

WEST ORDER FORM FOR WESTPACK PRODUCTS

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

WEST®

A Thomson Reuters business

<i>Check West account status below as applicable:</i>		Rep Name & Number <u>Kerry boudreaux 0010741</u>		*** R E Q U I R E D ***
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)			
Existing with no changes <input checked="" type="checkbox"/>	Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)			
Acct # <u>1000642626</u>	PO # _____	Date <u>11/8/12</u>		
Name/Subscriber <u>Lexington Fayette county government</u>		Bill To Acct # _____		
Order Confirmation Contact Name <u>Sandra Burke</u>				
E-Mail <u>Sandra Burke [sburke@lexingtonky.gov]</u>				
Westlaw Password Contact Name (for password delivery) <u>same</u>				
E-Mail <u>same</u>				
Permanent Address Change <input type="checkbox"/> One-Time Ship To <input type="checkbox"/> Additional Ship To <input type="checkbox"/> Additional Bill To <input type="checkbox"/> Name _____ Attn: _____ Address _____ Suite/Floor _____ City _____ State _____ County _____ Zip _____				
WestPack WestlawPRO Products				

WestPack Promotion Code: WPK3

Full Svc #	WestlawPRO Products	# of Passwords/ FTEs/Students/ Terminals/ Conc. Patron/CD Users	Monthly Banded/ Base Rate	Per User Rate	Other	Total Monthly WestlawPRO Charges
40988757	Westlawnext govt select 25 pts					
Notes:						

Total Monthly Charges \$ 1953.60

WestPack Print and CD-ROM Products

-Quantity of WestPack Titles-

Full Svc #	WestPack Print and CD-ROM Products	New *	Existing **	List/CD-ROM Charges	Other	Total List/CD- ROM Charges
14657508	bankruptcy code rules forms		XX			
15274868	Civil rights and liberties litigation		XX			
14657508	Trial handbook for Ky. lawyers		XX			
17532589	Ky. ct rules		XX			
21112917	KRS		XX			

† Total Charges _____

† Total Charges includes charges from attached page 2, if applicable.

* This is a new title for Subscriber or Subscriber maintains an existing subscription to this WestPack title and desires additional copy(ies) – ship and enter subscription(s) for the requested title.

** Subscriber maintains existing subscription(s) to this WestPack title – do not ship.

Monthly WestlawPRO Charges and CD-ROM Charges are billed on the date West processes Subscriber's order and continue for the minimum term of complete calendar months elected by Subscriber with his/her initials below ("Minimum Term"). Subscriber also agrees to maintain all subscriptions to the WestPack print products (new and/or existing as set forth above) during the Minimum Term and the charges for Subscriber's WestPack print products (both initial print charges ("Initial WestPack Charges") and print and CD-ROM subscription services charges including CD-ROM Charges ("WestPack Subscription Charges")) shall be billed as set forth herein. Upon conclusion of the Minimum Term, CD-ROM Charges and WestPack Subscription Charges are billed thereafter at up to then-current rates. Any additional users added to any existing Per User WestlawPRO and/or 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 12, 24 or 36 Month Minimum Term

_____ 12 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products – 20% WestPack Print and CD-ROM Product discount (new and existing)

_____ 24 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products – 30% WestPack Print and CD-ROM Product discount (new and existing) –

Monthly WestlawPRO Charges for second 12 months not to increase by more than _____% over Monthly WestlawPRO Charges for initial 12 months.

36 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products – 50% WestPack Print and CD-ROM Product discount (new and existing) –

Monthly WestlawPRO Charges for second 12 months not to increase by more than 2 _____% over Monthly WestlawPRO Charges for initial 12 months and Monthly WestlawPRO Charges for third 12 months not to increase by more than 2 _____% over Monthly WestlawPRO Charges for second 12 months.

Non-Government Subscribers Only: Upon conclusion of the WestlawPRO Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly WestlawPRO Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly WestlawPRO Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

Government Subscribers Only: 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. After the Minimum Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

Subscriber's Initials. Subscriber has 11 attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users or students and Personnel (if ordering a Paralegal Plan) for the location identified above or FTE's (if ordering Campus Research) for WestlawPRO, CD-ROM case law and/or West LegalEdcenter orders. If West learns that the actual number exceeds the number certified above, West reserves the right to increase Subscriber's charges as applicable.

Internal Corporate Use Only		BND
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Technical Contacts for Westlaw Patron Access and Campus Research and Thomson Innovation Administrator

Technical Contact Name (please print): _____

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Patron Access: IP Address: _____

One IP Address per terminal. Additional pages may be attached if needed.

Campus Research: IP Address Range _____

* Orders submitted without IP Address information may delay set up and access

_____ Subscriber Initials _____ Terminals will be used for Patron Access (not required for Campus Research).

_____ Subscriber Initials _____ Concurrent users will be used for Patron Access (not required for Campus Research).

In the event Subscriber desires to increase the number of publicly accessible terminals or concurrent users, Subscriber must contact West. If West learns that Subscriber has increased the number of publicly accessible terminals, West reserves the right to increase Subscriber's charges as applicable.

For Internal Office Use Only

OF INSTRUCTIONS: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

Thomson Innovation Administrator Name (please print): _____

E-Mail Address: _____

WestlawPRO Renewals	
*Current Monthly WestlawPRO Charges is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term.	

Sub Mat#	WestlawPRO Products	Current Monthly WestlawPRO Charges*

Notes:

_____**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 Monthly WestlawPRO Charges in effect at the end of the current Minimum Term and/or current Renewal Term.

_____**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 Monthly WestlawPRO Charges in effect at the end of the current Minimum Term and/or current Renewal Term 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 Monthly WestlawPRO Charges in effect at the end of the current Minimum Term and/or current Renewal Term 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 or current Renewal Term.

Non-Government Subscribers Only: Upon conclusion of the Renewal Term designated above, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods, and the Monthly WestlawPRO Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly WestlawPRO Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

Government Subscribers Only: Upon conclusion of the Renewal Term designated above, Monthly WestlawPRO Charges are billed thereafter at then current rates. 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. During the Renewal Term and thereafter, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

Westlaw Passwords and QuickView+						
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Last Name	First Name, M.I.	Atty	Lib	Para	Other	Product(s)
use existing passwords						

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 the accuracy of charges or other information on QuickView+.

Authorized Westlaw Password Holder for Westlaw QuickView+

Last Name _____ First Name _____ E-mail _____

Additional Non-WestPack WestlawPRO, CD-ROM and West LegalEdcenter Products						
Full Svc #	Non-WestPack WestlawPRO/ CD-ROM/WLEC Products	# of Pwds Conc. CD Users	Mo. Banded/ Base Rate	Per User/Conc. User Rate	Other	Total Monthly WestlawPRO/CD/WLEC Charges
Notes:						

Total Monthly Charges \$ _____

Monthly WestlawPRO Charges, CD-ROM Charges and West LegalEdcenter Charges, are billed on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar 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 and/or West LegalEdcenter Charges will be billed as set forth herein. Any additional users added to any existing Per User WestlawPRO and/or 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 24 Month WestlawPRO and/or West LegalEdcenter Minimum Term Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than _____% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months.

Subscriber's Initials for 36 Month WestlawPRO and/or West LegalEdcenter Minimum Term Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than _____% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the third 12 months not to increase by more than _____% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months.

Non-Government Subscribers Only: Upon conclusion of the WestlawPRO Minimum Term, including West LegalEdcenter product(s) that are part of a WestlawPRO Select, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly WestlawPRO Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly WestlawPRO Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement. Upon conclusion of the West LegalEdcenter Minimum Term, as applicable solely to West LegalEdcenter product(s) that are not part of a WestlawPRO Select, West LegalEdcenter Charges are billed thereafter at up to then-current rates.

Government Subscribers Only: Upon conclusion of the WestlawPRO and/or West LegalEdcenter Minimum Term, Monthly WestlawPRO Charges and/or West LegalEdcenter 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. After the Minimum Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

Subscriber's Initials Subscriber has _____ attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users or students and Personnel (if ordering a Paralegal Plan) for the location identified above or FTE's (if ordering Campus Research) for WestlawPRO, CD-ROM case law and/or West LegalEdcenter orders. If West learns that the actual number exceeds the number certified above, West reserves the right to increase Subscriber's charges as applicable.

_____ CD-ROM/DVD and/or West LegalEdcenter annual billing (please check if requested)

West LegalEdcenter Online Features and Services:

_____ Subscriber's Initials - Subscriber acknowledges that each user will receive an initial e-mail communication from West LegalEdcenter which includes important information about using the service (including username and password), as well as ongoing communication regarding new online programs available in their practice area(s) and special announcements. Subscriber's users may opt out after the initial e-mail communication.

Programs excluded from the Online CLE Pass shall be billed at then-current rates via credit card billing.

Additional Non-WestPack Print Products					
Full Svc #	Non-WestPack Print Products	Quantity	List Charges	Other	Charges
Notes:					

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.

Subscription Service, Passwords and West km. Subscription service 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 after the Minimum Term for WestPack print or CD-ROM products. Any passwords issued herein 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/Timeline/Publisher Software will not be issued Westlaw passwords. 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 Subscriber's authorized users. Subscriber's Westlaw Doc & Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc & Form Builder subscription, related Westlaw Doc & Form Builder Data of Subscriber that is stored on West servers will be destroyed within 180 days of such termination.

General Provisions. 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. 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 unmatrued 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 charges 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 (FOB origin) charges 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 non-WestPack print or non-WestPack CD-ROM 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 and West LegalEdcenter Charges are not refundable.

Online/CD-ROM Products to be Lapsed		
Full Svc #	Online/CD-ROM Products	# of Passwords
	Cancel existing Westlaw plan	

The Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan, (for WestlawPRO products and/or CD-ROM Libraries products), and/or the West LegalEdcenter Subscriber Agreement (for West LegalEdcenter products) and/or the Thomson Innovation Schedule and Third Party Terms Schedule (for Thomson Innovation) 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 _____

Westlaw Government Select Modules Addendum
PROGRAM ID : CPRO

Date 5/8/12

Account Name Lexington Fayette county urban govt

Account Number 1000642626

Subscriber's Initials for Modules elected by Subscriber *ky*

Please enter the state designation for each applicable Core and State-Specific module specified

Core(s)

Westlaw Select State Core: ky

Regulatory Core
 Federal Primary Core

State Specific Modules

- ___ Administrative
- ___ Appellate Court Briefs
- ___ Business Law
- ___ Civil Pleadings, Motions & Memoranda
- ___ Construction Law
- ___ Criminal Secondary
- ___ Employment Law
- ___ Environmental Law
- ___ Estate Planning
- ___ Family Law
- ___ Federal Materials
- ky Legislative History
- ky Municipal Law
- ___ Municipal Law Counselor
- ___ Real Property

National and Topical Modules

- 50 State Statutes Survey
- Advanced Employment Practice
- Advanced Managing Outside Counsel
- All Analytical
- All Briefs
- All Federal Cases
- All News
- All Primary Law
- All State Cases

National and Topical Modules (Continued)

- All State Primary Law
- American Jurisprudence (AMJUR)
- American Jurisprudence Legal Forms
- American Law Reports (ALR)
- Bill & Regulatory Tracking
- Case Evaluator
- Corporate Forms
- Corpus Juris Secundum (CJS)
- Criminal and Arrest Records
- Employment Coordinator
- Federal Primary Law
- Forms Library (formerly All Forms)
- Graphical Statutes
- Law Reviews and Journals
- Legislative History-Federal & All State
- National Criminal Secondary
- National Public Records
- Norton Bankruptcy Law
- PastStat Locator
- People Map Comprehensive
- Real Property
- Real Property Construction
- RegulationsPlus
- US News
- jury verdicts combined
- Ky. practice series
- _____
- employment & HR module
- Related documents
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Government Accounts Only**Addendum to West Order Form for WestlawPRO Orders****Subscriber:** _____**Account #:** _____**Date of Order Form:** _____

1. **Effect of Addendum.** The underlying Subscriber Agreement for Westlaw and CD-ROM Libraries, West Order Form and Schedule A Plan 2 WestlawPRO (collectively the "Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Subscriber Agreement. This Addendum 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 Addendum, the terms and conditions of this Addendum shall control.

2. **Modification of Order Form-Non Availability of Funds.** 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. 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 legal 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).

West, a Thomson Reuters business**Subscriber**

Signed: _____

Accepted by: _____

Name (please print): _____

Title: _____

Title: _____

Date: _____

Date: _____