

**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

**WEST®**

A Thomson Reuters business

<b><u>Check West account status below as applicable:</u></b>		Rep Name & Number _____		<b>*** R E Q U I R E D ***</b>
New _____ (NACI Form attached)	<b>Existing with Increase Credit Limit</b> _____ (NACI Form attached)			
<b>Existing with no changes</b> _____	<b>Existing with changes</b> _____ (Permanent name change must attach a Customer Name Change Form)			
Acct # _____	PO # _____	Date _____		<b>I F N E E D E D</b>
Name/Subscriber _____		Bill To Acct # _____		
Order Confirmation Contact Name _____				
E-Mail _____				
Westlaw Password Contact Name (for password delivery) _____				
E-Mail _____				
<b>Permanent Address Change</b> _____	<b>One-Time Ship To</b> _____	<b>Additional Ship To</b> _____	<b>Additional Bill To</b> _____	
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 (including access 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).
  - \_\_\_\_\_ Internal access and/or inmate-requested research with access for employees only, for administrative or internal use as well as for research on behalf of or at the request of inmates, for example:
    - Employee conducts Westlaw research online and provides printed Westlaw documents to inmates.
    - Employee conducts Westlaw research online and posts printed Westlaw documents in the prison.
    - Employee conducts Westlaw research online and makes printed Westlaw documents available for check-out from the inmate library.
- All such access use will fully comply with the following restrictions:
- In no event shall inmates be provided direct access to or control of the terminal.
  - Westlaw terminals will be located in a secured location that does not provide inmate access.
  - Access shall only be given to Subscriber employees.
  - No access shall be outsourced or otherwise provided to third parties.
  - Subscriber shall be solely responsible for ensuring that no sensitive information is provided to inmates.
- Direct access by inmates (including access for pro se legal representation), by third parties on behalf of inmates with results (print or electronic) delivered/provided to inmates, or by employees in circumstances where an inmate may have access to or control of the terminal.

**Subscribers that provide direct 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 #: \_\_\_\_\_

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

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/DVD 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. During the Renewal Term and thereafter, all access to and use of Westlaw shall be governed by the Subscriber Agreement. 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.

	<b>Westlaw Passwords and QuickView+</b>	
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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. # \_\_\_\_\_

	<b>Print Products/Other Products</b>	
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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.

	<b>West's DVD Viewer and West's Reporter DVDs - Archival</b>	
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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 Licensee 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. Subscribers licensing only LiveNote/Case Notebook Software will not be issued Westlaw passwords. 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, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unmatured installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. 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/CD-ROM Products to be Lapsed	
Full Svc #	Online/CD-ROM 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 \_\_\_\_\_