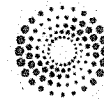


WEST ORDER FORM-ProFlex
for WestlawPRO, Software
and Practice Solutions Subscribers
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



THOMSON REUTERS™

Check West account status below as applicable:		Rep Name & Number Burton, Linda (U0003027)		*** R E Q U I R E D ***
New <input type="checkbox"/> (NACI Form attached)		Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)		
Existing with no changes <input type="checkbox"/>		Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)		
Acct #	1000681530	Quote #		
Name/Subscriber ALBANY COUNTY ATTORNEY		PO #		
Order Confirmation Contact Name		Date		
E-Mail		Bill To Acct #		
Password Contact Name (for password delivery)				
E-Mail				
Time and Billing Contact Name				
E-Mail				I F N E E D E D
MSA Jurisdiction		Contract #	Option #	
Permanent Address Change <input type="checkbox"/>		One-Time Ship To <input type="checkbox"/>	Additional Ship To <input type="checkbox"/>	
Additional Bill To <input type="checkbox"/>				
Name		Attn:		
Address		Suite/Floor		
City		State	County	Zip

	ProFlex Products				
Full Svc #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Quantity *	Monthly Banded Rate	Other	Total Monthly Charges
40757482	ProFlex				\$9,900.00
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 \$ 9,900.00

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 3.00 % over the first 12 months; Monthly Charges for the third 12 months will be 3.00 % 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.

	Banded Products Subscriptions	
--	--------------------------------------	--

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.

Internal Corporate Use Only		BND
------------------------------------	--	------------

Technical Contact for Westlaw Patron Access

Technical Contact Name (please print): _____

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Patron Access: IP Address: _____

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

IP Address Range _____

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

For Internal Office Use Only

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

	ProFlex Renewals	
--	-------------------------	--

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.

	Online/CD-ROM Products to be Lapsed	
--	--	--

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. 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. 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 ☒ _____

For Credit Card Transactions only:

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



THOMSON REUTERS

Locations

Account #	Name	Address	City, State Zip	Allocation
1000681530***	ALBANY COUNTY ATTORNEY COUNTY OFFICE BLDG	112 STATE ST RM 600	ALBANY, New York 12207	32.5000
1000559056	ALBANY COUNTY PUBLIC DEFENDER	60 S PEARL ST STE 4	ALBANY, NY 12207	25.5000
1000681524	ALBANY COUNTY DISTRICT ATTORNEY ALBANY COUNTY JUDICIAL CTR	6 LODGE ST RM 401	ALBANY, NY 12207	42.0000

*** denotes primary location

West PROFLEX Products and Components

Service Number	Product Name	Quantity	User Type
42074924	Drafting Assistant	5	Per Seat
41988413	Gov - West LegalEdCenter	90	Attorney
41933475	Gvt - Litigation	90	Attorney
42077755	Gvt - Analytical	90	Attorney
42510228	Gvt - National Core	90	Attorney

Total Monthly Charge: \$9,900.00

Lapsed Online/CD by Location

Account #	Service Number	Product Name
1000681530	40757482	WL WEST PROFLEX BANDED
1000681524	40988734	Government Select Level 1 States 9-11 points (WestlawNext™)
1003912741	40988638	WN Custom Pro

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.

Condon, Eugenia

From: Racette, Keri (Government) <Keri.Racette@thomsonreuters.com>
Sent: Thursday, September 10, 2020 1:08 PM
To: Condon, Eugenia; Orth, Heather; Simpson, Bethany
Cc: Guillotte, Yvonne (Government)
Subject: RE: Albany County Westlaw Agreement

Hi Eugenia,

Yes, happy to provide that information. Each department will receive their own bills as you do today. The breakdown as per the allocation on the top of page 4 in the agreement is:

- Albany County Attorney: \$3,217.50/mo.
- Albany County PD: \$2,524.50/mo.
- Albany County DA: \$4,158.00/mo.

Thank you!

Keri

From: Condon, Eugenia <Eugenia.Condon@albanycountyny.gov>
Sent: Thursday, September 10, 2020 1:02 PM
To: Racette, Keri (Government) <Keri.Racette@thomsonreuters.com>; Orth, Heather <Heather.Orth@albanycountyny.gov>; Simpson, Bethany <Bethany.Simpson@albanycountyny.gov>
Cc: Guillotte, Yvonne (Government) <Yvonne.Guillotte@thomsonreuters.com>
Subject: RE: Albany County Westlaw Agreement

Thank you. Could I please ask for a break down per department so we know what each unit would be billed? Currently the PD and County Attorney receive their own monthly bills. The DA would be looking for their own bills as well. I think Heather is looking for her cost.

From: Racette, Keri (Government) <Keri.Racette@thomsonreuters.com>
Sent: Thursday, September 10, 2020 12:57 PM
To: Condon, Eugenia <Eugenia.Condon@albanycountyny.gov>; Orth, Heather <Heather.Orth@albanycountyny.gov>; Simpson, Bethany <Bethany.Simpson@albanycountyny.gov>
Cc: Guillotte, Yvonne (Government) <Yvonne.Guillotte@thomsonreuters.com>
Subject: Albany County Westlaw Agreement

Good afternoon Eugenia, Heather and Bethany,

Thank you for your patience as we worked through the details of the county-wide contract with all offices.

Attached please find a new agreement - a couple of important notes:

- This agreement incorporates the DA into the existing County Attorney/PD agreement. The DA's two current accounts are combined into one in this agreement.
- This agreement accounts for 5 additional DA users not included under the current contract, for a total of 40 DA attorney users (and 90 county-wide attorney users total).
- This agreement offers the DA access to all of the terrific upgraded content in the county agreement including the Westlaw Edge platform and much more robust content offerings including National Core (50 state + federal primary law), full Analytical (secondary sources) and litigation materials, along with access to our CLE service,

West Legal Ed Center! We are certain that the users in the DA's office will be thrilled with the tremendous enhancement in content!

Please let us know if you have any questions. Thank you!

Best,
Keri

Keri (Vanderwarker) Racette, Esq.

Account Manager, State and Local Government (Upstate NY)

Thomson Reuters

the answer company

(518) 478-3392

keri.racette@thomsonreuters.com

This e-mail is for the sole use of the intended recipient and contains information that may be privileged and/or confidential. If you are not an intended recipient, please notify the sender by return e-mail and delete this e-mail and any attachments. Certain required legal entity disclosures can be accessed on our website:

<https://www.thomsonreuters.com/en/resources/disclosures.html>

Confidentiality Notice: This fax/e-mail transmission, with accompanying records, is intended only for the use of the individual or entity to which it is addressed and may contain confidential and/or privileged information belonging to the sender, including individually identifiable health information subject to the privacy and security provisions of HIPAA. This information may be protected by pertinent privilege(s), e.g., attorney-client, doctor-patient, HIPAA etc., which will be enforced to the fullest extent of the law. If you are not the intended recipient, you are hereby notified that any examination, analysis, disclosure, copying, dissemination, distribution, sharing, or use of the information in this transmission is strictly prohibited. If you have received this message and associated documents in error, please notify the sender immediately for instructions. If this message was received by e-mail, please delete the original message.