



<b><u>Check West account status below as applicable:</u></b>		Rep Name & Number _____
<b>New</b> _____ (NACI Form attached)	<b>Existing with Increase Credit Limit</b> _____ (NACI Form attached)	
<b>Existing with no changes</b> _____	<b>Existing with changes</b> _____ (Permanent name change must attach a Customer Name Change Form)	
Acct # _____	Quote # _____	PO # _____ Date _____
Name/Subscriber _____		Bill To Acct # _____
Order Confirmation Contact Name _____		
E-Mail _____		
Password Contact Name (for password delivery) _____		
E-Mail _____		
Time and Billing Contact Name _____		
E-Mail _____		
MSA Jurisdiction _____	Contract # _____	Option # _____
<b>Permanent Address Change</b> _____	<b>One-Time Ship To</b> _____	<b>Additional Ship To</b> _____ <b>Additional Bill To</b> _____
Name _____		Attn: _____
Address _____		Suite/Floor _____
City _____	State _____	County _____ Zip _____

\*\*\* R E Q U I R E D \*\*\*  
  
 I F N E E D E D

ProFlex Products					
Full Svc #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Quantity *	Monthly Banded Rate	Other	Total Monthly Charges
40757482	ProFlex				

**Notes:**

\* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Conc. Patron Users, Active Legal Holds, and Quantity of Additional Storage.

**Total Monthly Charges \$** \_\_\_\_\_

Monthly Charges begin on the date West Publishing Corporation (“West, “we” or “our”) processes your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the following 12 complete calendar months (“Minimum Term”). Subscriber (“You” or “I”) is 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 at least 30 days written or online notice.

If you previously subscribed under a Special Offer Amendment/Exhibit the effective date of this Order Form is the first day of the month following the date we process your order.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

**Initial below for a longer Minimum Term.**

\_\_\_\_\_ **24 month Minimum Term.** Monthly Charges for the second 12 months will be \_\_\_\_\_% over the first 12 months.

\_\_\_\_\_ **36 month Minimum Term.** Monthly Charges for the second 12 months will be \_\_\_\_\_% over the first 12 months; Monthly Charges for the third 12 months will be \_\_\_\_\_% over the second 12 months.

**Post Minimum Term for Government Subscribers.** At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803

**Automatic Renewal Term for Non-Government Subscribers Only.** Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”) and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803. If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order. For concurrent Patron Access subscribers at multiple locations, the concurrent access will be limited by the quantity of Patron Access users by location, as identified on the ProFlex Addendum/Attachment.

	<b>Banded Products Subscriptions</b>	
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You certify that you have a total of \_\_\_\_\_ attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time during the term, we reserve the right to increase your charges as applicable.

<b>Internal Corporate Use Only</b>		<b>BND</b>
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<b>Technical Contact for Westlaw Patron Access</b>				
Technical Contact Name (please print): _____				
Telephone: _____				
E-Mail Address: _____				
Current Account #: _____				
Patron Access: IP Address: _____ <small>One IP Address per terminal. Additional pages may be attached if needed.</small>				
IP Address Range _____				
* Orders submitted without IP Address information may delay set up and access				
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align:center;"><b>For Internal Office Use Only</b></td> </tr> <tr> <td><b>OF Instructions:</b> Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59</td> </tr> </table>			<b>For Internal Office Use Only</b>	<b>OF Instructions:</b> Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59
<b>For Internal Office Use Only</b>				
<b>OF Instructions:</b> Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59				

	<b>ProFlex Renewals</b>	
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Sub Matl #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Current Monthly Charges*

\* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or Practice Solutions services that are not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

**Initial below to select the Renewal Term.**

\_\_\_\_\_ **12 month Renewal Term.** Monthly Charges for the first 12 months will be \_\_\_\_\_% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

\_\_\_\_\_ **24 month Renewal Term.** Monthly Charges for the first 12 months will be \_\_\_\_\_% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be \_\_\_\_\_% over the first 12 months.

\_\_\_\_\_ **36 month Renewal Term.** Monthly Charges for the first 12 months will be \_\_\_\_\_% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be \_\_\_\_\_% over the first 12 months; Monthly Charges for the third 12 months will be \_\_\_\_\_% over the second 12 months.

**Post Renewal Term for Government Subscribers.** At the end of the Renewal Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

**Automatic Renewal Term for Non-Government Subscribers Only.** Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803. If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

	<b>Online/CD-ROM Products to be Lapsed</b>	
Full Svc #	Online/CD-ROM Products	Account #/Location

**Westlaw Roaming**

If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

\_\_\_\_\_ **Initial to block roaming access**

**Miscellaneous**

1. **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.

2. **Settling a Disputed Balance.** Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

3. **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.

4. **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://legalsolutions.com/schedule-a-concourse-case-notebook-hosted>. Excluded Charges may change after at least 30 days written or online notice.

5. **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.

6. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor 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.

7. **Transportation Charges.** Print and CD-ROM Products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at our then current carrier rate.

8. **Applicable Law.** 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 non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

9. **Thomson Reuters General Terms and Conditions,** apply to all products ordered, except print and is located at [legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf](http://legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf). In the event of a conflict between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

10. **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 [legalsolutions.com/ThomsonReuters-General-Terms-Conditions-PST.pdf](http://legalsolutions.com/ThomsonReuters-General-Terms-Conditions-PST.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.

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

**ACKNOWLEDGMENT**

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

**Printed Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**Signature**   X   \_\_\_\_\_

<b>For Credit Card Transactions only:</b>	Visa _____	Master Card _____	Am Ex _____
Card # _____	Expir. Date _____	Total Amt. to Charge for this Order _____	
Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.			

# West/CLEAR PROFLEX Attachment



## Locations

Account #	Name	Address	City, State Zip	Allocation
1000681530***	ALBANY COUNTY ATTORNEY EUGENIA CONDON	112 STATE ST RM 600	ALBANY, New York 12207	25.0000
	ALBANY COUNTY OFFICE OF THE ALTERNATIVE PUBLIC DEFENDER	112 STATE ST., STE 720	ALBANY, NY 12207	9.4800
	ALBANY COUNTY REGIONAL IMMIGRATION ASSISTANCE CENTER	112 STATE ST., RM 830	ALBANY, NY 12207	1.7200
	ALBANY COUNTY ASSIGNED COUNSEL PROGRAM	112 STATE ST., RM 820	ALBANY, NY 12207	2.5900
1000559056	ALBANY COUNTY PUBLIC DEFENDER STEPHEN W HERRICK	112 STATE ST FL 2	ALBANY, New York 12207	21.5500
1000681524	ALBANY COUNTY DISTRICT ATTORNEY ALBANY COUNTY JUDICIAL CTR	6 LODGE ST FL 4	ALBANY, New York 12207	39.6600

\*\*\* denotes primary location

## West PROFLEX Products and Components

Service Number	Product Name	Quantity	User Type
42510228	Gvt - Westlaw Edge National Primary	125	Attorney
42077755	Gvt - Analytical Plus for Government	125	Attorney
41933475	Westlaw Litigation Collection, Enterprise access	125	Attorney
42074924	Drafting Assistant (Per Seat)	5	Per Seat
41988413	Gov - West LegalEdCenter for Government	125	Attorney

**Total Monthly Charge: \$12,748.75**

## Lapsed Online/CD by Location

Account #	Service Number	Product Name
1000559056	40757482	WL WEST PROFLEX BANDED
1000559056	41933475	Gvt - Litigation For Government (Westlaw PRO&trade;)
1000559056	41988413	Gov - West LegalEdCenter for Government

## Billing Method

Decentralized Billing by Customer Defined Allocation

Each participating account location with the subscriber firm/organization will receive a monthly invoice and usage report. Each location identified per the West PROFLEX Addendum will be invoiced based on a percentage allocation of the monthly rate assigned per the allocation indicated below.