

**SPECIAL OFFER AMENDMENT  
TO WESTLAW® SUBSCRIBER AGREEMENT**

Special Offer Amendment to Westlaw Subscriber Agreement between ("Subscriber") and **West, a Thomson Reuters business** ("West") as follows:

1. **Effect of Amendment.** The underlying Westlaw Subscriber Agreement, of even date herewith including all schedules thereto ("Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Amendment. As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Amendment shall have the meanings attributed to them in the Subscriber Agreement. This Amendment embodies the entire understanding between the parties with respect to the subject matter of this Amendment and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.

2. **Term and Termination.** The Subscriber Agreement and this Amendment, which are subject to approval and acceptance by West in St. Paul, Minnesota, shall become effective on October 1, 2008. This Amendment shall continue in effect through September 30, 2011 (the "Term"). Notwithstanding the foregoing, this Amendment shall terminate simultaneously with termination of the Subscriber Agreement. During the Term, Subscriber agrees not to exercise its right to terminate the Subscriber Agreement for any reason other than a material breach by West. The parties agree to enter into good faith negotiations, regarding the terms and conditions of this Amendment, if either party deems there is a material change in Subscriber's organizational structure, including, but not limited to a significant increase in the number of attorneys (excluding any merger with or acquisition of a Westlaw subscriber), divestitures or downsizing. In the event Subscriber does not execute a superseding amendment at least 15 days prior to the end of the Term, West shall bill Subscriber for its Westlaw usage, at then-current Schedule A Plan 2 Government Service rates effective on the first day following the end of the Term, continuing thereafter until a superseding Amendment is executed by the parties.

3. **Special Offer.**

3.1 From October 1, 2008 through September 30, 2009 ("Period 1"), Subscriber shall guarantee monthly fixed Westlaw Charges of \$ ("Monthly Guarantee"), for all Westlaw databases, Features and services set forth in paragraph 3.4 herein, regardless of Subscriber's actual usage.

3.2 From October 1, 2009 through September 30, 2010 ("Period 2"), the Period 2 Monthly Guarantee shall be \$.

3.3 From October 1, 2010 through September 30, 2011 ("Period 3"), the Period 3 Monthly Guarantee shall be \$.

3.4 Except as provided in paragraph 3.5 herein, all charges associated with the use of the following databases, Features and services shall be included in the Monthly Guarantee:

- Federal Case Law & Judicial Materials, Statutes & Legislative Materials, Administrative Law & Regulations
- State Case Law & Judicial Materials, Statutes & Legislative Materials, Administrative Law & Regulations
- Selected Practice-Area Materials
- Legal Texts, Periodicals and Miscellaneous Materials
- Law Reviews & Journals
- NewsRoom Library Databases
- Online Citation Checking (including KeyCite)
- Offline Transmission
- Alert Services (WestClip and KeyCite Alert)
- Offline Automated Citation Checking (via WESTCheck and including QuoteRight)

3.5 All charges associated with the use of the following databases, Features and services (as part of all database classifications) shall NOT be included in the Monthly Guarantee and shall be billed in addition to the Monthly Guarantee at then-current Schedule A Plan 2 rates ("Excluded Charges"):

- Alert Services (WestClip and KeyCite Alert continuous frequency)
- BNA Databases
- Company Profiles Database
- Dockets
- Dossier Databases
- Enflex Databases
- GSI on Westlaw Library Databases
- LRP Secondary Databases (non-JV)
- PDF Charges (including, but not limited to Attorney Medical Advantage, Briefs, Dockets,

Experian Smart Business Reports, Investext and Patent Image)

- *Profiler* Databases
- Premier Databases
- Public Records Databases and Services (including EDGAR, Disclosure Company Index, Criminal Records Databases/ARREST-ALL, Westlaw Public Records Databases and Services, Real Property Reports, People Finder, PeopleFinder Reports and WATCHLIST)
- Specialty Databases
- TP-ALL Library Databases
- West Reporter Images
- Westlaw CourtExpress Document Research & Retrieval
- Westlaw Case Calendaring
- Westlaw CiteAdvisor
- Westlaw Ancillary Only Library Databases
- Westlaw Legal Calendaring
- Westlaw Tax
- Charges for any third party Westlaw Feature(s) released during the Term

3.6 West may, at its option, make certain databases, Features and services Excluded Charges if West is contractually bound or otherwise required to do so by a Contributor of Data or if the databases, Features or services are enhanced or released after the effective date of this Amendment.

4. **Print Products.** During the Term of this Amendment, Subscriber shall receive a \_\_\_% discount from the ongoing subscription update charges for Subscriber's West print product subscriptions set forth on Exhibit 1 hereto; provided, that Subscriber maintains the Westlaw pricing under the terms set forth in paragraph 3 herein. During the Term Subscriber agrees not to terminate its subscriptions to the West print products set forth on Exhibit 1. At the end of the Term, Subscriber shall be billed at then-current rates for all of its West print product subscriptions.

5. **Support and Training.** Subscriber hereby commits to actively pursue a policy of effective use of Westlaw. To this end, Subscriber (with the support of West) will work toward establishing programs relating to effective use of Westlaw, including:

- (a) training in the use of Westlaw, at no charge, by West for all new attorneys, librarians, paralegals and other appropriate personnel;
- (b) additional ongoing programs presented by West and supported by Subscriber to update and train its personnel to enhance their understanding and use of Westlaw; and
- (c) the distribution of a memo or other communication by Subscriber to all personnel encouraging effective use of

Westlaw.

6. **Confidentiality.** During the Term and thereafter, except as specifically provided herein and/or to the extent reasonably necessary to perform its obligations or exercise its rights hereunder, neither party shall provide nor disclose to any third party, unless properly directed or ordered to do so by public authority or otherwise required to do so by law, any information or matter that (i) constitutes or concerns the terms and conditions of this Amendment, or (ii) regards any dealings or negotiations between the parties relating to this Amendment. If either party is directed or ordered to provide or disclose any information or matter by public authority or otherwise required to do so by law, such party shall promptly notify the party whose information is being provided or disclosed.

**West, a Thomson Reuters business**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Subscriber**

By (signature) \_\_\_\_\_

Name (please print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Firm Name \_\_\_\_\_

Subscriber's Address \_\_\_\_\_

Contact Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Westlaw Password Contact Name: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

This offer expires

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**EXHIBIT 1**

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## Special Offer Billing Options

**Only applicable to Subscribers with multiple locations and must be completed and returned with the Special Offer Amendment**

\_\_\_\_\_ **Default**

**UNLESS OTHERWISE SPECIFIED, THE SUBSCRIBER FIRM/ORGANIZATION WILL RECEIVE ONE COMBINED MONTHLY INVOICE AND A COPY OF EACH PARTICIPATING ACCOUNT'S LOCATION USAGE REPORTS - ALL MAILED TO THE PAYER ACCOUNT OFFICE.**

\_\_\_\_\_ **As Is**

Subscriber's current billing arrangement should remain unchanged.

\_\_\_\_\_ **Alternative #1**

Firm/Organization will receive one combined monthly invoice and a copy of each participating account's location usage reports mailed to the Payer account office. In addition, each participating account will receive a copy of its own location usage reports.

\_\_\_\_\_ **Alternative #2**

Each account will be billed separately, each receiving an invoice and a location usage report. Special offer adjustments will be allocated to the individual accounts based on their actual usage charges.

\_\_\_\_\_ **Alternative #3**

An invoice and location usage report will be created for each office, allocating special offer adjustments to individual accounts based on their actual usage charges, however each account invoice and associated location usage reports will be independently mailed to the account noted below rather than to the invoiced account location.

Mail to Account: \_\_\_\_\_

\_\_\_\_\_ **Fixed Rate Allocation Billing**

Each account will be billed separately, each receiving an invoice and a location usage report. Special offer adjustment will be allocated to the individual accounts as follows.

\_\_\_\_\_ All offices to receive their own invoice.

\_\_\_\_\_ All invoices to be sent to main account.

Account Number: \_\_\_\_\_

**PLEASE NOTE: THESE BILLING ARRANGEMENTS DO NOT AFFECT QUICKVIEW+.**