Contract #84-2014



THOMSON REUTERS

Order Notification

Contact your representative bruce.montgomery@thomsonreuters.com with any questions. Thank you.

Order ID: 610256

Subscriber Information

Account Address:

Account #: 1000642626 **LEXINGTON FAYETTE URBAN** COUNTY **GOVT LAW DEPT** 200 E MAIN ST 11TH FL

LEXINGTON, KY 40507 US

859-258-3500

Shipping Address:

Account #: 1000642626 LEXINGTON FAYETTE URBAN COUNTY **GOVT LAW DEPT** 200 E MAIN ST 11TH FL

LEXINGTON, KY 40507 US

859-258-3500

Billing Address:

Account #: 1000642626 LEXINGTON FAYETTE URBAN

COUNTY **GOVT LAW DEPT**

200 E MAIN ST 11TH FL **LEXINGTON, KY 40507**

US

859-258-3500

Payment and Shipping Information

Payment Method:

Payment Method: WestAccount Account Number: 1000642626

Shipping Information:

Shipping Method: FREE Ground Shipping - U.S. Only

Additional Information

Created By: 0012820 Order Source: 27 Revenue Channel: 01

Order Date: 10/24/2014 12:22:32 PM

P.O. Number: Additional Data B: 15

Order Contact Information							
First Name	Last Name	Email Address	Phone	Contact Description	Contact Number		
Sandra	Burke	sburke@lexingtonky.		Order Confirmation Contact	28		
Sandra	Burkë	aburke@lexingtonky	gov	Primary Password Contact	24		
Sandra	Burke	sburke@lexingtonky.	gov	Quickview Contact	Quickview		

Internal Comments

- # Exception Approval Code:E159245
- Exception Approval Code:E161271
- Worksheet Custom Pro: https://ordermation.west.thomson.com/esigs/of.aspx? pordergroupid=217715a6e50848a2b1adef374e6f3a7a&pfv=true
- 羅 OF Ver:https://ordermation.west.thomson.com/esigs/ofversion.aspx? pfv=true&ordergroupid=fbb5be4145b04fca911dfb0530430fc2&isofview=yes

New Products - V	WestlawPRO/CD/	WLEC/Other	
Qty Produc			 Material ID
			

Government Select Level 2 States (WestlawNext™;) (Banded)

40988758

Modules to include in Custom PRO:

Material ID	Description	
40982489	Primary Law with KeyCite®: All — Kentucky (WestlawNext™;)	
40982967	Corpus Juris Secundum® (WestlawNext™;)	
40980419	All Analytical Library (WestlawNext™;)	
40981241	All News (WestlawNext™:)	
40981520	All Primary Law (WestlawNext™;)	
40982934	Jury Verdicts Combined (WestlawNext™;)	
40982216	Kentucky Practice Series (WestlawNext™;)	
40980864	Legislative History — Kentucky (WestlawNext™;)	
40981676	Municipal Law Practitioner Core — Kentucky (WestlawNext™;)	
41630364	Practical Law (WestlawNext™; PRO)	
41024657	Related Documents (WestlawNext™;)	

Existing Secondary Print Product Subscription(s) to include in WestPack:

Qty	Product	Material ID
1	BANKRUPTCY CODE RULES AND FORMS PAM SUB	21035157
1	CIVIL RIGHTS AND CIVIL LIBERTIES LITIGATION: LAW OF SECTION 1983 SUB	15274868
6	KY COURT RULES STATE AND FEDERAL PAMPHLETS VOLUMES I-II SUB	17532589
2	KY REVISED STAT ANNO SUB	21112917
1	TRIAL HANDBOOK FOR KY LAWYERS SUB	14657508

Subscriber maintains existing subscription(s) to this WestPack title - do not ship

Monthly charges (Monthly Charges) for the WestPack Principal Product are billed on the date West processes Subscribers order and continue for the minimum term of complete calendar months elected by Subscriber with his/her initials below (Minimum Term). Subscriber also requests to enter and/or maintain all subscriptions to the WestPack Secondary Products (new and/or existing as set forth above) during the Minimum Term and the charges for Subscribers WestPack Secondary Products (both initial charges and subscription charges) shall be billed separately at then current rates with the discount as set forth below. Any additional users added to any existing Per User CD-ROM product licensed by Subscriber from West shall be tied to the Minimum Term of the underlying Order Form for such product(s)

Subscriber's Initials for 36 month Minimum Term for the Principal and the Secondary Products. Subscriber agrees to commit to a 36 pronth Minimum Term for the Principal and Secondary Products. The Monthly Charges for Principal Product the first 12 months shall be as set forth herein and the Monthly Charges for the second 12 months shall be 1% more than the Monthly Charges for initial 12 months and Monthly Charges for third 12 months shall be 1% more than Monthly Charges for second 12 months. WestPack Secondary Product discount of 50% shall apply to both new and existing Secondary Product(a) throughout the Minimum Term.

Subscriber's Initials for Subscription Term after the Minimum Term for WeetPack Principal Products. Upon conclusion of the Minimum Term, Subscriber's Monthly Charges shall be billed at up to then-current rates. Excluded Charges (as defined in Schedule A) may modified as set forth in the respective Subscriber Agreement (as defined herein). Monthly Charges may be modified upon 30 days written notice to Subscriber. Either party may provide the other party with 30 days prior written notice of cancellation to the Principal Product above. In such event, all discounts associated with WestPack Secondary Products shall also terminate and the terms set forth below for WestPack Secondary Products shall apply. Subscriber's notice of cancellation should be sent to the attention of Customer Service at the address set forth herein.

Subscriber's Initials for WestPack Secondary Products after the Minimum Term. Upon conclusion of the Minimum Term Subscriber hereby requests that West continue to provide subscription services for the Secondary WestPack Product(s) associated with the WestPack agreement. Subscription services consist of automatic shipments: a) for print products: updates and/or supplements to the service, including but not limited to, pocket parts, pamphlets, replacement volumes or loose-leaf pages; b) for CD-ROM products: updates and/or supplements to the service, including but not limited to, updated, replacement or supplemental CD-ROMs and online updates; and c) for eBook products that are updated: updates to the most current version of each edition of the eBooks set forth on this Order Form which are available during Subscriber's subscription term (with browser-based online access to the most current version of the eBook), all of which will be billed separately at then-current rates with the discounts as set forth above unless Subscriber's subscription to the Principal WestPack Product is terminated in which case the discounts shall terminate. West's sales representatives will provide additional information regarding frequency and updates upon request; Subscription services for WestPack Products will continue until cancelled and may be cancelled at any time by West or cancelled upon written request by Subscriber to the attention of Customer Service at the address set forth herein.

15 attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), seats (if applicable), corporate users, students and Personnel if ordering Paralegal Plans or terminals (used for Patron Access and Correctional Facility Products) at the location identified above (for WestlawPRO, CD-ROM case law orders and/or West LegalEdcenter Charges). If West learns that the actual number exceeds this number, West reserves the right to increase Subscriber Monthly Charges as applicable.

New	Products - Print				·			
Qty	Product	Material ID	Program Details	Program Codes	List Price	Other	Net Price	Subscription Type
4 [//4	Kentucky Rules of Court - State, 2014 ed. (Vol. I, Kentucky Court Rules)	15343984	545208- WestPack New Prnt Disc	545208	\$0.00	<u> </u>	\$0.00	Subscription Only

Subscriber's Initials for Subscription Service Subscriber hereby requests that West provide subscription services for the above besignated products. Subscription services consists of automatic shipments: a) for print products: updates and/or supplements to the service, including but not limited to, pocket parts, pamphlets, replacement volumes, or loose-leaf pages; b) for CD-ROM products: updates and/or supplements to the service, including but not limited to, updated, replacement or supplemental CD-ROMs and online updates; all of which will be billed separately at then-current rates. West's sales representatives will provide additional information regarding frequency and updates upon request. Products billed annually are billed in advance at then-current rates. Subscription services will continue until cancelled and may be cancelled at any time by West or cancelled upon written request by Subscriber to the attention of Customer Service at the address set forth herein. For Transportation Charges and Returns and Refunds see "Additional Terms" herein

Order Subtotal: N/A

*Shipping: FREE
* Estimated Tax: TBD
Order Total: \$0.00

Products Under 36 month contract term: \$2,048.00

** Billed Monthly Total: \$2,048.00

^{*} Sales tax for your order will reflect applicable state and local taxes and will be finalized upon shipment. In accordance with applicable laws, tax will be applied to products and shipping. Actual tax may vary slightly from that shown above.

^{*}Free shipping is not applicable to print orders that will be shipped from affiliates of Thomson Reuters that are located outside of the United States, its territories and possessions. For such products, transportation and handling charges (FOB origin) will be added.

^{**} First full month billing will be invoiced at the monthly billed detail set forth above. Pricing is subject to the price increase pursuant to the terms and conditions set forth in agreement.

Contract Number	Materiai ID
0118407967	40470694
0118407936	40988667
0118407954	40976393
0118407951	40973997
0118407963	40974420
0118407966	41024656
0118407945	40973477
0118407969	40975218
0118407942	40974243
0118407957	40973671
0118407937	40973836
0118407948	40975204
0118407960	40974778
	0118407967 0118407936 0118407954 0118407951 0118407963 0118407966 0118407945 0118407969 0118407942 0118407957 0118407937

Additional Terms.

Credit Card Transactions Only. Subscription charges for this order will be billed to Subscriber's West account unless automatic credit card or electronic funds transfers have been separately authorized by Subscriber.

Subscriber Auto Charge Credit Card / Electronic Funds Transfer Election Payment Terms. Subscriber may separately authorize West to automatically charge a credit card (Auto Charge) or electronic fund transfer (EFT), to pay charges for charges due on Subscriber's account. If Subscriber currently subscribes to Auto Charge or EFT, subscription charges incurred from this order will be Auto Charged or debited through EFT (as elected) in accordance with existing terms and conditions.

Returns and Refunds. If Subscriber is not completely satisfied with any print product received from West as part of a subscription or as a one-time purchase, and not as part of a multi-year contract or a CD-ROM/DVD product received after the Minimum Term, the product may be returned within 45 days of the original shipment date for a full refund or credit, in accordance with West's then-current returns policies. Different rules (http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf) apply for print products received as part of multi-year contracts such as, but not limited to, Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements and ePack and to WestPack contracts as well. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are non-refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact West Customer Service at 1-800-328-4880 for additional details regarding West's current policies on returns and refunds.

Notices. Except as otherwise provided in the applicable Subscriber Agreement, all notices must be in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: Customer Service, and to Subscriber at the address set forth in the Order Form/Order Notification.

Transportation Charges. Print and CD-ROM/DVD products are shipped FOB origin. Transportation charges will only be added to expedited shipments at Subscriber's request and for international products or shipments at then-current carrier rates.

Other Terms and Conditions. Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all of Subscriber's authorized users. Subscriber's Westlaw Doc and Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc and Form Builder subscription, West will provide Subscriber with access to and the ability to export related Westlaw Doc and Form Builder Data for 180 days at no charge. Thereafter, West will delete such Westlaw Doc Form Builder Data. West may share Subscriber information and Subscriber Content with its business partners as may be necessary to provide Time and Billing Services to Subscriber and Subscriber must remove all Time and Billing content prior to termination of this Order Form and Subscriber Agreement.

General Provisions for Non-Government Subscribers Only. This Order Form is subject to approval by West, a Thomson Reuters business (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. All payments are due 30 days from date of invoice. 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 charges. If any charges remain unpaid 30 days after becoming due, 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 may not be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. 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.

General Provisions for Government Subscribers Only. This Order Form is subject to approval by West, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form may not be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent.

Additional Contract Information

NON-AVAILABLITY OF FUNDS FOR WestlawPRO GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).

If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates)

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 610256

The following, individually or jointly, as applicable ("Subscriber Agreement and Schedule A") is/are hereby incorporated by reference and made part of this Order Form:

- Research Subscriber Agreement (located at http://legalsolutions.com/research-subscriber-agreement)
- Applicable Schedule A (located at http://legalsolutions.com/schedule-a-westlaw)

and the following if applicable when ordering Hosted Practice Solutions

- Hosted Practice Solutions Subscriber Agreement (located at http://legalsolutions.com/hosted-practice-solutions-subscriber-agreement)
- Applicable Schedule A (located at http://legalsolutions.com/schedule-a-concourse-firm-central-caselogistix))

In the event there is a conflict between the terms and conditions of the Subscriber Agreement and Schedule A and the terms and conditions of this Order Notification, the terms and conditions of this Order Notification shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement, and Schedule A and this Order.

Signature of Anthonized Representative for order

TIM GRAY

Printed Name

Date

MAYOR

Title

1 | 25 | 14

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WestlawPRO - Deal Builder - Government Select - WestlawNext - Modules Addendum

GC EMPLOY MENT & HR (WESTERN WE'RT)

Customer Account Address:
Account #: 1000642626
LEXINGTON FAYETTE URBAN COUNTY
GOVT LAW DEPT
200 E MAIN ST 11TH FL
LEXINGTON
KY
40507
US
859-258-3500

Core Product: Primary Law with KeyCite®: All — Kentucky (WestlawNext™)

Modules Selected

Corpus Juris Secundum® (WestlawNext™;)
All Analytical Library (WestlawNext™;)
All News (WestlawNext™;)
All Primary Law (WestlawNext™;)
Jury Verdicts Combined (WestlawNext™;)
Kentucky Practice Series (WestlawNext™;)
Legislative History — Kentucky (WestlawNext™;)
Municipal Law Practitioner Core — Kentucky (WestlawNext™;)
Practical Law (WestlawNext™;)
Related Documents (WestlawNext™;)

Subscriber's Initials for Modules elected by Subscriber:

Printed: 10/24/2014 12:19 PM

WEST ORDER FORM - CLEAR® SERVICES 610 Opperman Drive, P.O. Box 64833

St. Paul, MN 55164-1803 Tel: 651/687-8000



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Acct # 100	0794376	Quote #		PO#	Da	te 10/201	4	6
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	_		Subscriber's Location			Other	Charges	
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	Term") unless either party gives wri y Renewal Term, Subscriber's acces					Term, including the
er party upon 30 days	s Only. Upon conclusion of the Mir written notice to the other party.	nimum Term, Subscriber	s access to CLEAR	R Batch shall continue at up	to then current	rates until termina
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rices on its own beha	e Subscriber Agreement. Subscriber If and on behalf of any government	is responsible for all Exc	luded Charges as in	nourred. In the event Subs	criber is a corpor	ation accessing C
entialed separately to	reach use case. CLEAR Batch Wir	ndow requests must be si	ubmitted at least fiv	ve (5) business days prior	to the end of a b	or each use case a pilling month in o
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Subscriber's Infully comply wi	itials. CLEAR will be accessed by Subscriber employees only for administrative or internal business purposes. In the following restrictions:	All such access use will
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•	Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide to do access shall be outsourced or otherwise provided to third parties. Subscriber shall be solely responsible for ensuring that no sensitive information is made available beyond its star.	
	IP Address Section	27 N. 100 V.
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all CLEAR orders: • IP Add	esses or IP Ranges belonging to your organization and meeting the following requirements <u>mu</u> resses assigned to jurisdictions outside the United States or West approved U.S. Territories are resses will not be accepted from the following ranges which are reserved by the Internet Assign	e prohibited.

Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0 - 127.255.255.255, 172.16.0.0 -172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255. All IP addresses must be IPv4 addresses. Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber Subscriber's Internet Service Provider Name SAME AS PREVIOUS Provide IP Address(es) or IP Address Range(s) below Additional page(s) may be attached if needed Beginning IP Address 0 Ending IP Address Beginning IP Address **Ending IP Address** 75 CLEAR Subscribers may receive roaming access to CLEAR by default. Roaming access permits users outside Subscriber's designated IP Address/Range. West may, at its option, block roaming access. Subscriber initials if Subscriber requests that roaming access be blocked. If you do not know your company's external IP address(s), try the following: 1. Contact your network administration, firewall or security team Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.) Go to the following URL in your browser: http://tools/whois.net/yourip/ or http://www.whatismy.jp.com to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address) Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues) SAME Name (please print) APPLICABLE Telephone E-Mail

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12 months shall be	nore than the current Monthly Guarantee in effect at the end of the current Minimum Term and/or current Renew	al Terms.
70 HOTELS 311611 DC70 HOTE	s for 24 Month Renewal Term** Subscriber agrees to commit to an additional 24 months. The Monthly Guara te than the Monthly Guarantee in effect at the end of the current Minimum Term and/or current Renewal Terms a shall be% more than the Monthly Guarantee for the first additional 12 months.	intee for the first additional 12 and the Monthly Guarantee for
the second additional 12 months	s for 36 Month Renewal Term** Subscriber agrees to commit to an additional 36 months. The Monthly Guarae than the Monthly Guarantee in effect at the end of the current Minimum Term and/or current Renewal Terms at shall be% more than the Monthly Guarantee for the first additional 12 months. The Monthly Guarantee than the Monthly Guarantee for the second additional 12 months.	nd the Monthly Commerce Com
** Effective at the end of the Mir	nimum Term or current Renewal Term.	
party at least 30 days in advance days in advance of any Renewal' Subscriber does not wish to rene	Oaly. Upon conclusion of the Renewal Term designated above, the Subscriber Agreement and this Order Form of the Monthly Guarantee for the Renewal Term(s) will remain unchanged unless either party gives written notice of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Sub Term of an increase in the Monthly Guarantee after which Subscriber shall have 30 days to provide West with whew. The Monthly Window shall remain unchanged during the Renewal Term(s). Excluded Charges may be ed herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term. Subseted by the Subscriber Agreement.	ce of cancellation to the other scriber with notice at least 60 mitten notice of cancellation if
Guarantee. The Monthly William	v. Upon conclusion of the Renewal Term, the Monthly Charges will be billed thereafter at up to then-current with shall remain unchanged. Excluded Charges and Monthly Guarantee (after the Renewal Term) may be modified Subscriber is responsible for all Excluded Charges as incurred. After the Renewal Term, Subscriber's access to ber Agreement.	l ac cat footh in the Cubecaibee
Passwords. Any passwords issue	ed herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTL	Y PROHIBITED.
other elective upon verification exclusive jurisdiction over any cle other taxes are payable by Subscr or would become due and payable interest charged may be adjusted limited to attorneys fees, are pay determine creditvorthiness. We undersigned's consumer credit in was requested, West will provide General Provisions for Governs state. The courts sitting in Subs Government subscriber, this Ord equivalent, ad valorem and other to Usage Cap for Fixed Rate Onl	·	tting in Minnesota will have or equivalent, ad valorem and ming due, all amounts that are e at the sole option of West. lection fees, including but not the undersigned individual to dit as an individual or if the quires whether a credit report oplied the report. Ed by the laws of Subscriber's Subscriber is a U.S. Federal y, value added tax (VAT) or
	CLEAR Products to be Lapsed	
Full Svc #	CLEAR Products	
41010940	CLEAR Investigator-5 users	
between the terms and condition of this Order Form shall control	GRAY Many	e event there is a conflict