

**EXHIBIT 1 – LIVENOTE U.S. ENTERPRISE SOFTWARE AND SOFTWARE SUBSCRIPTION CHARGES FOR _____ (“SUBSCRIBER”)
FEDLINK CONTRACT NO. LC09D7012**

1. LiveNote Software to be provided is as follows:

- **West Case Notebook Version 1.x**
- **West Case Notebook Version 1.x + Realtime**
- **West Case Notebook Terminal Service**
- **West LiveNote Version 1.x**
- **West LiveNote Version 1.x + Realtime**
- **West LiveNote Exhibits**
- **LiveNote Terminal Services**

2. Software Subscription Charges. The Software Subscription Charges are due and payable as follows:

(a) From the Effective Date (_____1, 200x) and continuing for the next twelve (12) months (“Minimum Term”), West shall bill and Subscriber shall pay monthly Software Subscription Charges (“Monthly Software Subscription Charges”) as set forth below. Notwithstanding the foregoing, Subscriber may, at its option and upon 60 days prior written notice to West, extend the Term of this Exhibit for four (4) additional one-year “Optional Periods”, as defined herein:

- From _____ 1, 200x through _____, 200x (“Period 1”), the Period 1 Monthly Software Subscription Charges shall be \$;
- From _____ 1, 200x through _____, 200x (“Optional Period 2”), the Optional Period 2 Monthly Software Subscription Charges shall be \$;
- From _____ 1, 2010 through _____, 200x (“Optional Period 3”), the Optional Period 3 Monthly Software Subscription Charges shall be \$;
- From _____ 1, 200x through _____, 200x (“Optional Period 4”), the Optional Period 4 Monthly Software Subscription Charges shall be \$;
- From _____ 1, 200x through _____, 200x (“Optional Period 5”), the Optional Period 5 Monthly Software Subscription Charges shall be \$.

(b) During the Minimum Term and any Optional Period(s), Subscriber may install Software and be issued passwords for its Attorneys (as defined below), and for its non-attorney employees, e.g., paralegals, litigation support personnel, legal assistants, legal secretaries, information technology personnel, (collectively, “Users” or “Seats”) at no additional charge. LiveNote access for Subscriber’s clients, experts, and/or co-counsel outside of Subscriber’s organization is limited only to remote, view-only access during live depositions within the LiveNote Realtime feature (“Stream in a Browser”). Notwithstanding the foregoing, the parties agree to enter into good faith negotiations regarding the terms and conditions of this Agreement, if either party deems there is a material change in Subscriber’s organizational structure (currently up to [] attorneys who are partners, shareholders or members of or who are otherwise employed by Subscriber (“Attorneys”), including, but not limited to merger, acquisitions, significant increase in the number of Attorneys, divestitures or downsizing.

(c) Payment of Software Subscription Charges shall be in accordance with paragraph 6 (Charges and Modification of Charges) in this Agreement.

3. Updates and Versions. West shall provide periodic point releases (e.g., minor enhancements and/or improvements, patches, fixes, or the like to the Software) (“Updates”), if any, to Subscriber as part of the West Software Subscription Charges. During the Minimum Term, new Versions of the Software (e.g., major enhancements and/or improvements to the Software) will be included in West Software Subscription Charges. However, West will provide technical support for only the most current Version and the immediately preceding Version of the Software; however, not to precede Version 10.0.

4. Other Restrictions. Outside the United States and Canada, West LiveNote and West Case Notebook software products may not be used for the purpose of providing court reporting and associated training services or similar transcription services, except as expressly authorized by West.

5. Perpetual License. Notwithstanding anything contained in the West Software Subscriber Agreement or this Exhibit, West grants Subscriber a non-exclusive, non-transferable, perpetual license to use the most current Version licensed by Subscriber of West LiveNote desktop software, West LiveNote Case Notebook desktop software, or LiveNote SR software for purposes of archival evidence management only to provide access to Subscriber’s historical evidence (transcripts, exhibits, documents, pleadings, research, and/or video) and work product for the number of Attorneys and at the licensed site(s) set forth herein pursuant to the terms and conditions of paragraph 1 of the West Software Subscriber Agreement. Such archival evidence management shall not include any customer support, import of new evidence, update of historical evidence, access to real-time transcripts, software updates, training, other maintenance, and the like.

6. Subscriber Locations. This Agreement and this Exhibit 1 shall be effective for the Subscriber locations set forth herein.

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

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

SUBSCRIBER

Signature _____

Name (please print) _____

Title _____

Date _____

Firm Name _____

Address _____

Contact _____

Telephone _____

E-mail Address _____

Sales Representative _____

WEST, A THOMSON REUTERS BUSINESS

Signature _____

Name (please print) _____

Title _____

Date _____

This offer expires

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Bill To Information:

Does Subscriber require a separate invoice for LiveNote Subscription Charges: Yes _____ No _____

If yes, please complete section below:

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

As of the Effective Date of this Agreement, Subscriber will be billed and shall pay the Software Subscription Charges set forth in this Exhibit, regardless of the number of individuals accessing LiveNote as of the Effective Date.

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

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

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

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

LiveNote Exhibit Users (complete only if subscribing to LiveNote Exhibits):

Last Name	First Name	E-Mail Address	Office Location

Please check if LiveNote Exhibit 1 Addendum attached For additional attorneys _____

Those listed above will have a LiveNote Exhibit account set up. In the event that additional individuals need LiveNote Exhibit access, Subscriber shall provide West with the above information in order to enable West to permit such LiveNote Exhibit access.