

**WEST ORDER FORM - PROFLEX™ WestPack for WestlawPRO and Software**  
 Subscribers  
 610 Opperman Drive, P.O. Box 64833  
 St. Paul, MN 55164-1803  
 Tel: 651/687-8000



<u>Check West account status below as applicable:</u>		Rep Name & Number <b>Mike Berntsen 0094857</b>	
New <input type="checkbox"/> (NACI Form attached)	Existing with <b>Increase Credit Limit</b> <input type="checkbox"/> (NACI Form attached)		*** R E Q U I R E D ***
Existing with no changes <input type="checkbox"/>	Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)		
Acct # <b>1000508821</b>	Quote # _____	PO # _____	Date <b>12-21-2014</b>
Name/Subscriber <b>Winnebago County Law Library</b>		Bill To Acct # _____	
Order Confirmation Contact Name <b>Tom Jakeway</b>			
E-Mail <b>TJakeway@WinCOL.us</b>			
Password Contact Name (for password delivery) <b>SAME</b>		E-Mail <b>SAME</b>	
Time and Billing Contact Name <b>SAME</b>		E-Mail <b>SAME</b>	
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 Promotion Code: **WPK3** **PROFLEX WestPack Principal Products**

Full Svc #	PROFLEX WestlawPRO and Software Products	Quantity *	Monthly Banded Rate	Other	Total Monthly Charges
<b>40757482</b>	<b>PROFLEX</b>	<b>100 attorneys/Judges</b>			<b>\$7,848.80</b>

Notes: *Please implement Ancillary blocks on Account!*

Total Monthly Charges \$ **7,848.80**

\* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Conc. Patron Users.

Monthly charges ("Monthly Charges") for the WestPack Principal Product 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"). Charges set forth in this Order Form for subscribers under a Special Offer Amendment to Subscriber Agreement (as defined herein), will be billed on the first day of the month following the date West processes Subscriber's order. Subscriber also requests to enter and/or maintain all subscriptions to the WestPack Secondary Products (new and/or existing included on Attachment (500.dot) and incorporated herein by reference) during the Minimum Term and the charges for Subscriber's WestPack Secondary Products (both initial charges and subscription charges) shall be billed separately at their 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). If Subscriber elects to terminate any of its PROFLEX Products and locations, the Total Monthly Charges will not be adjusted.

**Subscriber's Initials for 12, 24 or 36 Month Minimum Term**

\_\_\_\_ Subscriber's Initials for 12 Month Minimum Term for PROFLEX WestPack Products - Subscriber agrees to commit to a 12 month Minimum Term for the Principal Product and Secondary Products. The Monthly Charges for the Principal Product during the Minimum Term shall be as set forth herein. A WestPack Secondary Product discount of 20% shall apply to both new and existing Secondary Product(s) during the Minimum Term.

\_\_\_\_ Subscriber's Initials for 24 Month Minimum Term for PROFLEX WestPack Products - Subscriber agrees to commit to a 24 month Minimum Term for the Principal Product and Secondary Products. The Monthly Charges for the Principal Product for the first 12 months shall be as set forth herein. Monthly Charges for the second 12 months shall be \_\_\_\_% more than the Monthly Charges for the first 12 months. A WestPack Secondary Product discount of 30% shall apply to both new and existing Secondary Product(s) during the Minimum Term.

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



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Subscriber's Initials for Subscription Term after the Minimum Term for PROFLEX WestPack Principal Product. 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 be modified as set forth in the respective Subscriber Agreement (as defined herein). Monthly Charges may be modified upon 30 days notice to Subscriber. Either party may provide the other party with 30 days prior written notice of cancellation to the PROFLEX WestPack Principal Product above. In such event, all discounts associated with PROFLEX WestPack Secondary Products shall also terminate and the terms set forth below for PROFLEX 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 PROFLEX 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 PROFLEX WestPack Secondary Products 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 PROFLEX WestPack Principal 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 PROFLEX WestPack Secondary 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.

Subscriber's Initials for Banded Products. Subscriber has 100 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 (and applicable location(s) on the PROFLEX Addendum) for Westlaw PRO, and/or 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.

The PROFLEX Addendum includes a list of Subscriber's PROFLEX Principal Products, billing allocation method and applicable locations elected by Subscriber. The attachments (PI500.dot / PF743.dot) include additional data including but not limited to a list of Subscriber personnel to whom passwords are to be issued and WestPack Secondary Products.

Internal Corporate Use Only BND

**LegalEdcenter Online Features and Services:**

Subscriber's Initials - Subscriber acknowledges that each user will receive an initial e-mail communication from 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.

**Technical Contacts for Westlaw Patron Access and Thomson Innovation Administrator**

Technical Contact Name (please print): N/A  
 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.  
 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/Emil to WTC/Bk Ancil/A term = 5 atty = 1 pw/Tech cont = 59

Thomson Innovation Administrator Name (please print): \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

PROFLEX Products to be Lapsed		
Sub Mail #	Product(s) Description	Account #/Location
	ENTIRE CURRENT PROFLEX	Convert pswrds to new agreement

**Additional Terms**

**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/state/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 ScienceGest charges are non-refundable. Please see <http://static.legalsolutions.thomsonreuters.com/state/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.

**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 & Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc & Form Builder subscription, West will provide Subscriber with access to and the ability to export related Westlaw Doc & 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 & 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.

The Research Subscriber Agreement (located at <http://legalsolutions.com/research-subscriber-agreement>, the applicable Schedule A (located at <http://legalsolutions.com/schedule-a-westlaw>), and/or the LegalEdcenter Subscriber Agreement (located at <http://static.legalsolutions.thomsonreuters.com/state/agreement/legalcenter-subscriber-agreement.pdf>) (for LegalEdcenter products), and/or the Hosted Practice Solutions Subscriber Agreement (located at <http://legalsolutions.com/hosted-practice-solutions-subscriber-agreement>) and the applicable Schedule A (located at <http://legalsolutions.com/schedule-a-concourse-firm-central-legalistix>) individually or jointly, as applicable, ("Subscriber Agreement and Schedule A") 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 Schedule A and the terms and conditions of this Order Form and PROFLEX Addendum, the terms and conditions of this Order Form and PROFLEX Addendum 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 Form.

**AUTHORIZED REPRESENTATIVE FOR ORDER FORM AND PROFLEX ADDENDUM**

Printed Name THOMAS R. JAKELWAY  
Title TRIAL COURT ADMINISTRATOR  
Date 1/29/2015  
Signature X

For Credit Card Transactions only: Visa \_\_\_\_\_ Master Card \_\_\_\_\_ Am Ex \_\_\_\_\_  
Card # \_\_\_\_\_ Explr. Date \_\_\_\_\_ Total Amt. to Charge for this Order \_\_\_\_\_  
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.

Internal Use Only: Internal Use: chk out cl ind