



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE COUNTY ATTORNEY
COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 600
ALBANY, NEW YORK 12207-2021
(518) 447-7110 - FAX (518) 447-5564
WWW.ALBANYCOUNTY.COM


EUGENIA KOUTELIS CONDON
COUNTY ATTORNEY

YORDEN C. HUBAN
DEPUTY COUNTY ATTORNEY

KEVIN M. CANNIZZARO
FIRST ASSISTANT COUNTY ATTORNEY

MEMORANDUM

TO: Hon. Joanne Cunningham
Chairwoman, County Legislature

FROM: Eugenia Koutelis Condon 
County Attorney

DATE: October 23, 2024

RE: Request for Legislative Action
Agreements with Thompson Reuters and CeriFi
For Westlaw Legal Research Services Software Package
Contract Period: January 1, 2025 to December 31, 2025

Attached is a completed request for Legislative Action for a renewal of the Westlaw Legal Research Services Software Package utilized by the attorneys and legal staff in the County. Please note, with this renewal, we have increased our user capacity from 137 users to 147 users at the request of the Public Defenders Office. The per use fee has increased by 5 percent and the annual fee with the increase in user accounts is now \$181,167.72. Please note, as of last year, the CLE portion of this agreement is with a separate vendor but is included as part of the package and is also included in this request.

This agreement provides for a license to conduct legal research for every attorney in County government. In addition, paralegals and other non-attorney staff have authorized access to Westlaw and non-legal department heads who have requested access to certain journals also have access. The Agreement is broken into four components for control of assignment of licenses and billing. The District Attorney assigns its own licenses and receives its own monthly billing. The Public Defender assigns its own licenses and receives its own monthly invoice. The Assigned Counsel Program assigns its own licenses and handles its own billing. The Alternate Public Defender assigns its own licenses and handles its own billing. Finally, the Law

Department assigns licenses for all Assistant County Attorneys, the Director of Employee Relations, the Department of Immigration, Sheriff's Counsel, Counsel to the County Executive and Legislative Counsel. Invoices are paid by the Law Department with chargebacks to the Departments.

Of note, while the County Departments no longer update their West libraries, this software is a supplement to the hard cover books that most of the law departments continue to house in their departments.

If you have any questions, please advise **me**. Thank you for your attention to this matter.

EKC:e
Enclosures

Cc: Rebekah N. Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel
David Reilly, Commissioner of Management and Budget

Check West account status below as applicable:		Rep Name & Number <u>Keri Racette - 6070368</u>		*** R E Q U I R E D ***
New <input type="checkbox"/>				
Existing with no changes <input type="checkbox"/>		Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)		
Acct #	<u>1000681530</u>	Quote #		
		PO #		
Name/Customer <u>ALBANY COUNTY ATTORNEY</u>		Date <u>10/10/2024</u>		
Order Confirmation Contact Name <u>Eugenia Condon</u>		Bill To Acct #		
E-Mail <u>eugenia.condon@albanycountyny.gov</u>				
Password Contact Name (for password delivery) <u>Eugenia Condon</u>				
E-Mail <u>eugenia.condon@albanycountyny.gov</u>				
Time and Billing Contact Name				I F N E E D E D
E-Mail				
MSA Jurisdiction		Contract #		
		Option #		
Permanent Address Change <input type="checkbox"/>		One-Time Ship To <input type="checkbox"/>		I F N E E D E D
Additional Ship To <input type="checkbox"/>		Additional Bill To <input type="checkbox"/>		
Name		Attn:		
Address		Suite/Floor		
City		State County Zip		

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
 B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions (available here: <http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions. This Order Form is subject to our approval.

ProFlex Products						
Full Svc #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Quantity *	Monthly Banded Rate	Other	Total Monthly Charges	Minimum Term (Months)
40757482	ProFlex	147			\$13,382.31	12
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 (initial Term) \$ \$13,382.31

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form. You are also responsible for all Excluded Charges as defined below.

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.

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 we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

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 customers 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	
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You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. 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, we reserve the right to increase your charges as applicable.

Internal Corporate Use Only		BND
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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	
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Sub Matl #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)

Monthly Charges for the Initial Renewal Year are set forth above, and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (Form #1113) to the Order Form.

Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

	Online/CD-ROM Products to be Lapsed	
Full Svc #	Online/CD-ROM Products	Account #/Location
40757482	WL WEST PROFLEX BANDED	

	Westlaw Roaming	
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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	
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1. **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 customer, United States federal law will apply and any claim may be brought in any federal court.
2. **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.
3. **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 customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.
4. **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.
5. **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.
6. **Cancellation Notice.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.
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. **Confidentiality of Ordering Document.** You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

	Product Specific Terms	
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9. **Additional Terms for Services with Generative AI Skills:** The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium), listed on this order form, and are incorporated into this order form by reference: <http://tr.com/genai-terms>.
10. **CoCounsel Core and CoCounsel Drafting Product Specific Terms:** The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: <http://tr.com/cocounselcore-and-drafting-product-specific-terms>.
11. **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

12. **Drafting Tools Product Specific Terms.** The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder; Internal Agreements) on this order form, and are incorporated by reference: <http://tr.com/drafting-tools-product-specific-terms>.

ACKNOWLEDGMENT

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

Printed Name _____

Title _____

Date _____

Signature X _____

Locations

Account #	Name	Address	City, State Zip	Allocation
1000681530***	ALBANY COUNTY ATTORNEY EUGENIA CONDON	112 STATE ST RM 600	ALBANY, New York 12207	22.1000
1000007135	ALBANY COUNTY OFFICE OF THE ALTERNATIVE PUBLIC DEFENDER	112 STATE ST., STE 720	ALBANY, NY 12207	7.9300
1000009350	ALBANY COUNTY REGIONAL IMMIGRATION ASSISTANCE CENTER	112 STATE ST., RM 830	ALBANY, NY 12207	1.4400
1000023662	ALBANY COUNTY ASSIGNED COUSEL PROGRAM	112 STATE ST., RM 820	ALBANY, NY 12207	2.1700
1000559056	ALBANY COUNTY PUBLIC DEFENDER STEPHEN W HERRICK	112 STATE ST FL 2	ALBANY, New York 12207	27.4800
1000681524	ALBANY COUNTY DISTRICT ATTORNEY ALBANY COUNTY JUDICIAL CTR	6 LODGE ST FL 4	ALBANY, New York 12207	38.8800

*** denotes primary location

West PROFLEX Products and Components

Service Number	Product Name	Quantity	User Type
42510228	Gvt - Westlaw Edge National Primary	147	Attorney
42077755	Gvt - Analytical Plus for Government	147	Attorney
41933475	Westlaw Litigation Collection, Enterprise access	147	Attorney
42074924	Drafting Assistant (Per Seat)	6	Per Seat

Total Monthly Charge: \$13,382.31

Lapsed Online/CD by Location

Account #	Service Number	Product Name
1000681530	40757482	WL WEST PROFLEX BANDED

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.

CONFIDENTIAL

CERIFI
ORDER FORM
Quote Number (ACA-25)



This Order Form, effective as of the date signed by Customer below, by and between CeriFi with offices at 3625 Brookside Pkwy Suite 450, Alpharetta, GA 30022 US and

Albany County Attorney at 112 St Street Albany, New York 12207-2000 US

(Referred to hereinafter as "Customer"), for the initial term with a requested start date of 01/01/2025 and an expiration date of 12/31/2025 ("Initial Term").

*Actual start date may vary from requested start date to allow processing time needed for properly executed Order Forms.

Firm: Albany County Attorney

Individual: Eugenia Condon

Address: 112 STATE ST
ALBANY, NEW YORK 12207-2000
UNITED STATES

Phone/Email: (518) 447-7114
eugenia.condon@albanycountyny.gov

Product Description	Type of Product	Qty/ Users	Requested Start Date	Expire Date	Payment Plan: Monthly	Yearly Total
West LegalEdcenter	Full Access Subscription	147	1/1/2025	12/31/2025	\$1,715.00	\$20,580.00

TERMS OF USE AGREEMENT

PLEASE READ THIS TERMS OF USE AGREEMENT ("TOU") CAREFULLY. By accessing and using this platform, portal, website, mobile application, including any services, resources or any physical materials made available or enabled (each a "Service" and collectively, the "Services") or clicking "I agree", you agree to be bound by the terms and conditions of this TOU. This TOU is a binding legal document between you (sometimes referred to as "you" or "your") and CeriFi, LLC, and its subsidiaries, affiliates, and partners (collectively referred to as "Company", "us", "our", or "we"). The TOU constitutes the entire agreement between you and Company regarding your use and access. You may be subject to additional terms and conditions if another entity is providing you access. This TOU incorporates by reference any applicable agreement the Company has with that entity and supersedes all prior or contemporaneous communications of any kind between you and the Company with respect to the Services. If the TOU is inconsistent with or silent to that agreement, the terms of that agreement shall be controlled.

DO NOT ACCESS THE SERVICES IF YOU DO NOT AGREE TO THESE TERMS OF USE.

- 1. THE PURPOSE OF THESE SERVICES.** We offer these Services to you as compliance, informational, and training tools only. The design and function of the Services and its contents in electronic or physical form, such as, but not limited to, information, questions, text, graphics, images, audio and video files, user help files, user interface, layout and presentation, and data relating to your use of the Services, and other material contained in the Services ("Company Content") are for compliance, informational, and training purposes only.
- 2. REVISIONS TO THIS TOU.** We may revise and update this TOU from time to time without prior notice to you and will post the updated TOU to a Service available to you. ANY CHANGES TO THIS TOU WILL APPLY IMMEDIATELY UPON POSTING. Any changes to this TOU will not apply retroactively to events that occurred prior to such changes. Your continued use of the Services after any updates are effective represents your agreement to the revised version of the TOU and will constitute acceptance of, and agreement to, any such changes. You further waive any right you may have to receive direct notice of such changes from the TOU. You are responsible for regularly reviewing the TOU. You are free to reject any of the changes, in which case your sole relief is to stop using any and all Services.
- 3. YOUR LICENSE TO ACCESS THE SERVICES AND COMPANY CONTENT**
 - 3.1 License Grant.** Subject to the terms and conditions of this TOU, the Company hereby grants you a limited, revocable, non-exclusive, non-transferable right to access and use the Services and the resources made available therein. Any use of the Services or resources in excess of this license is strictly prohibited and constitutes a violation of this TOU, which may result in the termination of your right to access and use this Services.
 - 3.2 Access to Services and Company Content.** Your access to and use of the Services and Company Content accessible therein are subject to these additional terms and conditions.

Rep Name

Rep Number

Rep Email Address

Quote Number

Ruben Munoz

404-282-5488 Ext. 2345

Ruben.munoz@cerifi.com

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(a) **"Cloud-Based" Access.** Company Content accessible by a Cloud-Based Service is when you log in via a web-based portal or mobile application or software-as-a-service model with a unique username and password to access remotely Services and Company Content hosted by Company and which is not located locally or installed on your computer or mobile device. You will have unique authentication credential(s) to access the Services. Authentication credentials can include a user-id and password, certificates, or other methods that uniquely identify and authenticate you or a computer system. User-ids may be created by Company on your behalf, or they may be created by another entity on your behalf. You are responsible for maintaining (including the confidentiality of) the credentials and will be solely liable for all activities that occur under such credentials or arising from the disclosure of the credentials. You should immediately notify the Company of any unauthorized use. You agree that the credentials may not be shared and may only be used by one user.

(b) **"Installed Software" Access.** Company Content accessible by Installed Software Service is when software is installed and deployed physically on a single mobile device or computer that you own or control and run for personal or internal business purposes, and accessing the Services does not require an Internet connection. You shall not sell, assign, sublicense, or transfer the software to a third party or duplicate or transfer the software to another device or storage facility.

(c) **"Physical Material" Access.** Company Content accessible by Physical Material Service is tangible, physical material, including but not limited to, books, flashcards, notebooks, or printed versions of electronic material, and can be delivered to your personal or business address.

(i) **Purchase.** By making a purchase, you agree that you have read the item description before making a purchase, submitted appropriate payment for item(s) purchased, and provided accurate shipping information to the Company. Buyers may authorize a payment with any major credit or debit card accepted by Company, by certain bank transfer services. By using a third-party service, such as PayPal, you may also be subject to an agreement with the third party.

(ii) **Shipping.** The Physical Materials will be delivered to the address provided during the purchase process. Shipping prices are determined by the shipping location, the number of items ordered, the shipping method selected at checkout, as well as the type of item(s) ordered. The processing time is different for each item and can be located on the item's description page. Transit time begins once the order has completed processing and has shipped from our facility. Delivery expectations also vary based on the shipping method chosen at checkout. Depending on the item(s) you purchase and the shipping address, different shipping methods may be used at the Company's discretion. Risk of loss will remain with the Company while the physical materials are in transit and transfers when delivered to designated location.

(iii) **Returns and Refunds.** For returns and requests, visit the terms and conditions website area of the specific Company Service in which the product was purchased as Company returns and refunds vary by Service in which you purchased.

(d) **"Class" Access.** Company Content accessible through a Class Service includes but is not limited to in-person classes, live sessions available online, class sessions that were recorded and are available to replay, webinars, virtual events, seminars, and conferences. You must register and/or pay for a Class beforehand unless the Class specifically waives registering and/or payment. Failure to register or pay may result in not being able to attend the Class. You are responsible for arranging and paying for any necessary travel plans and accommodations. You may not (1) record, broadcast or live stream the audio and/or video of the Class to anyone who isn't an authorized participant; (2) reproduce materials distributed at or in connection with the Class, nor (3) use or reproduce any trademarks, service marks or other trade names appearing at the Class, in any materials distributed at or in connection with the event, for any reasons without the prior written permission of Company. You may not remove or obscure any proprietary notices from the materials distributed at or in connection with the Class, for any reason.

(i) **COVID-19.** By registering for an in-person Class, you accept the inherent risk of COVID-19 exposure. An inherent risk of exposure to COVID-19 exists in any place where people gather. COVID-19 is an extremely contagious disease that can lead to severe illness and death. Company cannot guarantee that attendees will not become infected with COVID-19. You assume all risks, hazards, and dangers arising from or relating in any way to the risk of contracting a communicable disease or illness, including, without limitation, exposure to COVID-19 or any other bacteria, virus, or other pathogen capable of causing a communicable disease or illness, whether that exposure occurs before, during, or after the Class, and regardless of how caused or contracted, and you hereby waive any and all claims and potential claims against Company relating to such risks, hazards, and dangers.

(ii) **Class Contingencies.** Cancelling, postponing, rescheduling, moving, recording, or any other methods of delivering Class content instead of providing access as originally scheduled is determined on a Class-by-Class basis. If your Class is canceled, postponed, rescheduled, or moved, we will attempt to contact you to update you on the status of the Class, and inform you of any refund, credit, or exchange procedures. Any refund and/or credit policies are determined on a Class-by-Class basis by the Company and may be subject to limitations set by the Company. If the Company approves refunds and/or credits, we will send you a notification explaining your options, and you may submit a request for a refund or credit.

(iii) **Responsibilities.** You are responsible for and/or will take all necessary steps to ensure proper use of our Class, including any materials distributed at or in connection with the Class in accordance with all usage instructions and regarding your conduct at our Class, ensuring that your participation or behavior does not cause any disruptions or hinder the Class to affect the enjoyment of the Class by other attendees.

3.3 License Limitations. Except as expressly permitted by the terms of this TOU, you shall not:

(a) copy, modify, adapt, translate, or otherwise create derivative works of the Services, Company Content or intellectual property or any software, services, or other technology of the third-party vendor(s) or hosting partner(s) who provide the infrastructure, hardware, software, networking, storage, and related technology required to operate and provide the Services.

(b) store, distribute, post, upload or transmit any media through the Services that (i) is or is reasonably perceived to be unlawful, harmful, threatening, bullying, libelous, defamatory, obscene, harassing, racially or ethnically offensive, inciting hatred or invasive of a person's privacy; (ii) that facilitates or promotes illegal activity, violence,

Rep Name

Rep Number

Rep Email Address

Quote Number

Ruben Munoz

404-282-5488 Ext. 2345

Ruben.munoz@cerifi.com

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- discrimination based on race, gender, color, religious or philosophical belief, sexual orientation, disability or any other illegal activities; (iii) depicts or contains sexually explicit or pornographic images; and/or
- (iv) infringes the intellectual property rights of a third party.
- (c) introduce any virus, worm, malware, spyware, Trojan horse or other harmful or malicious code to the Services. (d) do anything which may negatively impact the Services IT system or environment or availability of the Services. (e) attempt to duplicate, modify, copy, adapt, distribute, market, lease, create derivative works from or resell the Services (or any part of it including any of the software in or accessible through it) or the Company Content.
- (f) access and use the Services in order to build a product or service competitive with the Services.
- (g) attempt to decompile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any part of the Services (including any of the software in or accessible through it) or to discover or disclose the source code, methods and concepts embodied in the Services (including any of the software in or accessible through it) except as may be allowed by any applicable law notwithstanding contractual prohibition;
- (h) alter, obscure, remove, conceal or otherwise interfere with any markings on or in the Services which refer to Company or its licensors or includes any trademarks or logos; (i) circumvent or manipulate any of the restrictions or security-related features within the Services; or (j) engage in any deceptive, unfair or misleading practice and/or in violation of applicable law.

3.4 Acceptable Use of the Services. You are responsible for the way in which you access and use the Services and for any materials stored, posted or uploaded to, or distributed or transmitted through, the Services by or on behalf of you. You shall use commercially reasonable efforts to prevent any unauthorized access to or use of the Services and, in the event of any such unauthorized access or use, shall promptly notify Company. You shall comply with all applicable laws, regulations, rules and codes with respect to your activities relating in any way to your use or exploitation of the Service and Company Content. Your access to these Services and Company Content are provided on a temporary basis with no guarantee for future availability. We reserve the right to withdraw or modify any content or services we provide through the Services without notice.

- 4. YOUR MATERIALS.** Any information, comments, postings, text, images, messages, files, suggestions, ideas, feedback, recommendations, and/or other materials you post, transmit through, link on, or publish through the Services either electronically or physically (collectively, your "Material(s)") are your sole responsibility. Under no circumstances will we be liable in any way for your Materials or for any loss or damage of any kind incurred as a result of the use of any of your Materials made available on the Services. By uploading, transmitting, posting, or otherwise publishing your Materials, you grant to us a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, edit, publish, post, transmit, and distribute your Materials in order to provide you with the access and functionality you have signed up for.
- 5. OWNERSHIP.** Other than your Materials, you acknowledge that the Services, Company Content and all intellectual property contained therein, including, but not limited to, text, works of authorship, software, music, sound, photographs, video, graphics, and third party materials, is proprietary to Company and its licensors, and Company and its licensors retain exclusive ownership of the same throughout the world, including all related copyrights, trademarks, service marks, patents, trade secrets or other intellectual property and proprietary rights thereto. Except for the limited express license granted to you under this TOU, Company and its licensors retain all right, title or interest in and to the Services and Company Content.
- 6. SYSTEM UNAVAILABILITY.** There may be times when the Services are unavailable due to technical errors or for maintenance and support activities. We do not represent, warrant, or guarantee that the Services will always be available or are completely free of human or technological errors.
- 7. ERRORS.** The Services may contain typographical mistakes, inaccuracies, or omissions and some information may not be complete or current. We expressly reserve the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice. We do not make any representation or warranty concerning accuracies, errors, omissions, delays, or defects in the Services or any information supplied to you via the Services, or that files available through Services are free of viruses, worms, Trojan horses, or other code that include or manifest contaminating or destructive characteristics.
- 8. COMPATIBILITY.** You must provide the equipment and Internet connections necessary to access the Services at your own expense. We do not guarantee that the Services will operate with your computer, mobile device, internet service plans, or mobile provider service plans or with any particular computer or other piece of hardware, software, equipment, or device you install on or used with your computer.
- 9. NO GUARANTEES.** THE SERVICES AND THE COMPANY CONTENT (COLLECTIVELY, THE "SYSTEM") ARE PROVIDED "AS IS". WE DO NOT WARRANT OR MAKE ANY PROMISES REGARDING THE CORRECTNESS, USEFULNESS, ACCURACY, AVAILABILITY, OR RELIABILITY OF (I) YOUR USE OR THE RESULTS OF YOUR USE OF THE SYSTEM; (II) ANY ADVICE YOU GLEAN FROM THE SYSTEM; OR (III) ANY CONTENT, PRODUCTS OR SERVICES AVAILABLE THROUGH THE SYSTEM. WE DO NOT PROMISE THAT THE SYSTEM WILL BE UNINTERRUPTED OR WILL BE ERROR-FREE, OR THAT ANY DEFECTS WILL BE CORRECTED. THERE IS NO WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADDITIONAL STATEMENTS OUTSIDE THE TERMS OF THIS TOU, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE, WHETHER MADE BY OUR EMPLOYEES OR OTHERWISE, IS A WARRANTY OR PROMISE BY US AND WE HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY SUCH STATEMENTS. WE WILL HAVE NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY COMMUNICATION, OR CONTENT.
- 10. COMPANY IS NOT LIABLE TO YOU FOR YOUR USE OF SERVICES.** We are not responsible for any damages to you or anyone filing suit on your behalf for any reason. COMPANY AND ITS SUPPLIERS, LICENSORS, PARENT, OR AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ASSIGNEES OR SUCCESSORS-IN-INTEREST, WILL NOT BE

Rep Name

Rep Number

Rep Email Address

Quote Number

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LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, CLAIMS, DEMANDS, LOST PROFITS, OR CAUSES OF ACTION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE, RELATING TO THIS TOU, YOUR USE OF THE SYSTEM OR ANY INFORMATION YOU OBTAIN ON IT, OR ANY OTHER INTERACTION WITH THE SYSTEM AND YOU VOLUNTARILY AND UNEQUIVOCALLY WAIVE ANY LIABILITY OF COMPANY.

YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES WILL BE TO STOP USING THE SERVICES.

IN ANY EVENT, THE MAXIMUM TOTAL LIABILITY OF COMPANY, ITS SUPPLIERS, LICENSORS, PARENT, OR AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND ASSIGNEES OR SUCCESSORS-IN-INTEREST, FOR ANY CLAIM WHATSOEVER RELATING IN ANY WAY TO THIS TOU, INCLUDING CLAIMS FOR BREACH OF CONTRACT, TORT (INCLUDING, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, AND YOUR SOLE REMEDY SHALL BE AN AWARD FOR DIRECT, PROVABLE DAMAGES NOT TO EXCEED THE AMOUNT YOU PAID TO COMPANY TO ACCESS THE SERVICES.

11. INDEMNIFICATION. YOU WILL HOLD HARMLESS, INDEMNIFY, AND DEFEND COMPANY, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES (COLLECTIVELY, "COMPANY PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS (INCLUDING ANY AND ALL LIABILITIES, DAMAGES, LOSSES, COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES ARISING THEREFROM) RELATING TO ANY ACTION OR PROCEEDING BROUGHT BY A THIRD PARTY AGAINST ANY ONE OR MORE OF THE COMPANY PARTIES (I) ALLEGING INJURY, DAMAGE, OR LOSS RESULTING FROM YOUR USE OF THE SYSTEM; (II) ALLEGING THAT YOUR MATERIALS INFRINGES A COPYRIGHT, PATENT, OR TRADEMARK OR MISAPPROPRIATES A TRADE SECRET OF A THIRD-PARTY; (III) RELATED TO ANY ACT OR OMISSION BY YOU WHICH IS A BREACH YOUR OBLIGATIONS UNDER THIS TOU; AND (IV) YOUR USE OF INFORMATION OR RESULTS OBTAINED THROUGH THE SERVICES.

You will have the right to defend and compromise such claim at your expense for the benefit of the Company Parties; provided, however, you will not have the right to obligate the Company Parties in any respect in connection with any such settlement without the written consent of the indemnified party. Notwithstanding the foregoing, if you fail to assume your obligation to defend, the Company Parties may do so to protect their interests and you will reimburse all costs incurred by the Company Parties in connection with such defense.

12. GOVERNING LAW. This TOU will be governed by the laws of the State of New York, USA without regard to the conflict of laws principles thereof. If any dispute, controversy, or claim cannot be resolved by a good faith discussion between the parties, then it shall be submitted for resolution to a state or Federal court or competent jurisdiction in Albany County, New York, and the parties hereby agree to submit to the jurisdiction and venue of such court.

13. Privacy Policy. Company collects, stores, maintains, and shares information about you in accordance with its Privacy Policy, which is available at <https://cerifi.com/privacy-policy>, except where prohibited by prior agreement, federal, state, local, or other laws. By accepting this TOU, you acknowledge that you hereby agree and consent to the terms and conditions of our Privacy Policy.

14. Term. This TOU shall commence on the date of your acceptance and continue until the expiration or termination of all orders. If not otherwise stated in the order form, the TOU will automatically renew annually unless either of you or Company gives the other at least thirty (30) days written notice before the end of the then current term. All of your usage rights end immediately upon termination. Terminating the TOU will not relieve you of your obligation to pay any amounts you owe up to and including the date of the termination.

Authorized Customer Signature

Date

Name of Authorized Customer Signatory -- please print

Signature above indicates acceptance of the terms and conditions of sale outlined within this Order Form.

Rep Name

Rep Number

Rep Email Address

Quote Number

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		Billing from Thomson Reuters		Billing from CeriFi	
		2025	2025	2025	Total
		Allocation	Westlaw/mo.	WLEC/mo.	Monthly Rate
1000681530	Albany County Attorney	22.10%	2957.36	379.02	3336.38
1000007135	Albany County Office of Alternate Public Defender	7.93%	1061.21	136.00	1197.21
1000009350	Albany County Regional Immigration Asst. Center	1.44%	192.40	24.70	217.09
1000023662	Albany County Assigned Counsel Program	2.17%	290.41	37.22	327.63
1000559056	Albany County Public Defender	27.48%	3677.70	471.28	4148.98
1000681524	Albany County District Attorney	38.88%	5203.22	666.79	5870.01
TOTALS		100.00%	13382.31	1715	15097.31

**Allotted
attorney users**

33	
12	
2	
3	
40	
57	Plus 6 Drafting Assistant seats
147	