



## Research Subscriber Agreement

RESEARCH SUBSCRIBER AGREEMENT ("Subscriber Agreement") entered into between "Subscriber" and WEST PUBLISHING CORPORATION, a Thomson Reuters business ("West") regarding certain West research services, as follows:

**1. License Grant.** West grants Subscriber a non-exclusive, non-transferable, worldwide, limited license to access and use, in accordance with the provisions expressly set forth herein, the Data (as defined below), features, services, remotely-accessed gateways, and other components of the products named and described in the Agreement (as defined below) (collectively, the "Product") which may change from time to time. Access to certain Data may be restricted.

**a. Usage.** Subject to the restrictions set forth in paragraph 2 (License Restrictions) below, Subscriber may use the Product(s), including Data (as defined below) in the regular course of Subscriber's business, legal, and other research and related work subject to the limitations contained herein. "Data" means all information and representations of information, including, but not limited to, graphical representations, and other content made available to Subscriber through the Product. Subscriber may: (i) display Data internally; (ii) quote and excerpt from Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs, reports, and similar work product created by Subscriber in the regular course of Subscriber's research and work; and (iii) to the extent not expressly prohibited by the terms of the Agreement, use Data as permitted under the fair use provision of the Copyright Act (17 U.S.C.A. § 107).

**b. Storage.** Subscriber may store, on a matter-by-matter basis, insubstantial portions of Data in Subscriber's database, maintained in connection with an active matter being handled by Subscriber in its regular course of business ("Project Database"). Such database must consist preponderantly of Subscriber's work product, with access to Data limited to internal users who have a need to know such information. Subscriber may maintain Data in the Project Database until the file or case becomes inactive or until any termination of the Agreement, whichever occurs first. Subscriber may also store insubstantial portions of Data in accordance with Subscriber's records retention policies, provided that such policies are in keeping with prevailing industry standards. For purposes of the Agreement, the term "insubstantial portions" means amounts of Data that (a) have no independent value other than as part of Subscriber's work product; and (b) could not be used in any way in whole or in part as a substitute for any service or product provided by West, any affiliate of West, or any third-party that licenses, contributes, or otherwise provides Data, features, or other materials to West for inclusion in the Product ("Contributor").

**c. Print Outs.** Provided that all printouts and other reproductions of Data retain, unaltered, all proprietary notices appearing on such reproductions, Subscriber may print, or otherwise reproduce, in hard copy form, insubstantial portions of Data in Subscriber's regular course of business and share such printouts: (i) with Subscriber's clients in relation to specific, ascertainable matters; and/or (ii) as required or reasonably necessary, to regulatory agencies, court officials, or parties to legal actions in which Subscriber is directly involved.

**d. Electronic Distribution.** Subscriber may, on an occasional basis and via Product functionality, direct West to transmit individual documents in electronic format to individual internal user(s), and to individual third parties in connection with actual, ascertainable matters being handled by

Subscriber. Subscriber may also include downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such downloaded Data in connection with, or as part of a brief must be limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. All other direct transmission of electronic copies by Subscriber is prohibited.

### 2. License Restrictions.

**a. Usage Restrictions.** Subscriber may not copy, download, scrape, store, publish, post, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell, or otherwise use the Data, or any portion of the Data, in any form or by any means except as expressly permitted by paragraph 1 (License Grant) above, or as otherwise expressly permitted in writing by West. Subscriber shall not reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code of the Products, their components, or any avenue by which Products are accessed.

**b. Compliance with Applicable Law.** 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.

**c. Copyright Notices.** Subscriber shall not remove or alter any copyright notices from any saved, downloaded, or otherwise reproduced Data. Subscriber shall indicate that use of, distribution, and dissemination of Data is with the permission of West.

**3. Regulated Data.** Certain Data available through the Products is subject to heightened regulatory scrutiny under state and federal law ("Regulated Data").

#### a. Regulated Data Restrictions

- i. Subscriber acknowledges that West provides Regulated Data to support Subscriber's own processes and decisions, and Subscriber should not deny any service or access based solely on Regulated Data provided through the Product or results provided by West. Subscriber is responsible for any denial of services or access and Subscriber will not deny such services or access without first conducting its own appropriate internal review in conjunction with its decision-making process.
- ii. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes, or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. § 1681b).
- iii. Subscriber acknowledges that access to Regulated Data, available through the Product, including but not limited to credit header Data, motor vehicle Data, driver license Data, and voter registration Data is regulated by state or federal

laws, such as the Gramm Leach Bliley Act ("GLBA"), the Driver's Privacy Protection Act ("DPPA"), or other state or federal laws and regulations, or is subject to Contributor restrictions.

- iv. If Subscriber is permitted to purchase motor vehicle records ("MVR Data") from West, without in any way limiting Subscriber's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:
  - Subscriber shall not use any MVR Data provided by West, or portions of information contained therein, to create or update a file to the end that Subscriber develops its own source of driving history information.
  - As requested by West, Subscriber shall complete any state forms that West is legally or contractually obligated to obtain from Subscriber before serving Subscriber with state MVR Data.
- v. Subscriber agrees not to access Regulated Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to any Additional Terms, as defined in paragraph 5 (Additional Terms) below.
- vi. Subscriber represents and warrants that it is the end user of Regulated Data and shall limit use and dissemination of Regulated Data solely to the permissible uses stated by Subscriber in the application and online (Subscriber's "Permissible Use"). Subscriber agrees to keep confidential and shall not disclose any Regulated Data except to Subscriber employees in the United States of America whose duties reasonably require access to such Regulated Data to carry out Subscriber's Permissible Use.

**b. Regulated Data Usage Compliance.** West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, reasonably believes that the Data may be or has been used for an improper purpose or otherwise in violation of the terms of the Agreement, or as otherwise required by a Contributor. By accessing Data, Subscriber acknowledges that from time to time, West and its Contributors and/or various government entities will require Subscriber to identify a permissible use (if applicable) and may inquire as to Subscriber's compliance with applicable laws or the Agreement. Subscriber agrees to reasonably cooperate with any inquiry, subject to any attorney-client confidentiality. Subscriber shall immediately report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.

**c. Regulated Data Subscriber Credentials.** West's provision of access to Regulated Data is contingent on West's verification of Subscriber's credentials in accordance with West's internal credentialing procedures. Subscriber shall notify West immediately of any changes to the information on Subscriber's application for Services and, if at any time Subscriber no longer meets such credentialing requirements, West may terminate Subscriber's access to Regulated Data.

**d. Regulated Data Indemnification.** Except as otherwise prohibited by law and without waiving any defenses to which it may be entitled, Subscriber hereby agrees to protect, indemnify, defend, and hold harmless West and all its Contributors from and against any and all costs, claims, demands, damages, losses, and liabilities (including actual attorneys' fees) arising from or in any way related to (i) the misuse of Regulated Data by Subscriber (or any other party receiving such Regulated Data from or through Subscriber); and (ii) Subscriber's breach of any representation or warranty relating to its use of or purpose in using Regulated Data.

**4. Rights in Data.** Except for the license granted in this Subscriber Agreement, all rights, title, and interest in the Product, including Data, in all languages, formats, and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and its Contributors.

**5. Additional Terms.** As applicable, certain Data and features are governed by terms and conditions which are supplemental to and may be different from those set forth in this Subscriber Agreement ("Additional Terms"). Additional Terms are available for review at the following locations: <http://legalsolutions.com/westlaw-additional-terms> and <http://legalsolutions.com/clear-additional-terms>. In the event of a conflict between any Additional Terms and terms set forth in the Agreement, the Additional Terms will control.

**6. Protection of Personal Information.** West and Subscriber acknowledge that both parties may be required to comply with various privacy and security requirements, including but not limited to those set forth in paragraph 3.a. (Regulated Data Restrictions) above, the European Union Directive on Data Protection (95/46), and all other applicable legal directives and applicable industry standards (collectively "Privacy Laws") pursuant to which each party wishes to obtain certain undertakings from the other with regard to the use and protection of the Personal Information of either party. For purposes of this Subscriber Agreement, "Personal Information" shall refer to, without limitation, the following types of information: name, address, e-mail address, age, date of birth, telephone number, fax, social security number or equivalent or similar government identification numbers, credit/debit card information, bank account information, logins, passwords, or medical or health records of an identifiable human being. Each party shall be responsible for any collection, access, use, and disclosure of Personal Information subject to this Subscriber Agreement. Without limiting the foregoing, each party shall employ appropriate administrative, physical, and technical safeguards in order to sufficiently protect the Personal Information and any information assets and resources in question. Each party shall promptly notify the other of any event that may result in the unauthorized collection, access, use, or disclosure of Personal Information subject to this Subscriber Agreement ("Information Protection Incident"). The parties shall make reasonable efforts to assist one another in relation to the investigation and remedy of any such Information Protection Incident claim, allegation, action, suit, proceeding, or litigation with respect to the unauthorized access, use, or disclosure of Personal Information. Furthermore, any access to or use of Personal Information must be in accordance with all applicable law. No individual shall access records that require a permissible purpose unless such a purpose exists for such individual. For purposes of its obligations hereunder, any acts or omissions by the personnel of each party shall also be deemed to be the acts or omissions of that respective party.

**7. Charges and Modification of Charges.** Charges payable by Subscriber for access to Products ("Service Charges") will commence on the date West processes Subscriber's order. Service Charges will be as stated in an applicable Special Offer Amendment, or Order Form/Order Notification to this Subscriber Agreement, the Schedule A Price Plan, or as otherwise agreed upon in writing by the parties. Schedule A rates may be modified upon at least 30 days prior notice to Subscriber in writing or online or pursuant to the terms stated on an applicable Order Form/Order Notification. Modification of any Service Charges pursuant to this paragraph 7 shall not be considered as an amendment to this Subscriber Agreement that permits termination pursuant to paragraph 13(ii) herein. Service Charges are

exclusive of applicable sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days from date of invoice. If full payment is not made, Subscriber may be charged interest on any unpaid balance, not to exceed 1% per month.

#### **8. Product Software and Internet Based Services.**

a. **Product Software.** West may make available to Subscriber, on a subscription basis, software for use in connection with the Product. Such software, including new versions and the accompanying user documentation, may be referred to collectively as "Software." All Software will be licensed to Subscriber under a license agreement which will accompany the Software. By using the Software and taking such other action as may be referenced in the license agreement as constituting acceptance, Subscriber agrees to be bound by the terms and conditions of the accompanying license agreement. If Subscriber does not so agree, Subscriber must return any tangible copies of the Software in its possession or control.

b. **Internet Based Services.** Certain Products may be accessed via the Internet. Subscriber may use Data cached in Subscriber's local disk drive solely in support of its use of the Product via the Internet ("Internet Based Services"). Certain software used by Subscriber may not be capable of supporting Internet Based Services. The performance of Internet Based Services varies with the manufacturers' equipment with which it is used.

**9. Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS SUBSCRIBER AGREEMENT, ANY SCHEDULE, OR LICENSE AGREEMENT, ALL PRODUCTS, DATA, SOFTWARE, AND INTERNET-BASED SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS, AND DELAYS.

**10. Limitation of Liability.** SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S, ITS AFFILIATES, AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THE AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO PRODUCTS, DATA, SOFTWARE, OR INTERNET BASED SERVICES WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF SERVICE OR SOFTWARE CHARGES PAID BY SUBSCRIBER FOR THE INDIVIDUAL PRODUCT TO WHICH SUCH LIABILITY APPLIES DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST, ITS AFFILIATES, AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY TO USE PRODUCTS, DATA, SOFTWARE, OR INTERNET BASED SERVICES, OR ITS 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, ITS AFFILIATES, OR CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON DATA; OR (ii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERING DATA. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THE AGREEMENT EVEN IF WEST, ITS AFFILIATES

AND/OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. NEITHER WEST NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO PRODUCTS AND DATA WILL BE UNINTERRUPTED, SECURE, COMPLETE, OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF PRODUCTS AND DATA ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS, AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA. THE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SUBSCRIBER AGREEMENT WERE MATERIAL FACTORS IN THE DETERMINATION OF SERVICE CHARGES.

**11. Responsibility for Certain Matters.** Subscriber shall provide to West the office location and address associated with Subscriber's passwords issued under the Agreement. Subscriber's personnel may also access Products via home computers, laptops, or other wireless devices. Subscriber is responsible for promptly notifying West in writing of persons to whom passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of passwords. Subscriber is also responsible for all access to and use of all Products, Data, Software, and Internet Based Services through Subscriber's account, login credentials, and/or systems, whether or not Subscriber has knowledge of or authorizes such access and use. Sharing of passwords that have been issued to individual users of Subscriber is strictly prohibited.

**12. Limitation of Claims.** Except for claims relating to Service Charges or improper use of Products, Data, Software, or Internet Based Services, no claim, regardless of form, which in any way arises out of the Agreement, may be made, nor such claim brought, under the Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

**13. Term and Termination.** This Subscriber Agreement will become effective upon approval and acceptance by West in St. Paul, Minnesota, and will continue in force for the term set forth in an amendment or applicable Order Form/Order Notification to this Subscriber Agreement. Notwithstanding the foregoing, (i) West may terminate this Subscriber Agreement immediately upon giving written notice of termination to Subscriber if West reasonably believes that Subscriber's use of Data violates any applicable law or regulation or this Subscriber Agreement, or may result in a risk to public safety, including but not limited to the safety of private individuals; (ii) Subscriber may terminate the Agreement immediately upon giving written notice of termination to West after receiving notice of an amendment (as permitted under paragraphs 5 (Additional Terms) and 14 (Effect of Agreement)) which contains new terms that materially alter the terms of this Subscriber Agreement and are unacceptable to Subscriber; (iii) either party may terminate the Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Subscriber Agreement; or (iv) West may terminate the Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties. Upon any termination of this Subscriber Agreement, the Product Software licenses shall also terminate.

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**14. Effect of Agreement.** This Subscriber Agreement along with all applicable current and future Schedules, Additional Terms, license agreements, Special Offer Amendment to this Subscriber Agreement or applicable Order Form/Order Notification (if any), and the like (collectively, "Agreement") embodies the entire understanding between the parties with respect to the subject matter of the Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in the Agreement, West may amend the terms and conditions of this Subscriber Agreement by giving Subscriber at least 30 days prior written notice. Within 30 days of the receipt of such amendment, Subscriber may, at its option, request that the parties enter into good faith negotiations regarding the new amended terms and conditions. In the event the parties are not able to reach an agreement resulting in mutually agreeable alternative language for the amended terms and conditions within 30 days after the start of the negotiations, Subscriber may terminate this Subscriber Agreement as set forth in paragraph 13(ii) herein. Except as expressly set forth herein, any other amendment to the Agreement must be in writing and signed by both parties.

**15. Force Majeure.** Each party's performance under the Agreement is subject to interruption and delay due to causes 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.

**16. Notices.** Except as otherwise provided herein, 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 applicable Special Offer Amendment or Order Form/Order Notification.

**17. General Provisions.** The Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of the Agreement and each party consents to the exclusive jurisdiction of such courts. Neither the Agreement nor any part or portion may be assigned, sublicensed, or otherwise transferred by Subscriber without West's prior written consent. Should any provision of the Agreement be held to be void, invalid, unenforceable, or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of the Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in the Agreement are inserted for convenience only and do not constitute a part of the Agreement. West, as used herein, also applies to West Services Inc.

**18. Feedback.** Any and all Feedback that Subscriber provides to West shall become the exclusive property of West without any payment, accounting, remuneration, or attribution to Subscriber. "Feedback" means information provided, in any manner, by or on behalf of Subscriber with respect to any feature, West product or service, or their enhancement, customization, configuration, installation, or implementation, including but not limited to ideas, concepts, suggestions, materials, functions, methods, processes, and rules.



**Plan 2 WestlawPRO® for State and Local Government Entities  
— Government Service**

Available only to employees of state, county, and city government entities with 40 or fewer affiliated attorneys (up to 100 attorneys for Government Select products) accessing Westlaw® for government or legal services/legal aid purposes. Government entities are defined as executive, judicial, and legislative agencies, correctional facilities (behind the desk staff access), government law libraries (behind the desk staff access), and legal services/legal aid entities. Not available to educational institutions for academic purposes. Westlaw access by inmates of correctional facilities or patrons of government law libraries is STRICTLY PROHIBITED.

Plan 2 WestlawPRO Government for State and Local Government Agencies. Paragraphs 6 through 16 set forth the charges that apply to Classic Westlaw.

Plan 2 WestlawPRO for State and Local Government Agencies. Paragraphs 1 through 5 below set forth charges that apply to both Classic Westlaw and WestlawNext™ (next.westlaw.com). Not all Westlaw subscribers have access to WestlawNext.

**1. WestlawPRO Obligations and Restrictions.** Subscriber must submit to West a copy of its current letterhead or a certified list of all affiliated attorneys at the location identified on the Order Form and must promptly notify West of any changes in the number of affiliated attorneys. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber's personnel or persons not employed by Subscriber is STRICTLY PROHIBITED. In the event West learns that the number of attorneys employed by Subscriber exceeds the number certified by Subscriber or a Westlaw password has been used by a person other than the person to whom the password has been issued, West reserves the right to increase Subscriber's monthly charges ("Monthly Charges") to then-current rates for each attorney employed by Subscriber, change Subscriber to another price plan or, in the alternative, terminate the Westlaw password(s) used by a person other than the person to whom it is issued.

**2. Monthly Charges.** Monthly Charges for the WestlawPRO Products elected by Subscriber appear on the Order Form and include usage, communications, WestClip (non-continuous), offline transmission (as limited by the Subscriber Agreement), certain KeyCite® Alert (non-continuous), transactional charges (excluding online citation checking) and certain offline automated citation checking charges. Monthly Charges apply regardless of Subscriber's actual use. A listing of the current databases appears in the Westlaw Directory. Charges associated with the databases, Features/Products and services that are not part of the WestlawPRO Products elected by Subscriber will be billed in addition to the Monthly Charges at the rates set forth below ("Excluded Charges"). West may, at its option, make certain databases, Features/Products and services Excluded Charges if West is contractually bound or otherwise required to do so by a Contributor of Data or if the databases, Features/Products or services are enhanced or released after the effective date of the Subscriber Agreement and the Order Form.

**3. Training Charges**  
Training and technical support charges are as set forth on the Order Form.

**4. West Reporter Images**  
West Reporter Images \$20.00 per image  
No offline transmission charges apply.

**5. Rise of American Law**  
Rise of American Law – Time \$33.33 per minute  
Rise of American Law – Search 500.00 per transaction  
Rise of American Law – Finds 300.00 per transaction  
Rise of American Law – Images 300.00 per image

Upon accessing Classic Westlaw, a user may elect either per minute or transactional billing in the Options Directory. Such billing election will be effective for all subsequent sessions unless the election is changed. The SUBSCRIBER Database lists the per minute billing classifications, transactional charges and per document charges for each database.

6. Per Minute Charges		Per Minute Rate
A.	Per Minute Usage Charges	
i.	Combination Databases	\$ 1.20
ii.	Highlights Databases	3.28
iii.	Basic Databases	3.93
iv.	Westlaw Standard Databases	7.18
v.	Westlaw Standard Databases-Codes	8.63
vi.	Deluxe Databases	8.83
vii.	Specialty Databases	9.03
viii.	Premium Databases	9.78
ix.	Allfile Databases	12.42
x.	Multi-Search Databases	12.88
xi.	Super Allfile Databases	15.53
xii.	Select Databases	18.83
xiii.	Super Premium Databases	18.83
xiv.	Super Select Databases	15.90
xv.	ResultsPlus Standard Databases	9.38
xvi.	ResultsPlus Premium Databases	12.78
xvii.	ResultsPlus Allfiles Databases	16.23
xviii.	ResultsPlus Super Allfiles Databases	20.35
xix.	ResultsPlus Select Databases	23.37
xx.	ResultsPlus Super Premium Databases	24.67
xxi.	Westlaw Tax Time Class Databases	9.48-26.88

Usage charges begin when Subscriber's password is transmitted and end when the session ends.

**B. Communications Charges.** \$.22 per minute. Communications charges begin when Subscriber's password is transmitted and end when the session ends - they apply to the entire Westlaw session, excluding offline transmission, offline automated citation checking, Dockets™ and the SUBSCRIBER Database (when accessing Westlaw via transactional billing).

**7. Transactional Charges**

**A. i. Search Charges**  
Each search query will incur a search charge. Search charges range from \$0 to \$265 per search. The search charge applicable to each database is available in the SUBSCRIBER Database. For sales tax purposes only, a percent of each search charge is allocated to communications.

Search charges for multiple database searches are discounted as follows:

1 database	No discount
2-3 databases	10% discount
4-10 databases	20%
11+ databases	N/A

ii. <b>Westlaw Legal Calendaring</b>	\$20.00 per transaction
iii. <b>PeopleMap</b>	
Search	\$50.00 per transaction
Comprehensive Report	149.00 per report *
Core, Asset or Adverse Report	100.00 per report *
Document Find	25.00 per transaction
Graphical Expansion	25.00 per transaction
West Case Timeline	20.00 per transaction
Neighbors/Relatives (Past & Current)	5.00 per transaction
* includes search charges	

**B. Online Find Charges \***

	Charge Per Document
Find (Primary Law)	\$8
Find (Secondary Law)	20
Find (Regulations Finds/Display)	16
Find (BNA, RIA)	25
Find (PastStat Loc, State LH, NetScan & StateNet)	25
Find (ResultsPlus)	50
Find (ResultsPlus Briefs/Trial Documents)	80
Find (Briefs and Trial Documents)	65
Find (State Survey)	200
Find (Expert Witness)	50-125
Find (Dockets)	15
Find (Westlaw Tax)	12-22
Find (West Court Wires)	10
Find by Title**	N/A

\* Includes Find Charges for Previous Section/Next Section

\*\*Find by Title creates a search query which will result in a search charge. No separate Find transactional charge will apply. See SUBSCRIBER Database for detailed pricing.

**C. Online Citation Checking Charges**

KeyCite™	\$6.25 per citation
RIA-Cite	6.25 per citation
West CiteAdvisor	
Citation Formatter	45.00 per document
TOA Builder	45.00 per document
TOA Builder (with use of formatter)	34.00 per document
BriefTools	
Links	30.00 per document
Flags	6.50 per citation

QuickCite® creates a search query which will result in a search charge. No separate online citation checking charges apply. No offline transmission charges apply.

**D. QUOTE Charges** \$ .15 per entry

**E. Document Display**

Reports Viewed	\$75-\$300 per report viewed
Documents Viewed	5-600 per transaction

**8. Offline Transmission Charges**

A user may elect either per line or per document offline transmission billing in the Options Directory. Such election will be effective for all subsequent sessions unless the election is changed. Offline transmission charges apply to all printing and downloading to storage devices and facsimile machines and e-mail via Westlaw functionality, unless otherwise indicated.

	Rate Per Line	Rate Per Document
Westlaw Public Records Databases	\$.05	\$ 5
Briefs	.05	20
Selected databases	up to .65	up to 50
All other databases	.05	12.50

**9. WestCheck® and find&print.com Charges**

Citation Service	Charge Per Citation
KeyCite	\$6.25
Table of Authorities	1.00
QuoteRight™	7.00
Find	13.00 – 225.00
Content Verification	.50

No offline transmission charges apply.

**10. Alert Services Charges**

WESTClip	
Non-continuous Clipping	\$0
Continuous Clipping	4.50 per day per search
BNA Clipping	14.00 per transaction
KeyCite Alert	
Non-continuous Clipping	9.00 per transaction
Continuous Clipping	12.00 per day per transaction
KeyRules Alert	6.00 per transaction
CapWatch	5.00 per transaction
WCW Newsletter Delivery	4.00 per transaction
Regulatory Topical Alerts	
Non-continuous clipping	0
Continuous Clipping	4.50 per transaction

Database charges apply to the online display of WestClip and Docket Alert results. Find charges and charges associated with documents viewed from KeyCite Alert and Docket Alert results shall apply. Connect time and communications charges do not apply during transactional billing sessions. Offline transmission charges do not apply to WestClip cite lists (excluding BNA) or KeyCite Alert.

**11. Westlaw Public Records Charges**

The Scope screen for each Westlaw Public Records Database lists its database classification for per minute billing. The search charge applicable to each Westlaw Public Records Database is available in the SUBSCRIBER Database. Additional charges for third-party services may apply. The following transaction charges apply in addition to the per minute and transactional charges:

	Charge Per Detail Record Viewed
Delaware Corporate Records	\$9.00
D&B Alert	\$5.00

The following charges apply in lieu of per minute and transactional charges:

	Charge Per Document
Duns Business Records Plus*	
Business Record & Full Financial	\$128.90
Business Information Report (domestic)	110.00
Business Information Report (international)	
Africa	443.00
Middle East	443.00
Asia Pacific	443.00
Latin America	340.00
Europe	288.00
Canada	144.00
Comprehensive Report	129.50
Family Tree Report	60.10
Business Record & Financial Abstract	60.10
Business Record	35.70
Business Abstract	23.35
Family Member Profile	9.80
Company Relations	2.35
Per company-250 companies maximum (250 companies or more - no additional charge)	
Branch Locations	2.35
Per location-250 locations maximum (250 locations or more - no additional charge)	

\*Minimum fee of \$15.75 per search.

**12. Company Profiles Database Charges**

Index Search	\$0
Company Profile	35 per report
ResultsPlus	40 per report

Offline transmission charges apply to citations list but do not apply to Company Profiles reports themselves.

**13. Dockets Charges**

The following charges apply in lieu of per minute and transactional charges:

Search	\$7 – 14	per transaction
View document	5	per document
Update document	2 – 8	per document
Dockets Alert *	5	per transaction
Multi-Base Searches	20 – 145	per transaction
Docket Tracking *	2 – 10	per transaction
Case Calendaring		
Information Update	2	per transaction
Tracking Service	1	per transaction
Integration Service	1	per transaction
Document retrieval services		At then-current rates

\* Limit of 99 alerts/tracks per password

**14. PDF Charges**

Attorney Medical Advantage	\$225.00	per image
Blaussen Medical Illustration		
Standard Collection	250.00	per image
Premier Collection	275.00	per image
Experian Reports	8.00-44.95	per report
Briefs/Trial Docs/State Surveys	65.00	per image
DE Chancery Docket	65.00	per image
Deed Image	25.00	per image
Dockets PDF	4.00	per image
Expert Witness/Courtroom Transcripts	65.00	per image
Legal Due Diligence Reports	200.00	per image
Investext	9.95	per page
Real Property Parcel Maps	15.00	per image
Patent Image	3.00	per image
ResultsPlus Investext	14.95	per 1 <sup>st</sup> page
(Each additional page)	9.95	per page

No offline transmission charges apply.

**15. West Batch Processing**

Charges of \$.05 - \$2.00 per row shall apply in lieu of per minute or transactional charges. Any users of West Batch Processing must be credentialed prior to accessing.

**16. Westlaw Doc & Form Builder**

Westlaw Doc & Form Builder	\$10.00-\$95.00	per document
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**Plan 2 WestlawPRO for State and Local Government Agencies. Paragraphs 17 through 22 below set forth charges that apply to WestlawNext. Not all content and Features/Products are accessible via WestlawNext.**

Upon accessing next.westlaw.com, a user may elect either per minute or transactional billing in Preferences. Such billing election will be effective for all subsequent sessions unless the election is changed. The SUBSCRIBER link in the Tools tab lists the per minute, transactional and offline transmission charges for a multiple content categories.

**17. Per Minute Charges**

- A. Home, Content and Topical Pages** \$4.00 per minute
- B. Viewing a Search Result List** \$8.00 per minute
- C. Per Minute Charges for Viewing Full Text Documents**  
Range from \$9.34 per minute to \$45.34 per minute.
- D. Communications Charges** \$.22 per minute

Communications charges apply to sessions when per minute billing is selected. They begin when a password is transmitted and end when the session ends - they apply to the entire WestlawNext session.

**18. Transactional Charges**

- A. Search Charges** \$48 per search  
Each search query will incur a search charge.
- B. Document Display Charges**  
Range from \$9 to \$104 per document  
Each document display will incur a transactional charge. No offline transmission charges apply.

**C. Online Citation Checking Charges**

KeyCite	\$9.00	per citation
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**D. Docket Charges**

The following charges apply in lieu of per minute and transactional charges\*:

Document Display	\$9.00	per document
Docket PDF	\$4.00	per image
Document Update	\$2.00-\$8.00	per document
DE Court of Chancery PDF	\$69.00	per image
View Document from Alert	\$5.00	per document

\* See Pricing Guide for additional details.

**19. Foldering**

Documents in folders may be accessed at no charge for 12 months after the initial chargeable view. In transactional billing sessions, the initial chargeable view occurs the first time a document is viewed inside or outside of a folder. For hourly billing sessions, the initial chargeable view occurs the first time a document is viewed within a folder. This initial chargeable view will be charged at the applicable transactional document display charge. Documents viewed in a folder after 12 months will incur the then current WestlawNext transactional document display charge. Hourly billing (including Communications Charges) is suspended while browsing folders.

**20. WestlawNext Access Charges**

Search	\$10	per search
Document Display	\$5	per document display
KeyCite	\$2	per citation

WestlawNext Access Charges will be billed in addition to WestlawNext charges, for those Subscribers that access WestlawNext and have not purchased a WestlawNext subscription. These charges will be billed on a transactional basis for hourly and transactional sessions.

**21. Offline Transmission Charges**

A user may elect either per line or per document offline transmission billing in Preferences. Such election will be effective for all subsequent sessions unless the election is changed. Offline transmission charges apply to all printing and downloading to storage devices and e-mailing via WestlawNext functionality for hourly billing sessions, unless otherwise indicated.

Per line charges range from \$0.04 to \$0.08

Per document charges range from \$10.00 to \$25.00

**22. PDF Charges**

Briefs	69.00	per image
Trial Docs/State Surveys	69.00	per image
Expert Witness/Courtroom Transcripts	69.00	per Image

No offline transmission charges apply.

## Subscriber Agreement Schedule A Library



THOMSON REUTERS™

### Westlaw Schedule A

Law Firms	Schedule Name	Document #
<ul style="list-style-type: none"> <li>Law Firms with <b>up to 40</b> affiliated attorneys subscribing to online Westlaw/WestlawNext products.</li> </ul>	<a href="#">Plan 1 WestlawPRO – Private Service for Small Law Firm Segment</a>	105
<ul style="list-style-type: none"> <li>Law Firms with <b>more than 40</b> affiliated attorneys subscribing to online Westlaw/WestlawNext products.</li> </ul>	<a href="#">Plan 1PRO – Private Service for Medium/Large Law Firm Segment</a>	821
<ul style="list-style-type: none"> <li>Law Firms of <b>any size</b> with subscription services for West CD-ROM products at a single location.</li> </ul>	<a href="#">Plan 1CD – Private Service</a>	60
Corporations	Schedule Name	
<ul style="list-style-type: none"> <li>Corporations of <b>any size</b> with subscription services for West CD-ROM products at a single location.</li> </ul>	<a href="#">Plan 1CD – Private Service</a>	60
<ul style="list-style-type: none"> <li>Corporations, specifically <b>not-for-profits and publicly and privately held</b>, subscribing to online Westlaw/WestlawNext products. (Not-available to incorporated law, accounting and other professional firms, limited liability partnerships or limited liability companies.)</li> </ul>	<a href="#">Plan 1 WestlawPRO for Corporations – Private Service</a>	109
Government Entities	Schedule Name	
<ul style="list-style-type: none"> <li><b>State &amp; Local Government Agencies</b> (state, county, and city) with up to 40 affiliated attorneys with subscription services for online Westlaw/WestlawNext products (Government Select products allow for up to 100 affiliated attorneys).</li> </ul>	<a href="#">Plan 2 WestlawPRO for State and Local Government Agencies – Government Service</a>	137
<ul style="list-style-type: none"> <li><b>State &amp; Local Judiciary</b> (trial courts only) with subscription services for online Westlaw/WestlawNext products for court-related purposes.</li> </ul>	<a href="#">Plan 2J WestlawPRO for State and Local Judiciary – Government Service</a>	210
<ul style="list-style-type: none"> <li><b>State &amp; Local Law Libraries—Patron Access</b> (state, county, and municipal) with subscription services for online Westlaw/WestlawNext products made available to the public.</li> </ul>	<a href="#">Plan 2 WestlawPRO – Westlaw Patron Access for State and Local Law Libraries</a>	278
<ul style="list-style-type: none"> <li><b>Government Correctional Facilities</b> (federal, state, county, and municipal) with subscription services for online Westlaw/WestlawNext products.</li> </ul>	<a href="#">Plan 2 WestlawPRO – Westlaw Correctional Facilities for Government Correctional Facilities</a>	296
<ul style="list-style-type: none"> <li><b>Government Services</b> with personnel accessing Westlaw/WestlawNext and West CD-ROM products at a single location as part of a subscription service for government purposes.</li> </ul>	<a href="#">Plan 2CD Government Service</a>	124
<ul style="list-style-type: none"> <li><b>Non-FEDLINK Federal Government Agencies (excluding courts) and Law Library staff</b> with up to 40 affiliated attorneys accessing online Westlaw/WestlawNext through a subscription service for government purposes. Not available to educational institutions for academic purposes.</li> </ul>	<a href="#">Plan FP WestlawPRO for Non-FEDLINK Federal Government Agencies – Predictable Research Online – Government Service</a>	222
Colleges & Universities	Schedule Name	
<ul style="list-style-type: none"> <li>Colleges &amp; Universities (excluding law schools) located in the United States and its territories and possessions with subscription services to online Westlaw/WestlawNext products.</li> </ul>	<a href="#">WestlawPRO – Campus Research Educational Institution Service</a>	456
Paralegal & Legal Assistant Programs	Schedule Name	
<ul style="list-style-type: none"> <li>Paralegal &amp; Legal Assistant Programs (excluding law schools) with subscription services to online Westlaw/WestlawNext products.</li> </ul>	<a href="#">WestlawPRO – Paralegal Educational Institution Service</a>	433