

**EXHIBIT 1 – WEST KM® SOFTWARE AND SOFTWARE SUBSCRIPTION CHARGES FOR \_\_\_\_\_ (“SUBSCRIBER”)  
FEDLINK CONTRACT NO. LC09D7012**

**1. Software to be provided hereunder is West km Software (“Software”).**

- **West km for Litigation Software – Deployed**
- **West km for Litigation Software – ASP**

**2. West Software Subscription Charges (up to \_\_\_\_\_ Attorneys).**

(a) West Software Subscription Charges set forth in this Exhibit 1 were based upon the number of attorneys (“Attorneys”) who are partners, shareholders or members of or who are otherwise employed by Subscriber as of the Effective Date, as reported by Subscriber and set forth herein. In the event Subscriber’s total number of Attorneys increases above the limit set forth herein, Subscriber shall be required to pay an additional charge to use the Software.

(b) The Software Subscription Charges are due and payable as follows:

- From the Effective Date (\_\_\_\_\_ 1, 200x) of this Agreement and continuing for ninety (90) days thereafter (“Installation Period 1”), the Software shall be installed. In the event installation is complete prior to the end of such ninety (90) days, Subscriber shall receive access to the Software at no charge for the remainder of Installation Period 1. In the event installation is not complete prior to the end of such ninety (90) days, no charges shall be due until installation is complete, and the annual Periods described in the subsequent paragraphs shall be adjusted by letter of understanding signed by the parties to commence on the first day of the month following the date installation is completed.

From the end of Installation Period 1 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 2”), the Period 2 Monthly Software Subscription Charges shall be \$;
- From \_\_\_\_\_ 1, 200x 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 \$;
- From \_\_\_\_\_ 1, 200x through \_\_\_\_\_, 200x (“Optional Period 6”), the Optional Period 6 Monthly Software Subscription Charges shall be \$.

(c) During the Minimum Term and any Optional Period(s), Subscriber must promptly notify West of any changes in the number of Attorneys. In the event West learns that the number of Attorneys exceeds the number stated by Subscriber herein, West reserves the right to enter into good faith negotiations with Subscriber regarding the terms and conditions of this Agreement.

(d) Payment of Software Subscription Charges shall be in accordance with paragraph 5 (Charges and Modification of Charges) in this Agreement. Additional services or training in addition to those already purchased may be purchased under a separate Additional Services Agreement.

**3. Strategic Planning Meeting.** West and Subscriber shall schedule a Strategic Planning Meeting at a time to be mutually agreed for purposes of developing an implementation plan that lists the responsibilities of West and Subscriber for implementation of the Software, including the Software installation and training (the “Project Plan”). West shall present a draft implementation plan for Subscriber’s review and comment within five (5) days after the Strategic Planning Meeting and the parties shall work to finalize and sign the Project Plan within the following five (5) days. The Project Plan may thereafter only be modified by a Change Order (defined below) or other written agreement signed by both parties.

**4. Project Managers.** At or before the Strategic Planning Meeting, each party shall inform the other of the individual appointed to serve as its project manager (“Project Manager”). The Project Managers shall serve as the primary contact in regard to coordinating and supervising the installation of the Software. Each party shall be responsible for ensuring that its Project Manager dedicates sufficient time to fulfill that party’s respective obligations hereunder. Subscriber acknowledges that a change of Project Managers by Subscriber may result in delays in the implementation and necessitate an amendment to the Project Plan.

**5. Implementation and Consulting.** The following Implementation and Consulting Services are included in Subscriber’s Software Subscription Charges: (Insert relevant table from FEDLINK Contract)

Additional Implementation and Consulting Services and/or Training may be recommended in addition to that which is included in the Software Subscription Charges and may be purchased at an additional charge.

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

- **(Server Location)**
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**7. Installation.** West and Subscriber shall work together to install the Software in accordance with the Project Plan.

**8. Change Orders.** Following execution of the Project Plan, Subscriber may submit requested changes to the implementation plan in writing to West. West shall respond to Subscriber’s change request within fourteen (14) days of receipt. West’s response (the “Change Order”) shall identify any changes to the Service Fees or expenses and any changes to the Implementation Plan (including any resulting delay charges) that would result from implementing the change. Subscriber may, in its discretion, accept the Change Order by signing the Change Order and returning it to West. Upon execution by Subscriber, the Change Order will amend the Project Plan. If Subscriber rejects the Change Order, the Project Plan will remain unaltered.

**9. Functionality Test.** Following completion of the configuration of the Software, West and Subscriber shall perform the Functionality Test located at one of the following sites, to determine whether the Software functions substantially in accordance with the Project Plan: 1) help.westkm.com/tests/KMLitTest.doc (West km Functionality Test for Litigation products); 2) help.westkm.com/tests/KMTransTest.doc ( West km Functionality Test for Transaction products); or 3) help.westkm.com/tests/KMAspLitTest.doc (West km ASP Functionality Certification for Litigation products).

**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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