation and consulting services and/or training may be recommended by us and purchased by you at an additional charge. The following standard implementation and consulting services are included in your Monthly Charges:
 - i project launch & management
 - ii strategic implementation & vetting planning
 - iii software installation & technical assistance
 - iv vetting toolkit rule customization and training (as applicable)
 - v functionality testing & pilot user training
 - vi initial product rollout
 - vii transition to support & project documentation
- (c) You may submit requested changes to the project plan in writing to us. We will respond to your change request within 14 days of receipt with a change order identifying any changes to the Monthly Charges, the implementation plan and additional expenses (including any resulting delays and charges) that would result from implementing the change. You may, in your discretion, accept this change order by signing it and returning it to us. Once you sign, the change order will amend the project plan. If you reject the change order, the project plan will remain unaltered.

14. **CLEAR Credentialing.** You will not receive access to CLEAR services until your credentials have been verified by us.

15. **Batch Ongoing Testing and Maintenance.** We may provide you with 1 entity-wide, non-transferrable, limited license with limited access to the Batch services for your internal testing and maintenance purposes only. Your testing access may only be used for functional testing and is limited to no more than 5,000 transactions per calendar year (partial years to be prorated) at no charge. You are expressly prohibited from conducting any load testing or running any production transactions without our prior written approval. You are responsible for any overages or production transactions run through the testing environment. We will invoice these transactions at then-current commercial rates. You represent and warrant that all testing and maintenance will be conducted in strict accordance with our guidelines and instructions and this agreement.

16. **CLEAR Usage Limitation.** This provision does not apply to any of your Cap subscriptions. If the transactional value of your CLEAR usage exceeds the following Monthly Subscription Period limits, we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate.

Subscription Period	Monthly Usage Limit
TBD	TBD

17. **HighQ Terms and Conditions.** The following terms apply to access to the HighQ Products and are incorporated by reference into this ordering document:

- HighQ Product Specific Terms, located at <http://tr.com/HighQ-PST>
- HighQ Information Security, located at <http://tr.com/HighQ-InfoSec>

HighQ SLA. We provide service availability, maintenance and support for the HighQ Products. Details are available at:

- HighQ Service Availability, Maintenance, and Support, located at <http://tr.com/HighQ-SLA>
- **HighQ Extranet.** Included with your HighQ subscription is xx GB of storage and X Designated Other Users per each Core Internal User ("Authorized User" or "User") license.
- Other Users

This Offer expires TBD 7:00 p.m. CT.

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Account Validation and Certification (AVC) Form
Westlaw and CLEAR (Government)

Subscriber Information	
Account Number (if applicable) _____	
Full Legal Name/Entity _____	
Business Unit/Dept/Agency _____	
The applicant's address below is (please check one): <input type="checkbox"/> a Commercial Location <input type="checkbox"/> a Residence (i.e. a home-based business)	
Street Address _____	
City _____	Country (if not US) _____
State _____	Zip _____
Main Organization Telephone _____	Location/Contact/Ext Telephone _____
Cell Phone (if no land line available) _____	E-Mail Address _____
Website _____ <input type="checkbox"/> Check here if no website available	
West products have implemented Multi-Factor Authentication and in order to access the public records products you must supply a valid External IP Address or IP Range belonging to your organization that meets the following requirements:	
<ul style="list-style-type: none"> • IP Addresses assigned to jurisdictions outside the United States or West-approved U.S. Territories are prohibited • IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255. • All IP addresses must be IPv4 addresses. • If you do not know your External IP address(es), try the following: <ul style="list-style-type: none"> ○ Contact your network administration, firewall or security team ○ Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.) 	
Go to the following URL in your browser: http://tools.whois.net/yourip/ or http://www.whatismyip.com to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)	
Internet Service Provider Name: _____	
IP Address: _____	
IP Address Range: _____	
Beginning IP Address: _____	Ending IP Address: _____
Beginning IP Address: _____	Ending IP Address: _____

REQUIRED

ALL REQUESTED INFORMATION MUST BE PROVIDED OR YOUR ORDER MAY BE DELAYED OR PRODUCT ACCESS LIMITED

SUBSCRIBER INFORMATION

Select Type of Government

- US – Federal
- US – State
- US – Local
- Tribal Government
- Other Government:

(Please describe)

Select Type of Academic Institution

- Privately Funded Academic Institution (non-government funded)
- Government Funded Academic Institution US – State

DATA USE INFORMATION

Do your end users have arrest powers?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Will you be using the product in relation to the collection of consumer debt (i.e., financial obligations of a consumer relating to a transaction for personal, family, or household purpose)?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Will you have end users at any location(s) other than at the address listed above? – If yes, please attach a completed Addendum to Account Validation and Certification Form – Multiple Locations.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Are you requesting “unmasked data” or full display of full Security Numbers, full Date of Birth and/or Driver’s License information? – If yes, please attach a completed Addendum to Account Validation and Certification Form – Unmasked Data Request	<input type="checkbox"/> No	<input type="checkbox"/> Yes

Will you use the product, in whole or in part, for any consumer-initiated application in order to determine an individual's eligibility for employment, credit, housing or insurance for personal, family, household or government benefit-related purposes?

No Yes

If you are using World-Check data in order to screen an individual, either in their individual capacity or in relation to a business, to determine whether to enter into a business relationship, you understand and agree that you must direct your search subject to the World-Check Privacy Statement located at, <https://risk.thomsonreuters.com/en/terms-of-business/world-check-privacy-statement.html>

Agreed N/A

Describe in detail your purpose/use case for using this product:

PERMISSIBLE USE SELECTIONS

Permissible Use under Gramm Leach Bliley Act

Your use of certain consumer data within the product is limited by the U.S. Gramm-Leach-Bliley Act (15 U.S.C. §§6801 et. seq.). In order to access this data you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the "no permissible use" option

- You certify there is no permissible use
- For use by a person holding a legal or beneficial interest relating to the consumer
- For use in complying with federal, state, or local laws, rules, and other applicable legal requirements
- For use as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer
- For use in complying with a properly authorized civil, criminal, or regulatory investigation, subpoena, or summons by federal, state, or local authorities
- For use to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability
- For use by any Law Enforcement Agency, self regulatory organizations or for an investigation on a matter related to public safety
- To persons acting in a fiduciary or representative capacity on behalf of the consumer
- For required institutional risk control or for resolving consumer disputes or inquiries
- With the consent or at the direction of the consumer

Permissible Use under Drivers Privacy Protection Act

Your use of certain drivers record and vehicle data is limited by the U.S. Drivers Privacy Protection Act (18 U.S.C. §§2721 et seq.). In order to access this data you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the "no permissible use" option.

- You certify there is no permissible use
- For official use by a Court, Law Enforcement Agency or other Government agency
- To verify or correct information provided to you by a person in order to prevent fraud, pursue legal remedies or recover a debt; skip tracing
- For use in connection with a civil, criminal or arbitral legal proceeding or legal research
- For use in connection with an insurance claims investigation or insurance antifraud activities

NEXT STEPS

- The information provided on this AVC form will be reviewed by our internal credentialing team and, if required, an onsite inspection will be conducted by Thomson Reuters authorized third party. To coordinate the onsite inspection, the third party will contact you directly to arrange a convenient day and time for the visit. Law enforcement agencies and federal and state government agencies are not required to complete an onsite inspection.
- The inspector will seek to verify, among other things, the physical, technical and/or administrative safeguards in place to keep Thomson Reuters data safe and confidential.
- The onsite inspection will last approximately 30 minutes, during which time the inspector will ask certain questions and gather observations intended to validate the information provided on this AVC Form. In addition, as is customary in the industry, the inspector will take a few photos of the premises, internal and external, to document your physical location as well as security measures and safeguards. At the time of the inspection, it is important that you assign an individual(s) capable of answering pertinent questions to meet with the inspector.
- Please provide the name phone number and Email address of the person you would like us to contact to schedule the required on-site inspection:

Name: _____ E-Mail Address: _____
Phone Number: _____

Has Thomson Reuters onsite inspected any of your locations in the last 6 months? No Yes

Account Name: _____ Account Number: _____

If yes, approximately when was the onsite preformed: _____

CERTIFICATIONS

By signing below you certify that:

- **YOU UNDERSTAND THAT THOMSON REUTERS IS NOT A CONSUMER REPORTING AGENCY AND THIS SERVICE DOES NOT CONSTITUTE A "CONSUMER REPORT" AS SUCH TERM IS DEFINED IN THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C.A. §§ 1681 ET SEQ. YOU ARE STRICTLY PROHIBITED FROM USING ANY DATA, IN WHOLE OR IN PART, AS A FACTOR IN ESTABLISHING A CONSUMER'S ELIGIBILITY FOR CREDIT, INSURANCE, EMPLOYMENT, OR FOR ANY OTHER PURPOSE AUTHORIZED UNDER THE FCRA OR AS THE BASIS FOR TAKING ADVERSE ACTION REGARDING ANY CONSUMER APPLICATION.**
- End users will access and use the data, including personally identifiable information, in accordance with all applicable laws, rules, and regulations. No individual shall access records that require a permissible use unless such a permissible use exists. It is your responsibility to seek guidance and clarification in case of any questions about the proper use of a product. **YOU ARE RESPONSIBLE FOR ANY UNAUTHORIZED COLLECTION, ACCESS, USE, AND DISCLOSURE OF ANY DATA ACCESSED THROUGH OUR PRODUCTS.**
- You will ensure that Thomson Reuters products are accessed and used in a manner that always preserves the strict confidentiality of all data. You agree to put processes in place to ensure that you and all authorized users comply with the following both when working from your authorized business location(s) and remotely: (1) products will only be accessed through password protected Wi-Fi networks, virtual private networks, and other secure applications and methods of communications, (2) all security measures on laptops and other devices will be activated before accessing our products, (3) authorized users will never extract or store data remotely on laptops or mobile devices, (4) authorized users will not write down or maintain any data in an unsecure fashion in any form, (5) laptops or device screens will not be visible through exterior windows when accessing our products, (6) authorized users will not access products in a public areas or where conversations could be overheard, and (7) authorized users will not allow anyone to use their work laptop or other device for any reason.
- You will maintain a comprehensive information security program, including systems, facilities, and procedures to safeguard the data and that you have experience in maintaining the confidentiality, security, and appropriate use of such information.
- You agree to immediately notify Thomson Reuters of any actual or suspected breach or access to data that may result in the unauthorized collection, access, use or disclosure of any data. You agree to make all reasonable efforts to assist Thomson Reuters and our data providers in relation to any investigation, claim, litigation or other action related to your access, use or disclosure of data.
- You and your end users are not and will not be involved in credit fraud, identification theft, stalking, harassment, any unethical business practices or illegal activity nor will you further such activities by your customers.
- All information provided on this AVC Form and addendum(s) is true and correct and is applicable to all of your authorized users and locations. You will immediately notify Thomson Reuters of any changes to the information provided in this form or during the credentialing process, including location changes. You understand that Thomson Reuters may periodically require you to re-certify the information provided herein.
- You are an authorized signatory for this account.

AUTHORIZED REPRESENTATIVE:

Print Name: _____
Title: _____
Date: _____
Signature: _____

Once this document is completed and signed by an authorized representative, please provide it to your West Sales Consultant with a signed order or fax it to 866-294-1042 or email to west.avtcredentials@thomson.com.

All information is subject to verification and approval by West.



Addendum to the Account Validation and Certification Multiple Locations Request

Subscriber Information	_____
Primary Account Number	_____
Full Legal Name/Entity	_____

	Location Information	
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Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Please list additional locations on page 2.

	Certifications	
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By completing and submitting this form you are requesting access to Thomson Reuters public records data for your authorized users at the above listed location(s). You understand and agree that each location where your authorized users are located is subject to satisfactory completion of an onsite inspection. By signing below you certify that: (1) all users under your account will limit use of the data for your legitimate business purposes only and as indicated on your account validation and certification (AVC) form, (2) you will maintain a comprehensive information security program, including systems, facilities, and procedures in each location to safeguard the Thomson Reuters data, (3) you have experience in maintaining the confidentiality, security, and appropriate use of such information, (4) all data use will be in strict accordance with your subscription agreement, and (5) you will timely update this form if you need to add additional locations. This Addendum is incorporated by reference into your AVC form.

AUTHORIZED REPRESENTATIVE:

Print Name: _____
 Title: _____
 Date: _____
 Signature: _____

Once this document is completed and signed by an authorized representative, please provide it to your West Sales Consultant with a signed order or fax it to 866-294-1042 or email to west.avtcredentials@thomson.com.

All information is subject to verification and approval by West/Thomson Reuters.

Additional Account Information

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____



Addendum to Account Validation and Certification Form – Unmasked Data Request

Subscriber Information

Account Number (mandatory): _____

Full Legal Name/Entity: _____

West/Thomson Reuters seeks to balance overall individual privacy needs and concerns with the legitimate business information needs of specific entities as allowed by U.S. Gramm Leach Bliley Act (15 U.S.C. § 6821 et seq.) (U.S. GLB), U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) (U.S. DPPA) U.S. Bipartisan Budget Act of 2013 (42 U.S.C. §1306 et seq.), and other applicable laws. As a general rule, sensitive data in our products is truncated. In order to help ensure that access to unmasked sensitive data is warranted, we limit access to qualified accounts only.

By completing the information and signing below, you understand that you are requesting that unmasked or full display of Social Security Numbers, Date of Birth and/or Driver's License information be added or removed from the accounts indicated below.

DATA USE INFORMATION

Describe your type of business: _____

Describe why access to 5B data is insufficient and why access to full DOB and SSN is required: _____

CLEAR Subscribers: All CLEAR users will be granted access to the same type of sensitive personal information:

- ADD** to all Users on the main account listed above (including all account locations)
- REMOVE** from all Users on the account listed above

WESTLAW Subscribers: list the individual Westlaw users whose access to sensitive personal information should be modified and indicate if the access is to be added or removed (use additional pages if necessary).

Last Name	First Name	Add/Remove	IP Address

CERTIFICATIONS

In relation to access requests, by signing below you certify that: (1) unmasked sensitive data is needed, (2) all users under your account will limit use of the data to legitimate business connected with the qualified account indicated above, (3) you will maintain a comprehensive information security program, including systems, facilities, and procedures in place to safeguard the unmasked sensitive data, (4) you have experience in maintaining the confidentiality, security, and appropriate use of such information, (5) all data use will be in strict accordance with your subscription agreement.

West reserves the right to deny or discontinue access to unmasked personal information with or without notice and in its sole discretion. This Addendum is incorporated by reference into your AVC form. By signing below you certifies that you are the authorized to request the changes requested above and are an authorized signatory on this account.

AUTHORIZED REPRESENTATIVE:

Print Name: _____

Title: _____

Date: _____

Signature: _____

Once this document is completed and signed by an authorized representative, please provide it to your West Sales Consultant with a signed order or fax it to 866-294-1042 or email to west.avtcredentials@thomson.com.

All information is subject to verification and approval by West.

Westlaw Schedule A

Plan 2 Westlaw Government Service

Available only to government personnel accessing Westlaw for government purposes.

Upon accessing Westlaw, a user may elect either per minute or transactional billing in Preferences. Such billing election will be effective for all subsequent sessions unless the election is changed. The SUBSCRIBER link in the Tools tab lists the per minute, transactional and offline transmission charges for a multiple content categories.

- 1. **Subscription Charge.** \$125 per month per agency
- 2. **West Reporter Images**
 West Reporter Images \$25.00 per image
 No offline transmission charges apply.
- 3. **Rise of American Law**
 Rise of American Law – Time \$33.33 per minute
 Rise of American Law – Document Displays 300.00 per document
 Rise of American Law – Images 300.00 per image

- 4. **Per Minute Charges**
 - A. **Home, Content and Topical Pages** \$3.50 per minute
 - B. **Viewing a Search Result List** \$7.00 per minute
 - C. **Per Minute Charges for Viewing Full Text Documents**
 Range from \$11.89 per minute to \$58.97 per minute.

- 5. **Transactional Charges**
 - A. **Search Charges** \$42.00 per search
 Each search query will incur a search charge.
 - B. **Document Display Charges.**
 Range from \$13.00 to \$151.00 per document
 Each document display will incur a transactional charge. No offline transmission charges apply.

- C. **Online Citation Checking Charges**
 KeyCite \$13.00 per citation
 Inline KeyCite 5.00 per document

- D. **Docket Charges**
 The following charges apply in lieu of per minute and transactional charges*:

Document Display	\$13.00 per document
Docket PDF	4.00 per image
Docket Alerts	0.00 per transaction
Document Retrieval from Alert	13.00 per document
Docket Tracks	6.00 per transaction
Docket Bankruptcy Creditor Update	4.00 per document
Document Update	2.00-8.00 per document
DE Court of Chancery PDF/Court Wire	
PDF Complaint	100.00 per image
Docket PDF from Select State Counties	22.00 per image
Court Wire Alerts – Continuous	5.00 per day per alert
Court Wire Documents	13.00 per document
Court Calendar Information Update	2.00 per transaction
Court Calendar Tracking Service	6.00 per transaction
Calendar Integration Service	1.00 per transaction

* See Pricing Guide for additional details.

E. Public Records Charges

The following charges apply in lieu of per minute and transactional charges.

PeopleMap	
PeopleMap Searches	\$55.00 per search
People/Company Records Mini Searches	13.00 per search
Alerts	2.00 per transaction
Reports	55.00 per report
Document Displays	13.00 per document
Public Records	
Searches	13.00 per search
Document Displays	13.00 per document
Real Property Reports	
Comprehensive Reports	87.00 per report
Individual Reports	55.00 per report
Deed Images and Parcel Map Images	25.00 per image
Delaware Corporate Records	
Searches	55.00 per search
Document Displays	11.00 per document
Company Investigator	
Searches	55.00 per search
Basic Reports	48.00 per report
Premier Reports	87.00 per report

F. Dun & Bradstreet Reports

The following charges apply in lieu of per minute and transactional charges:

Searches	\$13.00 per search
Comprehensive Business Information Report	150.00 per report
Business Information Report (Domestic)	125.00 per report
Business Information Report (International)	
Africa/Europe	400.00 per report
Asia/Australia	615.00 per report
Canada	175.00 per report
Latin America	500.00 per report

G. Drafting Assistant

The following charges apply in lieu of per minute and transactional charges. Drafting Assistant is only available on a subscription basis. The charges below are for tax allocation purposes only.

Cite Formatting	\$55.00 per document
Insert Flags	100.00 per document
Insert Links	55.00 per document
Quote Right	13.00 per citation
Table-of-Authority	55.00 per document

H. Westlaw Edge

Westlaw Edge is only available on a subscription basis. The charges below are for tax allocation purposes only. Standard search and result list charges apply.

Jurisdictional Surveys	10.89 per document
Litigation Analytics	10.89 per report
Quick Check Reports	.00 per document
Statutes Compare	10.89 per document

6. Folders

Documents in folders may be accessed at no charge for 12 months after the initial chargeable view. In transactional billing sessions, the initial chargeable view occurs the first time a document is viewed inside or outside of a folder. For hourly billing sessions, the initial chargeable view occurs the first time a document is viewed within a folder. This initial chargeable view will be charged at the applicable transactional document display charge. Documents viewed in a folder after 12 months will incur the then current Westlaw transactional document display charge. Hourly billing is suspended while browsing folders.

7. Offline Transmission Charges

A user may elect either per line or per document offline transmission billing in Preferences. Such election will be effective for all subsequent sessions unless the election is changed. Offline transmission charges apply to all printing and downloading to storage devices and e-mailing via Westlaw functionality for hourly billing sessions, unless otherwise indicated.

Per line charges range from \$0.04 to \$0.08

Per document charges range from \$10.00 to \$25.00

8. PDF Charges

Investext Analyst Reports	
Standard Reports	11.50 per page
Premium Reports	20.00 per page

All other PDF charges range from \$3.00-\$250.00 per image. No offline transmission charges apply.

9. Westlaw Doc & Form Builder

Westlaw Doc & Form Builder	\$14.00-\$138.00 per document
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10. Alert Services Charges

Alert Services Charges	
Alert Newsletter	\$0.00 per newsletter Capitol Watch
Tracks	6.00 per transaction
KeyCite Alert – Continuous	15.00 per day per transaction
KeyCite Alert – Daily	6.00 per transaction
KeyCite Alert – Non-Continuous	6.00 per transaction
Publication Alert	0.00 per transaction
WestClip Continuous	5.00 per day per transaction
WestClip Non-Continuous	0.00 per transaction

Alert charges incur on the run of the alert.



CLEAR Services Schedule A Commercial Subscriber's Accessing Enhanced CLEAR® Services

Subscriber will only receive access to the Enhanced CLEAR products listed on the Order Form. If Subscriber is ordering a fixed rate plan, the Monthly Enhanced CLEAR Charges appear on the Order Form and the rates set forth below are pro forma rates that apply to the transactional value of Subscriber's Enhanced CLEAR usage. Any users of Enhanced CLEAR Services must be credentialed prior to accessing.

1. Transactional Charges

i. Search Charges

Person Search	\$5.00 per search
Business Search	4.50 per search
SEC Filings	2.00 per search
DE Gateway Search	10.00 per search
DE Gateway Detail	15.00 per search
Asset Search	5.00 per search
Intellectual Property	2.00 per search
Phone Search-Public Record Phones	3.50 per search
Phone Search-Real Time Reverse Phone Number Gateway	1.50 per search
Public Records	
Photo Line-up Search	2.00 per search
Current Incarceration Search	3.50 per search
Recent Bookings Search	3.50 per search
License Search	5.00 per search
Court Record Search	4.50 per search
Web Analytics Search	1.75 per search
NPI Search	1.00 per search
Sanctions Search	5.00 per search
Real-Time Incarceration & Arrest Records (RTIA)	4.00 per search
World-Check Risk Intelligence	5.00 per search
Associate Analytics	1.00 per search
Company Family Tree	5.00 per search
Graphical View	5.00 per search
Graphical View Expansion	1.00 per search
Map Enhancements	0.25 per search
News Search	1.75 per search
Quick Analysis	1.00 per search
Contact View	1.50 per search
Alert Result – Full Text	9.00 per result
Alert Result – RTIA	4.00 per result
CLEAR ID Confirm	
Basic	5.00 per search
Advanced	5.50 per search
Premium	6.00 per search
CLEAR ID Confirm - International	
Group A Single	1.25 per search
Group A Multi	2.00 per search
Group B Single	3.00 per search
Group B Multi	5.00 per search
Group C Single	5.75 per search
Group C Multi	10.00 per search
CLEAR Risk Inform	
Basic	5.25 per search
Advanced	5.75 per search
Premium	6.25 per search
Real-Time Incarceration & Arrest Records (RI-RTIA)	2.00 per search
License Plate Recognition Search	1.00 per search
Adverse Media Search	4.00 per search

ii. Report Charges

AutoCheck Vehicle History Report	\$14.50 per report
Individual Report	15.00 per report
Add Associates to Report	2.00 per report
Basic Report	10.00 per report
Company Report	15.00 per report
Contact Report	10.00 per report
Business Credit Report	15.00 per report
Real Property Individual Reports	5.00 per report
Real Property Comprehensive Report	10.00 per report
Real Property Deed Image/Parcel Map Report	20.00 per report
License Plate Recognition Report	2.00 per report
CLEAR Risk Inform Person/Business Report	1.00 per report

2. Batch Services

i. CLEAR Batch Search Charges

Person Search	\$ 0.68 per row
Public Records Phone Search	.45 per row
Reverse Phone Search	.40 per row

ii. Batch Search Charges

Person Search	\$0.04 - \$5.00 per result and/or input
Document Search	\$0.04 - \$5.00 per result and/or input
CLEAR Risk Inform	\$0.40 - \$5.00 per result and/or input
CLEAR ID Confirm	\$0.40 - \$5.00 per result and/or input

iii. Batch Alert Charges

Person Alert	\$0.20 - \$5.00 per result and/or input
Company Alert	\$0.40 - \$5.00 per result and/or input
RTIA Alert	\$0.40 - \$5.00 per result and/or input



Government Accounts Only

Addendum to West Order Form – Q-#####

Subscriber: CUSTOMER/AGENCY NAME

Account #:

1. **Effect of Addendum.** The West Order Form, the underlying General Terms and Conditions and applicable Schedule A (collectively the "Agreement"), between you and West is amended to incorporate the terms of this Addendum. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum will have the meanings given to them in the Order Form. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.

2. **Modification to Order Form.** The following provisions are added to the order form:

This order is made pursuant to the Pennsylvania Master Service Agreement, PA State Contract ##### ("PA MSA"). The Order Form shall be subject to the requirements contained in the PA MSA, and the terms and conditions set forth in the PA MSA will have precedence in all instances. In particular, the parties further acknowledge and agree that the following sections of the Thomson Reuters General Terms and Conditions are inapplicable to the Agreement:

- i. Section 1(f), entitled "Third Party Providers";
- ii. Section 9(d), entitled "Your Obligations"; and
- iii. Section 13(d), entitled "Governing Law."

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.

West, a Thomson Reuters business

Subscriber

Signed: _____

Accepted by: _____

Name (please print): _____

Title: _____

Title: _____

Date: _____

Date: _____

& FAMILIES DEPT	6/3/2021	WESTLAW SO MSA PER PASSWORD	41003381
& FAMILIES DEPT	7/3/2021	WESTLAW SO MSA PER PASSWORD	41003381
& FAMILIES DEPT			

DEPT	5/3/2021	CLEAR PRO LAW ENFORCEMENT PLUS SEAT	41882294
DEPT	6/3/2021	CLEAR PRO LAW ENFORCEMENT PLUS SEAT	41882294
DEPT	7/3/2021	CLEAR PRO LAW ENFORCEMENT PLUS SEAT	41882294
DEPT			

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PART I - GENERAL INFORMATION

PART I - GENERAL INFORMATION

I.1 IFB-001.1 Purpose (Oct 2006)

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Invitation for Bids (IFB) to meet the needs of DEPARTMENT OF GENERAL SERVICES to satisfy a need for Online Legal Research Services.

I.2 IFB-005.1 Type of Contract (Oct. 2006)

If the Issuing Office enters into a contract as a result of this IFB, it will be a Established Price Contract contract containing the Contract Terms and Conditions as shown in Part V of this IFB.

I.3 IFB-008.1C No Pre-bid Conference (Oct. 2006)

There will be no pre-bid conference for this IFB. If there are any questions, please forward them to the Issuing Office prior to the bid opening date and time.

I.4 IFB-009.1 Questions (February 2012)

All questions regarding the IFB must be submitted in writing to the email address of the Issuing Officer provided in the solicitation. While there is no set timeline for the submittal of questions, questions received within 48 hours prior to the bid due date and time will be answered at the discretion of the Commonwealth. All questions received will be answered, in writing, and such responses shall be posted to eMarketplace as an addendum to the IFB. The Issuing Officer shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the IFB or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

I.5 IFB-010.1 Addenda to the IFB (Oct. 2006)

If the Issuing Office deems it necessary to revise any part of this IFB before the bid response date, the Issuing Office will post an addendum to its website at WWW.EMARKETPLACE.STATE.PA.US it is the Bidder's responsibility to periodically check the website for any new information or addenda to the IFB.

I.6 IFB-011.1B Submission of Bids – Electronic Submittal (May 2011)

- a. Bids are requested for the item(s) described in the Invitation For Bids and all the documents referenced in the form (collectively called the IFB). Bidders must submit their bids through the Commonwealth's electronic system (SRM).
- b. It is the responsibility of each bidder to ensure that its Bid is received through the electronic system prior to the date and time set for the opening of bids ("Bid Opening Time"). No Bid shall be considered if it arrives after the Bid Opening Time, regardless of reason for the late arrival.

Bids that are timely received prior to the Bid Opening Time shall be opened publicly in the presence of one or more witnesses at the time and place designated in this IFB for the Bid opening.

- c. Bids must be firm. If a Bid is submitted with conditions or exceptions or not in conformance with the terms

and conditions referenced in the IFB Form, it shall be rejected. The Bid shall also be rejected if the items offered by the Bidder are not in conformance with the specifications as determined by the Commonwealth.

d. The Bidder, intending to be legally bound hereby, offers and agrees, if this Bid is accepted, to provide the awarded items at the price(s) set forth in this Bid at the time(s) and place(s) specified.

I.7 IFB-024.1 Bid Protest Procedure (April 2016)

The Bid Protest Procedure is on the DGS website at

<http://www.dgs.pa.gov/Documents/Procurement%20Forms/Handbook/Pt1/Pt%20I%20Ch%2058%20Bid%20Protests.pdf>

I.8 IFB-025.1 Electronic Version of this IFB (Oct 2006)

This IFB is being made available by electronic means. If a Bidder electronically accepts the IFB, the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the IFB. In the event of a conflict between a version of the IFB in the Bidder's possession and the Issuing Office's version of the IFB, the Issuing Office's version shall govern.

I.9 IFB-027.1 COSTARS Program (January 2017)

COSTARS Purchasers. Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902 (“Section 1902”), authorizes local public procurement units and state-affiliated entities (together, “COSTARS Members”) to participate in Commonwealth procurement contracts that the Department of General Services (“DGS”) may choose to make available to COSTARS Members. DGS has identified this Contract as one which will be made available for COSTARS Members’ participation.

A. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

1. A “local public procurement unit” is:

- Any political subdivision (local government unit), such as a municipality, school district, or commission;
- Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- Any tax-exempt, nonprofit educational institution or organization;
- Any tax-exempt, nonprofit public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

The Department reserves the right to review and determine eligible applicants as Local Public Procurement Units on a case-by-case basis.

2. A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:

- The Pennsylvania Turnpike Commission;
- The Pennsylvania Housing Finance Agency;
- The Pennsylvania Municipal Retirement System;
- The Pennsylvania Infrastructure Investment Authority;
- The State Public School Building Authority;

- The Pennsylvania Higher Education Facilities Authority, and
- The State System of Higher Education.

The COSTARS Program is not available for use by Executive Agencies and Independent Agencies as defined by the Commonwealth Procurement Code, or any agency or entity using funds appropriated to the Department of General Services through Capital Budget Project Itemization legislation for the procurement of furniture, fixtures, and equipment.

3. A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.costars.state.pa.us/SearchCOMember.aspx>

B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.

C. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.

D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.

E. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor’s classification:

Contractor Classification	Required Administrative Fee
DGS-verified Small Diverse Business Bidder	\$166
DGS Self-Certified Small Business Bidder	\$500
All Other Bidders	\$1,500

1. Each bidder electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form with its bid submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the bidder is a Department of General Services Self-Certified Small Business or Department of General Services-verified Small Diverse Business, a copy of its active Small Business Contracting Program certificate must be included with the bid submittal.

2. At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to “Commonwealth of PA”. The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members.

F. DGS has registered the COSTARS name and logo (together, the “COSTARS Brand”) as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under in this Subsection.

1. The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract

award and prior to the renewal date for each succeeding Contract period.

2. DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:

a. The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.

b. The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.

c. The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor as a COSTARS vendor, and only so long as the required Contract fee is kept current.

d. Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.

e. The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor's use of the COSTARS Brand.

f. The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.

G. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.

1. The Contractor shall submit the reports through the web-based COSTARS Suppliers' Gateway of the PA Supplier Portal at <https://pasupplierportal.state.pa.us/irj/portal/anonymous>, Enterprise Applications. If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.

2. For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.

3. DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.costars.state.pa.us.

1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at www.costars.state.pa.us, where it may register by completing the online

registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.

2. Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Telephone: 1-866-768-7827
E-mail GS-PACostars@pa.gov

I.10 IFB-029.1 Prices (Dec 6 2006)

The bid submitted by the successful Bidder will be incorporated into any resulting Contract and the Bidder will be required to provide the awarded item(s) at the prices quoted in its Bid.

I.11 IFB-031.1 Alternates (Oct 2013)

A Bidder who wants to offer an alternate must notify the Issuing Office in writing, at least five (5) days prior to the scheduled Bid opening, that the Bidder intends to offer an alternate in its Bid. An "alternate" is a product that deviates from the requirements of the specifications in its composition, qualities, performance, size dimension, etc. The written notification from the Bidder must include a complete description of the alternate and must identify the product's deviations from the specifications. Upon receipt of the notification, the Issuing Office will determine whether the alternate is acceptable. If the Issuing Office, in its discretion, determines that the alternate is acceptable, the Issuing Office will issue a change notice to the invitation for bids that revises the specifications. If no change notice is issued revising the specification, a Bid offering the alternate will not be considered for award. If an item or items in the IFB are designated "no substitute," this provision does not apply and no alternate may be proposed by a bidder nor will any alternate be considered by the Issuing Office.

I.12 IFB-032.1 New Equipment (Nov 2006)

Unless otherwise specified in this invitation for bids, all products offered by Bidders must be new or remanufactured. A 'new' product is one that will be used first by the Commonwealth after it is manufactured or produced. A 'remanufactured' product is one which: 1) has been rebuilt, using new or used parts, to a condition which meets the original manufacturer's most recent specifications for the item; 2) does not, in the opinion of the Issuing Office, differ in appearance from a new item; and 3) has the same warranty as a new item. Unless otherwise specified in this invitation for bids, used or reconditioned products are not acceptable. This clause shall not be construed to prohibit Bidders from offering products with recycled content, provided the product is new or remanufactured.

I.13 I-IFB-033.1 Modification or Withdrawal of Bid (Nov 2006)

- a. Bid Modification Prior to Bid Opening. Bids may be modified only by written notice or in person prior to the exact hour and date specified for Bid opening.
- 1) If a Bidder intends to modify its Bid by written notice, the notice must specifically identify the Bid to be modified and must be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the modification to modify the Bid on behalf of the Bidder. The Bid modification must be received in a sealed envelope. The sealed envelope must identify the assigned Collective Number and the Bid Opening Time, and should state that enclosed in the envelope is a Bid modification
 - 2) If a Bidder intends to modify its Bid in person, the individual who will modify the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her

authorization to modify the Bid on behalf of the Bidder. If a Bidder intends to modify its Bid in person, the Bidder may do so only in the presence of an agency employee. (The agency employee will observe the actions taken by the individual to modify the Bid, but will not read the Bid or the modification).

- b. Bid Withdrawal Prior to Bid Opening. Bids may be withdrawn only by written notice or in person prior to the exact hour and date specified for Bid opening.
- 1) If a Bidder intends to withdraw its Bid by written notice, the notice shall specifically identify the Bid to be withdrawn and shall be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the bid withdrawal to withdraw the bid on behalf of the Bidder. Except as provided in Subparagraph c, below, bid withdrawals received after the exact hour and date specified for the receipt of Bids shall not be accepted.
 - 2) If a Bidder intends to withdraw its Bid in person, the individual who will withdraw the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to withdraw the Bid on behalf of the Bidder.
- c. Bid Withdrawal After Bid Opening. Bidders are permitted to withdraw erroneous Bids after Bid opening only if the following conditions are met:
- 1) The Bidder submits a written request for withdrawal.
 - 2) The Bidder presents credible evidence with the request that the reason for the lower Bid price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the Bid.
 - 3) The request for relief and supporting evidence must be received by the Issuing Office within three (3) business days after Bid opening, but before award of the contract.
 - 4) The Issuing Office shall not permit a Bid withdrawal if the Bid withdrawal would result in the award of the contract on another Bid of the same Bidder, its partner, or a corporation or business venture owned by or in which the bidder has a substantial interest.
 - 5) If a Bidder is permitted to withdraw its Bid, the Bidder cannot supply any material or labor or perform any subcontract or other work agreement for the awarded contractor, without the written approval of the Issuing Office.
- d. Firm Bid. Except as provided above, a Bid may not be modified, withdrawn, or cancelled by any Bidder for a period of sixty (60) days following the time and date designated for Bid opening, unless otherwise specified by the Bidder in its Bid. If the lowest responsible Bidder, as determined by the Issuing Office, withdraws its Bid prior to the expiration of the award period or fails to comply with the requirements set forth in the IFB including but not limited to any requirement to submit performance or payment bonds or insurance certificates within the required time period, the Bidder shall be liable to the Commonwealth for all costs and damages associated with the re-award or re-bid including the difference between the Bidder's price and the actual cost that the Commonwealth pays for the awarded items.
- e. Clarification and Additional Information. After the receipt of Bids, the Issuing Office shall have the right to contact Bidders for the purpose of seeking:
- 1) Clarification of the Bid which confirms the Issuing Office's understanding of statements or information in the Bid or;
 - 2) Additional information on the items offered; provided the IFB does not require the rejection of the Bid for failure to include such information.

I.14 I-IFB-034.1 Rejection of Bids (Nov 2006)

The Issuing Office reserves the right to reject any and all Bids, to waive technical defects or any informality in Bids, and to accept or reject any part of any Bid if the best interests of the Commonwealth are thereby served.

I.15 Submission-001.1 Representations and Authorizations (February 2017)

By submitting its proposal, each Offeror understands, represents, and acknowledges that:

A. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.

B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.

C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.

D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.

G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.

H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.

J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.

K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

L. The Offeror is not currently engaged, and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.

PART II - REQUIREMENTS

PART II - REQUIREMENTS

II.1 IFB-006.1b COSTARS Program Election to Participate (July 2012)

If the bidder is willing to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to COSTARS members, the bidder should complete and return the COSTARS Program Election to Participate form which is an attachment to this IFB. If the bidder is asserting that it is a Department of General Services Certified Small Business, the bidder must submit its active certification with the bid response.

II.2 II-IFB-008.1b Lobbying Certification and Disclosure – Electronic Submission. (Oct 2006).

With respect to an award of a federal contract, grant, or cooperative agreement exceeding \$100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000 all recipients must certify that they will not use federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. Offerors must complete and return the Lobbying Certification Form and the Disclosure of Lobbying Activities Form, which are attached to and made a part of this IFB. The completed and signed Lobbying Certification Form and the Disclosure of Lobbying Activities Form should be submitted with the Bid Response. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.

II.3 II-IFB-016.1 Post-Submission Descriptive Literature (Dec 2006)

The Commonwealth may, during its evaluation of the bids, require any bidder to submit cuts, illustrations, drawings, prints, test data sheets, specification sheets and brochures which detail construction features, design, components, materials used, applicable dimensions and any other pertinent information which the Issuing Office may require in order to evaluate the product(s) offered. The required information must be submitted within two (2) business days after notification from the Issuing Office. Failure to submit the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid as non-responsive.

II.4 II-IFB-018.1b Iran Free Procurement Certification and Disclosure – Electronic Submittal (November 2016)

Prior to entering a Bid Contract worth at least \$1,000,000 or more with a Commonwealth entity, a bidder must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). All bidders must complete and return the Iran Free Procurement Certification form, which is attached hereto and made part of this IFB. The completed and signed Iran Free Procurement Certification form must be submitted with the Bid Response.

See the following web page for current Iran Free Procurement list:

<http://www.dgs.pa.gov/businesses/materials%20and%20services%20procurement/procurement-resources/pages/default.aspx#.WDNfJ>

PART III - SELECTION CRITERIA

PART III - SELECTION CRITERIA

III.1 III-IFB-001.1a Mandatory Responsiveness Requirements (Oct 2006)

To be eligible for selection, a bid must be:

- a. Timely received from a Bidder;
- b. Properly signed by the Bidder.

III.2 III-IFB-006.1f Method of Award - All Bidders (April 2011)

Award will be made to all responsive and responsible bidders.

III.3 III-IFB-007.1 Awards (May 2011)

Unless all Bids are rejected, and except as otherwise provided by law, award will be made through the issuance of a contract/purchase order in accordance with the method of award. Unless otherwise specified by the Issuing Office in the IFB form the Commonwealth reserves the right to award by item or on a total Bid basis, whichever is deemed more advantageous to the Commonwealth. In cases of discrepancies in prices, the unit price will be binding unless the unit price is obviously in error and the extended price is obviously correct, in which case the erroneous unit price will be corrected. As a condition for receipt of award of a contract/purchase order, the Bidder must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, bidders must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363 or 717-346-2676.

III.4 III-IFB-008.1 Tie Bids (Nov 2006)

All tie bids will be broken by the Issuing Office.

III.5 III-IFB-009.1 Prompt Payment Discounts (Nov 2006)

Prompt payment discounts will not be considered in making an award. If prompt payment discounts are offered by any Bidder, however, the Issuing Office will take advantage of such offer.

III.6 III-IFB-010.1 Option for Separate Competitive Bidding Procedure (Nov 2006)

The Commonwealth reserves the right to purchase products or services covered under this Contract through a separate competitive bidding procedure, whenever Commonwealth deems it in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the product or service exists or when the price offered is significantly lower than the Contract price.

PART IV - WORK STATEMENT

PART IV - WORK STATEMENT

IV.1 IFB-001.1b Statement of Work (Nov 2006)

The Commonwealth is seeking bids to procure the services set forth in the attached document entitled "Statement of Work."

PART V - CONTRACT TERMS and CONDITIONS

PART V - CONTRACT TERMS and CONDITIONS

V.1 CONTRACT-001.1b Contract Terms and Conditions (Nov 30, 2006)

The Contract with the awarded bidder (who shall become the "Contractor") shall include the following terms and conditions:

V.2 CONTRACT-002.1a Term of Contract – Contract (May 2012)

The initial term of the Contract shall be 05 year(s) and 00 month(s).

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Commonwealth (signed and approved as required by the Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

V.3 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

V.4 CONTRACT-003.1a Signatures – Contract (July 2015)

The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract may be electronically signed by the Commonwealth. The electronically-printed name of the Purchasing Agent represents the signature of that individual who has the authority, on behalf of the Commonwealth, to bind the Commonwealth to the terms of the Contract. If the Contract output form does not have "Fully Executed" at the top of the first page and does not have the name of the Purchasing Agent printed in the appropriate box, the Contract has not been fully executed.

The fully-executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

V.5 CONTRACT-004.1a Definitions (Oct 2013)

As used in this Contract, these words shall have the following meanings:

a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".

b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.

c. Days: Unless specifically indicated otherwise, days mean calendar days.

d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.

e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.

f. Services: All Contractor activity necessary to satisfy the Contract.

V.6 CONTRACT-005.1d Purchase Orders (July 2015)

Commonwealth agencies may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders may be electronically signed by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.

b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

c. Each party will immediately take steps to verify any document that appears to be obviously garbled in

transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

V.7 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

V.8 CONTRACT-007.01b Delivery of Services (Nov 30 2006)

The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

V.9 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

V.10 CONTRACT-008.1a Warranty. (Oct 2006)

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

V.11 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report, document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract.

This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action.

If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

V.12 CONTRACT-009.1d Ownership Rights (Oct 2006)

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

V.13 CONTRACT-010.1a Acceptance (Oct 2006)

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

V.14 CONTRACT-011.1a Compliance With Law (Oct 2006)

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

V.15 CONTRACT-013.1 Environmental Provisions (Oct 2006)

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June

22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq. ; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended , 32 P.S. Section 693.1.

V.16 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016)

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> .

V.17 CONTRACT-014.3 Recycled Content Enforcement (February 2012)

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

V.18 CONTRACT-015.1 Compensation (Oct 2006)

The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Purchase Order. All item(s) shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for item(s) that are delivered and accepted by the Commonwealth.

V.19 CONTRACT-015.1A Compensation/Expenses (Oct 2013)

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

V.20 CONTRACT-015.2 Billing Requirements (February 2012)

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing , the Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

V.21 CONTRACT-016.1 Payment (Oct 2006)

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

V.22 CONTRACT-016.2 Payment – Electronic Funds Transfer (February 2014)

- a. The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- c. It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

V.23 CONTRACT-017.1 Taxes (Dec 5 2006)

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

V.24 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

V.25 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

V.26 CONTRACT-020.1 Audit Provisions (Oct 2006)

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

V.27 CONTRACT-021.1 Default (Oct 2013)

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
 - 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
 - 3) Unsatisfactory performance of the work;
 - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 5) Improper delivery;

- 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- 7) Delivery of a defective item;
- 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 9) Discontinuance of work without approval;
- 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 11) Insolvency or bankruptcy;
- 12) Assignment made for the benefit of creditors;
- 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;
- 15) Breach of any provision of the Contract;
- 16) Failure to comply with representations made in the Contractor's bid/proposal; or
- 17) Failure to comply with applicable industry standards, customs, and practice.

b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.

c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V.28 CONTRACT-022.1 Force Majeure (Oct 2006)

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented

or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

V.29 CONTRACT-023.1a Termination Provisions (Oct 2013)

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

V.30 CONTRACT-024.1 Contract Controversies (Oct 2011)

a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the

issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

V.31 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)

a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.

b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.

e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.

g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

V.32 CONTRACT-026.1 Other Contractors (Oct 2006)

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

V.33 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018)

The Contractor agrees:

- 1.** In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- 2.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- 3.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- 4.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5.** The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- 6.** The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- 7.** The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- 8.** The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- 9.** The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the

Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

10. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

V.34 CONTRACT-028.1 Contractor Integrity Provisions (January 2015)

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

a. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

c. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.

d. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

e. "Financial Interest" means either:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

f. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.

g. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.

e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3) had any business license or professional license suspended or revoked;
- (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

g. When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of

investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

V.35 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

V.36 CONTRACT-030.1 Americans with Disabilities Act (April 1, 2010)

a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of Subparagraph a above.

V.37 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

V.38 CONTRACT-033.1 Applicable Law (Oct 2006)

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

V.39 CONTRACT- 034.1b Integration (Nov 30 2006)

This Contract, including the Invitation for Bids, the Contractor's bid, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to

or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

V.40 CONTRACT-034.2b Order of Precedence - IFB (Dec 6 2006)

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the IFB; and the Contractor's Bid in Response to the IFB.

V.41 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

V.42 CONTRACT-035.1a Changes (Oct 2006)

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Contract Controversies Provision.

V.43 CONTRACT-036.1 Background Checks (February 2016)

a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and on an annual basis thereafter.

b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

c. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and

above that described herein.

d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in [Enclosure 3 of Commonwealth Management Directive 625.10 \(Amended\) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings](#). The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

V.44 CONTRACT-037.1a Confidentiality (Oct 2013)

(a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.

(b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:

- (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
- (2) independently generated by the recipient and not derived by the information supplied by the disclosing party.
- (3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- (5) required to be disclosed by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

(c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

- (1) Prepare an un-redacted version of the appropriate document, and
- (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
- (3) Prepare a signed written statement that states:

- (i) the attached document contains confidential or proprietary information or trade secrets;
 - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
 - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (4) Submit the two documents along with the signed written statement to the Commonwealth.

V.45 CONTRACT-051.1 Notice (Dec 2006)

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, teletype, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

V.46 CONTRACT-052.1 Right to Know Law (Feb 2010)

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

- 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
- 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages

assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

V.47 CONTRACT-053.1 Enhanced Minimum Wage Provisions (July 2018)

1. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
2. **Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
3. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
 - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
 - b. covered by a collective bargaining agreement;
 - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - d. required to be paid a higher wage under any state or local policy or ordinance.
4. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
5. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
6. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
7. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.