



THOMSON REUTERS™

Order Form

Contact your representative bruce.davies@thomsonreuters.com with any questions. Thank you.Order ID: **882492**

Subscriber Information

Account Address:

Account #: **1000402509**
FORT LAUDERDALE CITY
ATTORNEY
MAUREEN RICHARDS
100 N ANDREWS AVE 7TH FL
FORT LAUDERDALE, FL 33301
US
9548285106

Shipping Address:

Account #: **1000402509**
FORT LAUDERDALE CITY
ATTORNEY
MAUREEN RICHARDS
100 N ANDREWS AVE 7TH FL
FORT LAUDERDALE, FL 33301
US
9548285106

Billing Address:

Account #: **1000402509**
FORT LAUDERDALE CITY
ATTORNEY
MAUREEN RICHARDS
100 N ANDREWS AVE 7TH FL
FORT LAUDERDALE, FL 33301
US
9548285106

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", "my" or "I".

Online/Practice Solutions/Software and Print/ProView eBooks Programs

Online/Practice Solutions/Software

Svc Mat #	Product	Qty	Unit	Minimum Term (Months)	Term and Increase
41940104	Government Plan (Westlaw PRO™) (Banded) See Attachment for Select Product details	15	Atty(s)	60	Year2-1% Year3-1% Year4-1% Year5-1%

Minimum Terms

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes your order and continue for the number of complete calendar months listed in the Minimum Term column above. Based on above terms listed you agree to the length and year over year increases.

During my subscription terms, I am also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after 30 days written or online notice.

Post Minimum Terms

For Online/Practice Solutions/Software: Your subscription will change to a month-to-month status at the end of the Minimum Term, and your applicable Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Order charges for print/eBook products not on subscription: N/A

Initial order charges for print/eBooks products with updates billed upon shipment: N/A

Initial Monthly Charges for Products under 60 month Minimum Term: \$3,198.72

Estimated total Monthly Charges for the initial 12 months: \$3,198.72

Totals above do not reflect applicable taxes and transportation charges or updates billed upon shipment. Please see the Miscellaneous section below for details.

These Monthly Charges show the first year's Monthly Charges (and are combined if multiple products are ordered) with the same contract term and are

subject to increase per the terms of this agreement.

Miscellaneous

Charges, Payments Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card or debit and electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

Returns and Refunds. You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Different policies apply to print products you receive as part of a program such as Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack and WestPack. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

The General Terms and Conditions, apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>. The General Terms and Conditions for Federal Subscribers, is located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event of a conflict between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw Doc and Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Campus Research
- ProView eBooks
- Westlaw Public Records

Excluded Charges. If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then-current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf>. Excluded Charges may change after 30 days written or online notice.

Banded Products Subscriptions The number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students for the banded products you ordered appear in the Quantity column above. Our pricing for banded products is made in reliance upon that number. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable. Law firm and government subscribers of banded products will receive one (1) password for each attorney and an equal number of passwords for non-attorneys.

Non Availability of Funds Addendum to Order Form for Online, CD-ROM, Practice Solutions and Software Orders- Government Accounts

You may cancel with 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document (e.g., executive order, an officially printed budget, or other official communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

All other terms and conditions of the Order Form will remain unchanged.

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

Signature for Order ID: 882492

ACKNOWLEDGMENT

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of Subscriber.

Signature of Authorized Representative for order

Title

Printed Name

Date

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Attachment

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

Order ID: **882492**

Payment and Shipping Information

Payment Method:

Payment Method: **WestAccount**

Account Number: **1000402509**

Shipping Information:

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

Additional Information

Created By: **0037519**

Order Source: **27**

Revenue Channel: **01**

Order Date: **4/25/2017 2:55:31 PM**

P.O. Number:

Additional Data B: **15**

Product and User Details

Banded Products for all users below

41940104 Government Plan (Westlaw PRO™) (Banded)

User	Position	Email
Maureen Richards	Non-Attorney	mrichards@fortlauderdale.gov
Tania M Amar	Attorney	tamar@fortlauderdale.gov
Paul Bangel	Attorney	pbangel@fortlauderdale.gov
Alain B Boileau	Attorney	
Gustavo J Ceballos	Attorney	gceballos@fortlauderdale.gov
Lizardo Coronado	Paralegal	lcoronado@fortlauderdale.gov
Candace R Duff	Attorney	cduff@fortlauderdale.gov
Cynthia A Everett	Attorney	
Dina Kaizen	Attorney	
Donald L Londeree	Attorney	Dlonderee@fortlauderdale.gov
Haydee Martinez	Paralegal	hmartinez@fortlauderdale.gov
Rhonda Montoya Hasan	Attorney	rmhasan@fortlauderdale.gov
Lillian Rosa	Attorney	lrosa@fortlauderdale.gov
Lynn Solomon	Attorney	lsolomon@fortlauderdale.gov
D'Wayne Spence	Attorney	mrichards@fortlauderdale.gov
Eleni Ward	Paralegal	MRichards@fortlauderdale.gov
Bradley H Weissman	Attorney	BWeissman@fortlauderdale.gov

CustomPro Product Details

Material ID	Description
40982461	Primary Law with KeyCite®: All — Florida (WestlawNext™)
40992376	Case Evaluator (WestlawNext™)
42043523	Gov - American Maritime Cases for Government
41931317	Gov - Analytical Premier For Government (Westlaw™ PRO)
42059325	Gov - Expert Evaluation Reports (Westlaw PRO™)
41933475	Gov - Litigation For Government (Westlaw™ PRO)
41933476	Gov - National Core For Government (Westlaw™ PRO)
41994565	Gov - National Reporter Images For Government (Westlaw™ PRO)
41018763	Judicial Reports All (WestlawNext™)

Lapse Subscriptions

Active Subscriptions to Lapse	Contract Number	Material ID
GOVERNMENT SELECT ON WESTLAW	0124551018	40988640
ALL ANALYTICAL LIBRARY ON WESTLAW	0124551019	40973477
FL ANALYTICAL LIBRARY ON WESTLAW	0124551025	40974077
FL CIVIL PLEADINGS MOTIONS AND MEMORANDA PLUS ON WESTLAW	0124551037	40974946
FL CRIMINAL SECONDARY LIBRARY ON WESTLAW	0124551040	41018472
FL PRIMARY LAW WITH KEYCITE ALL ON WESTLAW	0124551043	40973827
FL STATE CRIMINAL TRIAL COURT ORDERS AND FILINGS ON WESTLAW	0124551046	40977756
GENERAL COUNSEL ADVANCED EMPLOYMENT PRACTICE MODULE ONLY ON WESTLAW	0124551031	40975201
GENERAL COUNSEL ALL PRIMARY LAW ON WESTLAW	0124551022	40973997
GENERAL COUNSEL STATE CIVIL TRIAL COURT ORDERS MODULE ONLY ON WESTLAW	0124551034	40977781

Order Contact Information

First Name	Last Name	Email Address	Contact Description	Contact Number
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Maureen	Richards	mrichards@fortlauderdale.gov	Order Confirmation Contact	28
Maureen	Richards	mrichards@fortlauderdale.gov	Primary Password Contact	24
Maureen	Richards	mrichards@fortlauderdale.gov	Quickview Contact	Quickview

Office Use Only

■ Exception Approval Code:E00000

■ Additional Contract Information included on Order. See below.

■ Worksheet Custom Pro:<https://ordermation.west.thomson.com/esigs/of.aspx?pordergroupid=f52786bcd49f4f15a233b09968e85f91&pfv=true>

■ OF Ver:<https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=7ab9eab2d8e94723945e6133f8a55469&isofview=yes>

GENERAL TERMS AND CONDITIONS

Thomson Reuters Legal Products and Professional Services

These General Terms and Conditions govern your use of the Thomson Reuters Legal information products, software products which include on-premise software and hosted software, and professional services in the Thomson Reuters ordering document. “We”, “our”, “Thomson Reuters” and “Thomson Reuters Legal” means West Publishing Corporation and our affiliates; “you” and “your” means the Subscriber identified in the ordering document.

The ordering document identifies the Thomson Reuters products and professional services, the quantities, charges and other details of your order. The ordering document also refers to documents which may apply to the products or professional services you selected. The ordering document, any applicable referenced documents and these General Terms and Conditions constitute the complete agreement and supersede any prior discussions or representations regarding your order. If the terms of the ordering document are different from these General Terms and Conditions, the ordering document will have priority. Other terms and conditions you incorporate into a purchase order or similar document shall not apply.

1. License Terms. (a) We grant a non-exclusive, non-transferable, limited license to you to use the product in your ordering document in the regular course of your business. We maintain all rights of ownership to our products. Our products change from time to time. Access to certain data may be restricted. We are not providing legal advice by allowing you to use our products. Your interpretations of data are your own for which you have full responsibility.

(b) On-premise software product licenses include updates (bug fixes, patches, maintenance releases) but do not include upgrades (releases or versions that include new features or additional functionality). You may use our software product in object code only. You may make copies of our software product for backup and archival purposes. The copy must include an embedded copyright or proprietary rights notice. No other copying or reproduction is allowed. You may not modify, translate or create derivative works of our software products.

(c) You may quote and excerpt from our information products in your work with the appropriate cite and credit to the source. Except as provided in paragraph 1 (d), you may store data from our information products in a secure internal system in the regular course of your business. You may display our information product data internally. You may transmit our information product data electronically using a feature in the information product or print and share that information product data as necessary in the regular course of your business. Copyright notices must be retained on the transmitted or printed items. The Copyright Act (17 U.S.C.A. 107) fair use provision may allow additional uses.

(d) You may not sell, sublicense, distribute, display, store or transfer our products or any data in our products in bulk or in any way that could be used to replace or substitute for our products in whole or in part or as a component of any material offered for sale, license or distribution to third parties. You may not use any means to discern the source code of our products.

(e) Your access to certain products is password protected. You are responsible for assigning the passwords and maintaining password security. Sharing passwords is strictly prohibited.

(f) You may not run or install any computer software or hardware on our products or network or introduce any spyware, malware, viruses, Trojan horses, backdoors or other software exploits.

(g) We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b).

(h) If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and

3/1/17



THOMSON REUTERS

completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by these General Terms and Conditions.

2. Third Party Providers. Our products may include data and/or software from third parties. Some third party providers require us to pass additional terms through to you. The third party providers change their additional terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for Westlaw and CLEAR information products go to <http://legalsolutions.com/westlaw-additional-terms> and <http://legalsolutions.com/clear-additional-terms>.

3. Regulated Data. Due to the regulated or private nature of some data in our information products like credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us.

4. Hosted Products. (a) Our hosted products are designed to protect the content you store in the hosted product. You grant us permission to use, store and process your content in accordance with applicable law. Access and use of your content by our employees and contractors will be directed by you and limited to the extent necessary to deliver the hosted product, including training, research assistance, technical support and other services. We will not disclose your content except in support of the use of the hosted products or unless required by law. If the agreement expires or is terminated, we will provide access to the hosted product for 180 days so that you may remove your content. The agreement will remain in effect through the 180-day extraction period.

(b) We will provide notice to you of any unauthorized third party access to your content of which we become aware in accordance with applicable law and will use reasonable efforts to remediate identified security vulnerabilities. If your content is lost or damaged, we will assist you in restoring the content to the hosted product from your last available back up copy.

(c) You are responsible for ensuring that your content does not infringe on any intellectual property right, violate any applicable laws or the terms of any agreement. If we are notified that your content may infringe on the intellectual property rights of a third party we may be obligated to delete or disable it from the hosted product under the Digital Millennium Copyright Act (17 U.S.C.A. 512).

5. Professional Services. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

6. Privacy. The parties will at all times process personally identifiable information (PII) you provide to us in accordance with applicable law. You confirm that you will only upload or disclose PII as permitted by applicable law. The parties will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged unauthorized access, use, processing, or disclosure of PII. Each party will maintain, and will require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the PII against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, or access. PII includes any information relating to an identified natural person or a natural person who can be identified directly or indirectly by means reasonably likely to be used by the controller of the information, or any other natural or legal person.

7. Confidentiality. Confidential information received from each other will not be disclosed to anyone else unless required by law or if necessary to perform the agreement. The receiving party agrees that during the term of the agreement and for three years afterward, it will continue to protect the confidential information. The parties will use industry standard administrative, physical and technical safeguards to protect the confidential information. If a court or government agency orders either of us to disclose the confidential information of the other party, the other party will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification.

8. Warranties and Disclaimer of Warranties. OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. WE WARRANT OUR SOFTWARE PRODUCTS WILL CONFORM TO OUR DOCUMENTATION. WE WARRANT THAT WE PROVIDE PROFESSIONAL SERVICES USING COMMERCIALY REASONABLE CARE AND SKILL. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF OUR PRODUCTS OR THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES FROM US AND REPLACE ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.

9. Liability. (a) The entire liability of Thomson Reuters or any of our third party providers for all claims arising out of or in connection with the agreement will not exceed the amount of any actual direct damages up to the amounts you paid in the prior 12 months for the product that is the subject of the claim. We are not liable for special, incidental, exemplary, indirect or economic consequential damages, anticipated savings, lost profits, lost business, lost revenue, or lost goodwill.

(b) You are responsible for following all usage instructions, for adhering to the minimum recommended technical requirements, for changes you make to our product, for your failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems, and for your failure to install updates. We will not be responsible if our product fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product failed because of one of these, we reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

(c) If a third party sues you claiming that a product you licensed in the agreement infringes that party's intellectual property right and your use of our product has been in accordance with the terms of the agreement, we will defend you against the claim and pay damages that a court finally

awards against you or that are included in a settlement approved by us. You must promptly notify us in writing of the claim, supply information we reasonably request, and allow us to control the defense and settlement. We have no liability for claims that include items not provided by us.

10. Term, Termination. (a) The term and any renewal terms for the product are described in the ordering document.

(b) We may suspend or limit your use of our products or professional services or terminate the agreement if, in our sole discretion, we determine that your use may result in a risk to public safety, or that there has been a breach of security, material breach of your obligations under the agreement, material breach of any other agreement between the parties or a violation of law. If the cause of the suspension is reasonably capable of being remedied, we will provide you notice of what actions you must take to reinstate the product. If you fail to take the actions or the cause cannot be remedied within 30 days, we may terminate the agreement.

(c) You may terminate the agreement immediately upon written notice if we commit a material breach and fail to cure the material breach within 30 days.

(d) We may amend these General Terms and Conditions from time to time by giving you at least 30 days prior written notice. If an amendment materially changes the agreement, you may request good faith negotiations regarding those terms that materially change the agreement. If the parties cannot reach mutual agreement on the material changes within 30 days, you may terminate the agreement immediately on written notice.

(e) You may terminate the agreement immediately on written notice if you object to amendments made to the third party additional terms under paragraph 2 if the amendments materially change the agreement.

(f) Upon termination, all licenses end immediately. You will return software products to us or uninstall and destroy them. Termination of the agreement will not relieve you of your obligation to pay us any amounts you owe up to and including the date of termination.

(g) Either party may terminate the agreement in part as it relates to any software or other product or service that is licensed or ordered under the agreement if and to the extent that software or other product or service is no longer commercially available.

11. 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.

12. General. (a) You may not assign the agreement to anyone else without our prior written consent. We will provide you with written notice if we need to assign the agreement as part of our business operations.

(b) You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.

(c) Our products may not be exported or re-exported in violation of the U.S. Foreign Corrupt Practices Act, the U.S. Export Administration Act or any other applicable laws, rules and regulations.

(d) United States Government use, duplication or disclosure of our software products is subject to applicable restrictions of the following regulations: Commercial Computer-Restricted Rights [FAR 52.227-19(a) - (d)]; Rights in Technical Data and Computer Product [DFARS 252.227-7013(c)(1)(ii)]; the Commercial Computer Product – Restricted Rights [48 CFR 52.227-19 (c)(1) and (c)(2)]; and similar clauses in the NASA FAR Supplement. These restrictions do not apply to our information products or services.

Government Accounts Only**Addendum to West Order Form**Subscriber: Fort Lauderdale City AttorneyAccount #: 1000402509

1. **Effect of Addendum.** The West Order Form, the underlying General Terms and Conditions and applicable Schedule A (collectively the "Agreement"), between you and West is amended to incorporate the terms of this Addendum. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum will have the meanings given to them in the Order Form. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.

2. **Modifications to Order Form.**

- a. The Government Plan (Westlaw PRO) products selected in Order Form 882492 do not contain Regulated Data, and as a result, paragraph 3 of the General Terms and Conditions do not apply to this agreement. In the event, the Order Form is amended or modified to include products that contain Regulated Data, paragraph 3 of the General Terms and Conditions shall apply to such additional products.
- b. Paragraph 7 of the General Terms and Conditions is deleted and replaced in its entirety with the following: "Information that is exempt from disclosure pursuant to Florida law ("confidential information") that is received from each other will not be disclosed to anyone else unless required by law or if necessary to perform the agreement. The receiving party agrees that during the term of the agreement and for three years afterward, it will continue to protect the confidential information. The parties will use industry standard administrative, physical and technical safeguards to protect the confidential information. If a court or government agency orders either of us to disclose the confidential information of the other party, the other party will be promptly notified unless the court or government agency prohibits prior notification."

All other terms and conditions of the Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed Order Form.

West, a Thomson Reuters business**Subscriber**

Signed: _____

Signed: _____

Accepted by: _____

Name (please print): _____

Title: _____

Title: _____

Date: _____

Date: _____



Plan 2 WestlawPRO for State and Local Government Agencies and Courts — Government Service

Available only to employees of state, county, and city government agencies and courts accessing Westlaw® for government or legal services/legal aid purposes. Government Agencies 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**.

Upon accessing Westlaw, 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.

1. Monthly Charges. Monthly Charges for the WestlawPRO Products you subscribe to are stated on the Order Form. Our pricing for banded products is made in reliance upon your certification of the number of attorneys in the Order Form. You must promptly notify us of any changes in the number of attorneys. If we learn that the actual number of attorneys is greater, we reserve the right to increase your Monthly Charges accordingly. **Sharing passwords is strictly prohibited.**

2. Excluded Charges. Monthly Charges do not include continuous WestClip, online transmission (as limited by the General Terms & Conditions), certain KeyCite Alert online citation checking, and certain online automated citation checking charges. Charges associated with the Westlaw content, products and services that are not part of the WestlawPRO products in the Order Form will be billed at the rates below ("Excluded Charges"). We may, at our option, make certain Westlaw content, products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if the Westlaw content, products or services are enhanced or released after the effective date of Order Form.

3. West Reporter Images

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

4. 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 – Document Displays	300.00 per document
Rise of American Law – Images	300.00 per image

5. Per Minute Charges

A. Home, Content and Topical Pages \$3.50 per minute

B. Viewing a Search Result List \$7.00 per minute

C. Per Minute Charges for Viewing Full Text Documents

Range from \$9.40 per minute to \$46.62 per minute.

6. Transactional Charges

A. Search Charges \$42.00 per search

Each search query will incur a search charge.

B. Document Display Charges

Range from \$10.00 to \$119.00 per document

Each document display will incur a transactional charge. No offline transmission charges apply.

C. Online Citation Checking Charges

KeyCite	\$10.00 per citation
Inline KeyCite	5.00 per document

D. Docket Charges

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

Document Display	\$10.00 per document
Docket PDF	4.00 per image
Docket Alerts	0.00 per transaction
Document Retrieval from Alert	5.00 per document
Docket Tracks	6.00 per transaction
Docket Bankruptcy Creditor Update	4.00 per image
Document Update	2.00-8.00 per document
DE Court of Chancery PDF/Court Wire	
PDF Complaint	79.00 per image
Court Wire Alerts – Continuous	5.00 per day per alert
Court Wire Documents	10.00 per document
Court Calendar Information Update	2.00 per transaction
Court Calendar Tracking Service	6.00 per transaction
Calendar Integration Service	1.00 per transaction

* See Pricing Guide for additional details.

E. Public Records Charges

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

PeopleMap	
PeopleMap Searches	\$44.00 per search
People/Company Records Mini Searches	10.00 per search
Alerts	2.00 per transaction
Report Charges	44.00 per report
Document Display Charges	10.00 per document
Public Records	
Searches	10.00 per search
Real Property Reports	
Comprehensive Reports	79.00 per report
Individual Reports	44.00 per report
Deed Images and Parcel Map Images	25.00 per Image
Delaware Corporate Records	
Searches	44.00 per search
Document Displays	10.00 per document
Company Investigator	
Searches	42.00 per search
Reports	119.00 per report
Document Display Charges	10.00 per document

F. Dun & Bradstreet Reports

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

Searches	\$10.00 per search
Comprehensive Business Information Report	150.00 per report
Business Information Report (Domestic)	125.00 per report
Business Information Report (International)	
Africa/Europe	400.00 per report
Asia/Australia	615.00 per report
Canada	175.00 per report
Latin America	500.00 per report

G. Drafting Assistant

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

Cite Formatting	44.00 per document
Insert Flags	79.00 per document
Insert Links	44.00 per document
Quote Right	10.00 per citation
Table-of-Authority	44.00 per document

7. 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 Westlaw transactional document display charge. Hourly billing is suspended while browsing folders.

8. 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 Westlaw 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

9. PDF Charges

Investext Analyst Reports	
Standard Reports	11.50 per page
Premium Reports	20.00 per page

All other PDF charges range from \$3.00-\$250.00 per image. No offline transmission charges apply.

10. Westlaw Doc & Form Builder

Westlaw Doc & Form Builder	\$11.00-\$109.00 per document
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11. Alert Services Charges

Alert Services Charges	
Alert Newsletter	\$0.00 per newsletter
Capitol Watch Tracks	6.00 per transaction
KeyCite Alert – Continuous	15.00 per day per transaction
KeyCite Alert – Daily	6.00 per transaction
KeyCite Alert – Non-Continuous	6.00 per transaction
Publication Alert	0.00 per transaction
WestClip Continuous	5.00 per day per transaction
WestClip Non-Continuous	0.00 per transaction

Alert charges incur on the run of the alert.