

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER 5-08-99-03	AMENDMENT NUMBER 1
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:
- STATE AGENCY'S NAME
DEPARTMENT OF GENERAL SERVICES
- CONTRACTOR'S NAME
WEST PUBLISHING CORPORATION DBA THOMSON/WEST
2. The term of this Agreement is **July 1, 2008** through **June 30, 2011**
3. The maximum amount of this Agreement is **\$.00**
Agreement after this amendment is: **.00**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This Amendment is being issued to add the following attachments (West Law and CD-ROM/DVD Libraries) to this MSA contract.

Attachment 7, West Order form for Law Enforcement Agencies and Correctional Facilities Only (4 pages)
Attachment 8, Subscriber Agreement for Westlaw and CD-ROM Libraries for the State of California (2 pages)
Attachment 9, West California Correctional DVD Price List (1 page)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) WESTT PUBLISHING CORPORATION DBA THOMSON/WEST		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 610 OPPERMAN DRIVE EAGAN MN 55123		
STATE OF CALIFORNIA		
AGENCY NAME DEPARTMENT OF GENERAL SERVICES		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING JIM BUTLER, DEPUTY DIRECTOR		
ADDRESS 707 3rd STREET, 2nd FLOOR, WEST SACRAMENTO, CA 95605		
		<input type="checkbox"/> Exempt per:

**WEST ORDER FORM FOR LAW ENFORCEMENT AGENCIES
AND CORRECTIONAL FACILITIES ONLY**

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

Attachment 7



Check West account status below as applicable:	Rep Name & Number _____	*** R E Q U I R E D ***		
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 # _____	PO # _____	Date _____		
Name/Subscriber _____		Bill To Acct # _____		
Order Confirmation Contact Name _____				
E-Mail _____				
Westlaw Password Contact Name (for password delivery) _____				
E-Mail _____				

Permanent Address Change <input type="checkbox"/>	One-Time Ship To <input type="checkbox"/>	Additional Ship To <input type="checkbox"/>	Additional Bill To <input type="checkbox"/>	I F N E E D E D
Name _____		Attn: _____		
Address _____		Suite/Floor _____		
City _____	State _____	County _____	Zip _____	

Subscriber Certifications (must be completed for every order, including renewals)

Subscriber by his/her initials below certifies and acknowledges understanding and acceptance of the security limits of Westlaw and Premise or other West software (for CD-ROM/DVD or West Reporter DVD-Archival orders) and Subscriber's responsibility for controlling Internet and network access:

- _____ **Subscriber's Initials.** Functionality of Westlaw cannot and does not limit access to non-West Internet sites. It is the responsibility of Subscriber to control network access to the Internet or internal correctional sites. By his/her initials, Subscriber acknowledges its understanding and acceptance of the security limits of Westlaw and Subscriber's responsibility for controlling Internet and network access.

- _____ **Subscriber's Initials.** Subscriber certifies that it shall be responsible for controlling network access to the Internet or internal Subscriber sites. Subscriber agrees to provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw URL and other West software (including CD-ROM/DVD or West Reporter DVD-Archival orders). Subscriber must design, configure and implement its own security configuration.

- _____ **Subscriber's Initials.** Subscriber shall not use any Data, and shall not 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 Subscriber Agreement.

- _____ **Subscriber's Initials.** In the event Subscriber uses any West software to access CD-ROM/DVD-ROM or West Reporter DVD-Archival products, Subscriber agrees to maintain the most current version of the West software for security purposes.

Subscriber, by his/her initials below, certifies that the following is current and accurate and that Subscriber shall provide West with prompt written notice should the status of any of the following certifications change. West may restrict access to certain databases, Features or services at any time.

Westlaw (accessed as a link from CD-ROM products) will be accessed by and/or Data provided to **(please initial only one)**:

- _____ Non-inmates/administrative staff with no direct research results provided to inmates (including work product created as part of inmates' legal representation).
- _____ Direct access by inmate himself/herself and indirect access by others on behalf of inmates (including access for pro se legal representation) with results (both print and electronic) delivered/provided to inmates.

Subscribers that provide direct or indirect inmate access to Westlaw must purchase/order the Westlaw Correctional Facilities Product and complete the following:

Name of Technical Contact (please print): _____

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Number of terminals which will be used for the Westlaw Correctional Facilities product: _____

WestlawPRO™/CD-ROM Products

Full Svc #	WestlawPRO/ CD-ROM Products	# of Pwds Conc. CD Users	Mo. Banded/ Base Rate	Per User/Conc. User Rate	Other	Total Monthly WestlawPRO/CD Charges

Notes:

Total Monthly Charges \$ _____

Monthly WestlawPRO Charges and CD-ROM Charges are billed on the date West processes Subscriber's order and continue for a minimum of 12 months ("Minimum Term"). Upon conclusion of the Minimum Term, CD-ROM Charges are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term the Monthly WestlawPRO Charges will be billed as set forth herein. Upon conclusion of the WestlawPRO Minimum Term, Monthly WestlawPRO Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

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

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

_____ **Subscriber's Initials** _____ attorneys are employed by Subscriber at the location identified above (for WestlawPRO and CD-ROM case law orders)

_____ **CD-ROM annual billing (please check if requested)**

WestlawPRO Renewals

WestlawPRO Products	Current Monthly WestlawPRO Charges

_____ **Subscriber's Initials for 12 Month Renewal Term** * Subscriber agrees to commit to an additional 12 months and the Monthly WestlawPRO Charges for the such additional 12 months shall be _____% more than the current WestlawPRO Charges.

_____ **Subscriber's Initials for 24 Month Renewal Term** * Subscriber agrees to commit to an additional 24 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be _____% more than the current Monthly WestlawPRO Charges and the Monthly WestlawPRO Charges for the second additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the first additional 12 months.

_____ **Subscriber's Initials for 36 Month Renewal Term** * Subscriber agrees to commit to an additional 36 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be _____% more than the current Monthly WestlawPRO Charges and the Monthly WestlawPRO Charges for the second additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the first additional 12 months. The Monthly WestlawPRO Charges for the third additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the second additional 12 months.

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

* Effective at the end of the current Minimum Term ("Renewal Term"). Upon conclusion of the Renewal Term, Monthly WestlawPRO Charges are billed thereafter up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Renewal Term) may be modified as set forth in the "Subscriber Agreement". Subscriber is responsible for all Excluded Charges as incurred.

Westlaw Passwords and QuickView+

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

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

Authorized QuickView+ Password Holder _____ Password _____ Authorized Acct. # _____

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

Total Charges \$ _____

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

West's DVD Viewer and West's Reporter DVDs - Archival					
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Full Svc#	Products	Locations (up to #)	Users (up to #)	Qty	List Charges	Other	Charges
40647050 *	NRS PDF Viewer (with Westlaw access)						
40647551 **	NRS PDF Viewer (without Westlaw access)						

Notes: * For non-correctional and non-law enforcement customers only
 ** For correctional and law enforcement customers only

Total Charges \$ _____

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

License Agreement for West's DVD Viewer and West's Reporter DVDs-Archival Products

1. **License.**

- a. **Grant.** West grants Licensee (also used as "Subscriber" herein) a non-exclusive, nontransferable, perpetual, limited license to access and use West's DVD Viewer software and West's Reporter DVDs ("Product") in Licensee's normal course of business (including all currently installed versions and any updates), at its licensed site. A "site" means all personal computers, servers or minicomputers (including networked systems) with the same operating system platform at a single location or at different locations which are connected by a single networked system (i.e., any combination of two or more terminals that are electronically linked and capable of sharing the use of a single software product). The Product is protected by copyright.
- b. **Copying.** Licensee may install the Product at the licensed site consistent with the number of users and the number of locations for which the Product is licensed. A "site" means all personal computers, servers or minicomputers (including networked systems) with the same operating system platform at a single location or applicable locations. Each copy made by Licensee must include the copyright/proprietary rights notice(s) embedded in and affixed to the Product. All other copying is prohibited.
- c. **Other Restrictions.** Licensee may not copy, download, scrape, store, publish, transmit, retransmit, disseminate, broadcast, circulate, sell, resell, or otherwise use the Product or any portion of the Product, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with West's prior written permission, or (iii) if not otherwise expressly prohibited by this Agreement as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. sec. 107). Licensee may not loan, lease, distribute, or transfer the Product or copies to third parties, nor reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of the Product. Further, Licensee may not reproduce all or any portion of the Product (except as expressly permitted in this Agreement) or modify, translate or otherwise create derivative works of the Product. Licensee agrees to notify its employees and agents who may have access to the Product of the restrictions contained in this Agreement and to ensure their compliance with these restrictions.

2. **Title.** Licensee hereby acknowledges and agrees that all right, title and interest in and to the Product, the documentation and any other related materials are, and shall remain, vested solely in West, and Licensee shall not hold itself out as having any ownership or other rights with respect thereto, except as specifically granted hereunder.

3. **Limited Warranty.** West warrants that the medium, if any, upon which the Product is provided by West to Licensee will be free from defects in material and workmanship under normal use for a period of sixty (60) days from the date of Licensee's receipt of the Product.

4. **DISCLAIMER AND LIMITATION OF LIABILITY.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE PRODUCT AND ANY DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. LICENSEE BEARS ALL RISK RELATING TO QUALITY AND PERFORMANCE OF THE PRODUCT. THE PERFORMANCE OF THE PRODUCT VARIES WITH VARIOUS MANUFACTURERS' EQUIPMENT WITH WHICH IT IS USED. CERTAIN SOFTWARE USED BY LICENSEE MAY NOT BE CAPABLE OF SUPPORTING THE PRODUCT. WEST DOES NOT WARRANT THE LEVEL OF PERFORMANCE OF THE PRODUCT OR THAT EARLIER VERSIONS SUPERSEDED BY NEW VERSIONS (WHETHER OR NOT DISTRIBUTED TO LICENSEE) WILL CONTINUE TO BE CAPABLE OF ACCESS AND USE. WEST DOES NOT WARRANT THAT THE PRODUCT OR THE FUNCTIONS CONTAINED IN THE PRODUCT WILL MEET LICENSEE'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR-FREE. LICENSEE ACKNOWLEDGES THAT PROVISION OF THE PRODUCT ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA. IN NO EVENT WILL WEST AND/OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR ANY OTHER TYPE OF DAMAGES, INCLUDING LICENSEE'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, OR ANY DECISION MADE OR ACTION TAKEN BY LICENSEE IN RELIANCE UPON THE PRODUCT, ARISING OUT OF THIS AGREEMENT OR THE USE OF THE PRODUCT LICENSED HEREUNDER, EVEN IF WEST AND/OR ITS

AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE'S EXCLUSIVE REMEDY AND WEST'S AND/OR IT AFFILIATES' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO THE PRODUCT WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF CHARGES PAID BY LICENSEE RELATIVE TO THE PRODUCT WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

5. **Term and Termination.** This Agreement will become effective on the date Licensee's order is processed and accepted by West. West or Licensee may terminate this Agreement immediately upon giving written notice of termination to the other party which commits a material breach of any obligation to under this License. If License is terminated, all versions of the Product must immediately be removed from Licensee's sites and returned to West.

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

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

8. **Export Laws.** The Product and its related documentation may not be exported or reexported in violation of the U.S. Foreign Corrupt Practices Act and its implementing regulations, the U.S. Export Administration Act and its implementing regulations or any other applicable laws, rules and regulations.

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

Subscription Service and Passwords (for applicable products). Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued hereunder may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Paragraph 2. (d) of the Subscriber Agreement notwithstanding, Subscriber may also permit a third party to transfer the CD-ROM Data contained in the Library(ies) to a single storage drive under Subscriber's exclusive control.

General Provisions (for all products). This Order Form is subject to approval by West in St. Paul, Minnesota. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling charges (FOB origin) will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

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

Online Products to be Lapsed		
Full Svc #	Online Products	# of Passwords

The Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan, (for WestlawPRO products and/or CD-ROM Libraries products) individually or jointly, as applicable, ("Subscriber Agreement") is/are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.

Signature X _____ Date _____

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name _____

Title _____

Date _____

Signature X _____

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

For Internal Use Only:
CVM approval for Westlaw Correctional Facilities Order Form
 Signature _____ Date _____
 Printed Name _____ Title _____

Subscriber Agreement for Westlaw® and CD-ROM Libraries for the State of California

Attachment 8



AGREEMENT entered into between State of California – Department of General Services “Subscriber” as set forth on the West order form (“Order Form”) and West, a Thomson Reuters business (“West”), regarding Westlaw and/or CD-ROM Libraries, as follows:

1. **Westlaw and CD-ROM Libraries.** Subscriber may subscribe to Westlaw, West’s computer assisted legal research service, via certain packaged Westlaw Schedule A price plans, and/or CD-ROM libraries (“Libraries”) by submitting a then-current Order Form. All references herein to CD-ROM, CD-ROM Libraries or Libraries shall also include the DVD-ROM format/media. All Library subscriptions shall include access to Westlaw. Westlaw and CD-ROM Libraries are licensed to Subscriber subject to the terms and conditions of this Agreement, the Order Form, the applicable Schedule A or as otherwise agreed by the parties in writing. This Agreement supplements but does not supersede any Westlaw Subscriber Agreement in effect between Subscriber and West as of the effective date of this Agreement (“Existing Westlaw Agreement”).

2. License.

(a) **Grant.** Subscriber is granted a non-exclusive, non-transferable, limited license to access Westlaw and the CD-ROM Library(ies) to which Subscriber subscribes. Such license includes the right to access data made available on Westlaw (“Westlaw Data”) and data contained in the CD-ROM Library(ies) (“CD-ROM Data,” collectively “Data” which includes “Downloaded Data” as defined below). Subscriber may use the Data internally solely in the regular course of legal and other research and related work. Except as otherwise provided with respect to certain Westlaw Data, the license includes the right to download and temporarily store insubstantial portions of Data (“Downloaded Data”) to a storage device under Subscriber’s exclusive control solely (i) to display internally such Downloaded Data and (ii) to quote and excerpt such Downloaded Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work product created by Subscriber in the regular course of its research and work. Subscriber may also create printouts of Data for internal use and for distribution to third parties for purposes that are consistent with the terms and conditions of this Agreement if such third parties agree not to further distribute the printouts.

(b) **Limitations.** Subscriber may not copy, download, scrape, store, publish, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell or otherwise use the Data or any portion of the Data, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with West’s prior written permission, or (iii) if not otherwise expressly prohibited by this Agreement or by the “Additional Terms” (as defined below), as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in Subscriber’s work product. Subscriber shall not sell, license or distribute Data (including printouts or Downloaded Data) to third parties or use Data as a component of or as a basis for any material offered for sale, license or distribution.

(c) **Westlaw.** Westlaw consists of various West-owned and third party databases, services, functions and remotely-accessed gateways (collectively “Features”), which may change from time to time. Access to certain Features may be restricted. Certain Features are licensed subject to paragraphs 3, 6 and 7, which take precedence over the license granted in this paragraph, or additional terms (“Additional Terms”), which apply to certain third-party Features and may be different from those set forth in this Agreement. Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online. Additional Terms may be modified effective upon West giving Subscriber notice (in writing or online) of the modification. By using Features governed by Additional Terms, Subscriber agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement. Subscriber may, on an occasional basis and via Westlaw functionality, direct West to transmit individual documents in electronic format to internal user(s) or transmit West-proprietary documents (i.e. documents not licensed by West from third-parties) to internal user(s) or to a third party who is an individual if such third party agrees not to further disseminate such documents. Subscriber acknowledges its responsibility in assuring compliance with the foregoing by any third party to whom Subscriber transmits documents pursuant to the preceding sentence. Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms of paragraph 3 herein.

(d) **CD-ROM Libraries.** Each Library is licensed for use at a single Subscriber office location (“Site”). In addition, Subscriber’s personnel who work at or are assigned to a licensed Site may access the Libraries by remote dial-in access to the Site or off-Site on stand-alone PCs. Each Library is licensed for use on stand-alone PCs or on a single local area network (“LAN”) installed at a licensed Site that is electronically linked and capable of sharing the use of one or more CD-ROMs. The Order Form will indicate the number of concurrent users authorized to access each Library licensed for use on a LAN. Each such Library will be licensed with a proprietary control file, which Subscriber may install only on the single LAN. Subscriber may transfer the CD-ROM Data contained in the Library to a single storage drive under Subscriber’s exclusive control and to maintain such CD-ROM Data as a searchable CD-ROM Software (as defined herein) compatible database subject to the terms and conditions of this Agreement. Subscriber may also use, only at the Site, West-proprietary Data available as part of a Library as set forth in paragraph 3. Access to Data through wide area networks, multiple LANs, multiple sites or similar arrangements is strictly prohibited.

(e) **Rights in Data.** Except for the license granted in this Agreement, all right, title and interest in the Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors (“Contributors”). The CD-ROM Data architecture, including the format, layout and data structures, are proprietary. Subscriber may not reverse engineer or otherwise attempt to discern such proprietary architecture. The CD-ROMs and West Software, as defined herein, are and will remain the exclusive property of West, its affiliates and software owners.

3. **West Proprietary Data.** West grants a non-exclusive, non-transferable, limited license to individual users within Subscriber entities to store and use West-proprietary Downloaded Westlaw Data and CD-ROM Data (i.e., documents not licensed by West from third parties) in a searchable database maintained in connection with an ongoing project of the user (“Project Database”). Such database must consist preponderantly of users’ work product with access limited to those internal users actively working on the project. The West-proprietary Downloaded Data may be maintained in the Project Database so long as the project remains active or until any termination of this Agreement, whichever occurs first. Retention of Downloaded Data in a Project Database after the project ends, in an archival database as used as a research tool or in a database accessible to external users is prohibited. West further grants to Subscriber a limited, non-exclusive, non-transferable license to include West-proprietary Downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such West-proprietary Downloaded Data in connection with or as part of a brief is limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. Any further distribution is prohibited without written permission of West. West-proprietary Downloaded Data included in such briefs must retain West copyright notices and indicate that use of, distribution and dissemination to the permitted parties is with the permission of West.

4. West Software and westlaw.com™.

(a) **West Software.** West may make available to Subscriber, on a subscription basis, software for use in connection with Westlaw (“Westlaw Software”) or to access third party gateway services and certain Westlaw Features not available when accessing Westlaw with CD-ROM software (“CD-ROM Software” including, but not limited to PREMISE®, LawDesk and Folio® used to access the Libraries). Subscriber hereby subscribes to Westlaw Software and CD-ROM Software (collectively “West Software”) and updates and accompanying documentation as indicated on the Order Form. West Software will be licensed under a license agreement, which will accompany the West Software. By using the West Software (including each update) and taking such other action as may be referenced in the license agreement as constituting acceptance, Subscriber agrees to be bound by the terms and conditions of the accompanying license agreement. If Subscriber does not so agree, Subscriber must return any tangible copies of the West Software in its possession or control.

(b) **westlaw.com.** westlaw.com is an Internet-based service that provides access to Westlaw. West grants Subscriber a non-exclusive, non-transferable, limited license to use westlaw.com (including all versions and updates). Subscriber may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of westlaw.com, nor may Subscriber reproduce all or any portion of the components of westlaw.com. Subscriber may use Westlaw Data cached in Subscriber’s local disk drive solely in support of its use of westlaw.com. Certain software used by Subscriber may not be capable of supporting westlaw.com. The performance of westlaw.com varies with the manufacturers’ equipment with which it is used.

5. **Charges and Modification of Charges.** Charges payable for access to Westlaw (“Westlaw Charges”) will be as stated on the Order Form and the applicable Schedule A or as otherwise agreed upon in writing by the parties. Westlaw Charges shall commence on the date Subscriber first accesses Westlaw or any Feature or as otherwise stated on the Schedule A or Order Form. Westlaw Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online or pursuant to the terms stated on the Order Form (for the Monthly WestlawPRO Charges associated with the WestlawPRO products elected by Subscriber on the Order Form). The charges currently payable by Subscriber for each Library are as set forth on the Order Form (“CD-ROM Charges”). CD-ROM Charges also include, without limitation, charges for Library additions and Features introduced after the effective date of this Agreement. CD-ROM Charges will be determined by West and may be modified at any time without notice. Modification of any charges shall not be considered as an amendment to this Agreement that permits termination of this Agreement pursuant to paragraph 11 herein. All charges are exclusive of sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days from date of invoice or as required by the State of California Prompt Payment Act.

6. **Usage Restrictions.** Subscriber shall not use any Data and shall not 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. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data 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 or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. § 1681b). Subscriber acknowledges that access to certain Data available on Westlaw, including but not limited to credit header Data, motor vehicle Data, driver license Data, and voter registration Data is regulated by state or federal laws, such as the Gramm Leach Bliley Act (“GLBA”), the Driver’s Privacy Protection Act (“DPPA”), or other state or federal laws and regulations, or is subject to Contributor restrictions. Subscriber agrees not to access such Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or



regulations, or that is contrary to Contributor restrictions. West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, believes that the Data may be used for an improper purpose or otherwise in violation of the terms of this Agreement, or that the terms of West's Contributor agreements requires West to block such access. By accessing Data, Subscriber acknowledges that from time to time, West and its Contributors and/or various government entities may require Subscriber to identify a permissible use and may inquire as to Subscriber's compliance with applicable laws or this Agreement. Subscriber agrees to cooperate with any inquiry, subject to any attorney-client confidentiality. Subscriber shall report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.

7. West Legal Directory™. Subscriber may use Westlaw Data and CD-ROM Data contained in West Legal Directory ("WLD") internally in the regular course of Subscriber's business. Subscriber may also create printouts of insubstantial portions of Data consisting of individual WLD listings or selected names and addresses for its own use. Use of WLD to create mailing or marketing lists for commercial purposes or for distribution to third parties is prohibited.

8. Responsibility for Certain Matters. Subscriber may access Westlaw from additional Subscriber locations upon prior notice of such location. Subscriber is responsible for notifying West in writing of persons to whom Westlaw passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of Westlaw passwords. Subscriber is also responsible for all access to and use of Libraries, CD-ROM Data, CD-ROM Software, Westlaw, Westlaw Data, West Software and westlaw.com (collectively the "Deliverables") by Subscriber's personnel or Westlaw passwords, whether or not Subscriber has knowledge of or authorizes such access and use.

9. Disclaimer of Warranties and Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE DELIVERABLES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO THE DELIVERABLES WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF CHARGES PAID BY SUBSCRIBER RELATIVE TO THE LIBRARY, WESTLAW FEATURE OR THE WEST SOFTWARE, AS APPLICABLE, WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, OR ITS CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON WESTLAW DATA AND CD-ROM DATA; (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS HEREUNDER OR USE OF, OR INABILITY TO USE, THE DELIVERABLES, EVEN IF WEST OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (iii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING OR DELIVERING WESTLAW DATA AND CD-ROM DATA. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. NEITHER WEST NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO WESTLAW WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF WESTLAW.COM ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF WESTLAW DATA OR DAMAGE TO MEDIA.

10. Limitation of Claims. Except for claims relating to Westlaw Charges or CD-ROM Charges, or improper use of the Deliverables, no claim, regardless of form, which in any way arises out of this Agreement may be made, nor action based upon such claim brought under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

11. Effect of Agreement. This Agreement (which includes all applicable Order Forms, any Existing Westlaw Agreement, current and future Schedules and Additional Terms, license agreements and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and except as otherwise provided herein supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written or online notice. Any other amendment must be in writing and signed by both parties.

12. Term and Termination. This Agreement and each Order Form may not be terminated prior to a Minimum Term of one year after the date West processes this Agreement and that Order Form. In the event Subscriber requests a Minimum Term in excess of one year as set forth in the Order Form, this Agreement may not be terminated prior to the expiration of such Minimum Term. Upon expiration of the Minimum Term or any Renewal Term set forth in the Order Form, either party may terminate this Agreement by providing the other party 30 days prior written notice of such termination. Notwithstanding the foregoing, (i) West may terminate a Library subscription upon 30 days prior written notice if such Library is no longer commercially available; (ii) Subscriber may terminate this Agreement immediately by giving written notice of termination after receiving notice of any amendment (as permitted under paragraphs 2(c) and 11), which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber; (iii) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties; (iv) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if West reasonably believes that Subscriber's use of Data violates any applicable law or regulation, this Agreement or may result in a risk to public safety, including but not limited to the safety of private individuals; and (v) either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement. Upon termination of any Library subscription by either party, Subscriber shall immediately destroy the terminated Library(ies) and destroy all CD-ROM Data maintained on a permanent storage drive. Upon any termination of this Agreement, the West Software licenses shall also terminate.

13. Force Majeure. West's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

14. Notices. Except as otherwise provided in this Agreement, all notices must be given in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-0833, Attention: Customer Service, and to Subscriber at the address on the Order Form.

15. General Provisions. This Agreement will be governed by and construed under the law of the state of California, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in California will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion hereof may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected. Failure of either party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part hereof. West, as used herein, applies to West Publishing Corporation, Thomson Legal & Regulatory Applications Inc., West Services, Inc. and their affiliates.

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

Amendment No. 1 to the Electronic Legal research Subscription Services
Contract #5-08-99-03

Attachment #9: West California Correctional DVD

California agencies may be eligible for a volume discount off the retail rate for the purchase of West's California Correctional DVD. Savings vary upon the volume of the purchase. Price increases for these DVDs are at then current West rates and are not controlled by the Price Escalation clause under Attachment 4 Electronic Library Services Special Provisions of the MSA. The West Order Form for Law Enforcement Agencies and Correctional Facilities needs to be initialed, signed and returned to West. Please see your local West government representative for more information.

Pricing: Current Retail Rates (includes quarterly updates for a one year subscription)

In a networked environment, the current retail rates are as follows:

Base Rate for 1st license = \$5,000/year
Base Rate for 1st user = \$5,000/year
Each Additional users \$5,000 per user/year

Example:

Total Price for 1 user = \$10,000/year
Total Price for 2 networked users = \$15,000/year
Total price for 3 networked users = \$20,000/year

For stand-alone terminals (non-networked environment), the current retail rates are as follows:

Base Rate for 1st license = \$5,000/year
Base Rate for 1st user = \$5,000/year

Example:

Total Price for 1 terminal = \$10,000/year
Total Price for 2 terminals = \$20,000/year
Total Price for 3 terminals = \$30,000/year

West will offer the following discount scheme for non-networked stand-alone **units in one agency or one location:**

For 5 -9 terminals, 8% discount.
For 10-14 terminals, 10% discount.
For 15-30 terminals, 15% discount.
For 31-50 terminals, 20% discount.
For 50-100 terminals, 25% discount.
For 101-200 terminals, 30% discount.
For 201-300 terminals, 35% discount.
For 301-400 terminals, 40% up to a 50 % discount.*
For 401-500 terminals, 50% up to a 60% discount.*
For 500 or more terminals, 60% up to a 75% discount.*
Terminal counts may not be aggregated across agencies.

*Final discount percentage will be determined once configuration and content is defined.

In a networked environment, West will offer the following discount scheme for licenses in one agency or location:

For more than 500 licenses, the discount for user licenses will be from 40 % up to 50%.*