

STATE OF OKLAHOMA

DEPARTMENT OF CENTRAL SERVICES

CENTRAL PURCHASING DIVISION
2401 NORTH LINCOLN BOULEVARD
SUITE 116
OKLAHOMA CITY OK 73105
405-522-0702

NOTICE OF CONTRACT AWARD

CONTRACT TITLE: WEST PUBLISHING CORPORATION- ONLINE LEGAL SERVICES

CONTRACT NUMBER: SW 804A

CONTRACT DATES: April 01, 2011 through December 20, 2011

AGREEMENT PERIOD: December 21, 2009 through December 2015

AUTHORIZED USERS.....All State Agencies-

This contract is not available to Correctional, Patron Access, or Academic (non-general counsel) use.

Contract Priority.....This contract is a Non-Mandatory Statewide Contract that is available to State Agencies and Authorized Users. Prior to issuing any orders against this contract, agency data personnel shall ensure they have documented their Technology Plans to reflect a competitive process and followed the appropriate OSF DPS Planning Approval as mandated by State Statues. This documentation shall be readily available to the State Purchasing Director or designee for audit and review.

Contract Terms and Conditions....By using this contract, all end users agree to abide by the terms and condition outlined in the attached agreements and any addendums that maybe issued.

Pricing Clause.....This contract allows the supplier to provide a fixed price for products and services based on the attached price lists. All products and services not included in the fixed price lists and are not a part of the contract pricing shall be competitively bid this shall include products and services that are deemed as special offers, bundling etc.

Contract Performance.....It is important that all concerned parties view this contract in a professional manner. It is in the best interest of the State of Oklahoma that vendor performance is monitored by Agencies and any infractions of the contract by either Agencies or Awarded Vendors will be reported to the contracting Officer listed below.

Delivery.....Deliveries to be made within thirty days after issuance date of purchase order, by a state agency. Delivery requested is critical to awarding contract (s) and failure to adhere to the terms of the contract can be grounds for cancellation of award.

F.O.B......Prices are FOB Requesting Agency and include packaging, handling, and shipping and delivery charges fully prepaid by the vendor unless otherwise stated in the Line Item Description

Contractor Services..... The State of Oklahoma shall not guarantee any minimum or maximum amount of the supplier services that may be required under this contract.

Ordering.....Any services to be furnished under this contract shall be ordered by the issuance of written purchase orders by the state agencies and authorized entities. All orders are subject to the terms and conditions of this contract. Any purchase order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

Oral Agreements.....No Oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation or contract. All modifications to the contract must be made in writing by DCS.

Cancelation Clause.....This contract shall be in force until the expiration date or until thirty (30) days after notice has been given by either party of its desire to terminate the contract. Any such termination shall not relieve the State of Oklahoma and its authorized users of its obligations to pay all fees accrued up until the date of any such termination.

Non-Appropriation Clause.....The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

Termination for Convenience.....The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

Contract Term, Renewal and Extension Option.....The initial Contract period shall begin on the effective date and shall extend through One (1) Year unless renewed, extended or terminated in accordance with applicable Contract provisions. Under Oklahoma law, DCS may not contract for a period longer than one (1) year. By mutual consent of the parties hereto, it is intended that there will be four (4) options to renew, each for duration of one (1) year. DCS, at its sole option, may choose to exercise an extension for a maximum of 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If option is exercised, DCS will notify the contractor in writing prior to contract end date.

Notification to exercise the option to renew the Contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The Contract shall be contingent upon approval by DCS. If a decision is made not to exercise an option period, notice shall be sent at least 30 days prior to the end of the current contract period.

Audit and Records Clause: (a)As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. **(b)** The contractor is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the three-year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

Limitation of LiabilityTo the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma Law, such limitation of liability shall be void.

West agrees to indemnify subscriber in respect to all actual damage, expenses, fines, judgments and cost, including attorney fees, arising from the negligence, acts or omissions of West, West's agents, Subcontractors, and assigns, in connection with performance of this agreement. Without waiving any defense or immunity, and subject to the Oklahoma Governmental Tort Claims Act, subscriber agrees to bear all expenses, fines and judgment which may arise form any acts or omissions of its officials or employees in connection with this agreement.

Choice of Law.....Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

Choice of Venue.....Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma

Information Technology Access Clause(Section 508 Compliance) Pursuant to Title 74, Section 85.7d and OAC 580:15-6-21 electronic and information technology procurements, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance.

EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc.

1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications not requiring development and/or customized by the Contractor from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards.

2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance will be necessary on the Contractor's part. Such requirements will be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the Contractor, from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the Contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards ("Standards") **after** the State has tested and confirmed that the product, system or application meets the accessibility requirements in the Standards.

Voluntary Product Accessibility Product (VPAT) Requirements.....Participating agencies to print a product VPAT by entering the product description or part number, obtained from the State of Oklahoma contractor's website, at http://www.ok.gov/OSF/documents/isd_itas.doc.

West Publishing Corporation Accessibility information is available at west.thomson.com/about/accessibility or upon request, so that the purchasing entity can assure products conform to applicable standards.

The [Supplier/Contractor/Consultant/Construction Manager/etc.] certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

Contract Management Fees..... As provided by State Statute § 85.33A, the Department of Central Services assesses an administrative fee in the sum of 1% on all sales transacted by any entity under this Contract.

Failure to remit the fee quarterly may result in cancellation of the contract. The State Administration Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement. Contract Management Fees shall not be reflected in Contractor's billing to participating State Agencies and Authorized Users

Payment shall be made by company check payable to DCS – Central Purchasing Division ***within 30 calendar days*** from the completion of the quarterly reporting period stated under the section titled "Contract Usage Reporting". To ensure payment is properly credited, the Contractor must identify the check as an "Administrative Fee" and include the following information with the payment: the ***Applicable State Contract Number, report amount (s), and reporting period covered.***

The Administrative Fee should be mailed to:
Department of Central Services
Central Purchasing Division
P. O. Box 528803
Oklahoma City, Oklahoma 73152-8803
Attention: Hurtisine Franklin

Contract Usage Report..... Contractor agrees to submit a Contract Usage Report; said report shall be submitted on a quarterly basis. Contractor agrees to annotate the resultant amount of the Contract Management Fees on the quarterly "Contract Usage Report" which shall include the following: the ***Applicable State Contract Number, report amount (s), and reporting period covered.*** *Failure to submit quarterly usage report may result in cancellation of the contract.*

Contract Usage Reporting RequirementsContractor shall use Excel format for usage reports.

- a. Reports shall be submitted quarterly regardless of quantity.
- b. Usage reports must be submitted electronically
- c. Reports must be submitted within thirty (30) - calendar days after the end of a contract quarter
- d. Contract quarterly reporting periods shall be as prescribed herein.
 - January 01 through March 31
 - April 01 through June 30
 - July 01 through September 30
 - October 01 through December 31

Reports will be submitted via e-mail to: Hurtisine.Franklin@dcs.state.ok.us

Invoices.....Contractor shall be paid upon submission of proper invoice(s) to the agency at the prices stipulated on the contract. Invoices shall contain the purchase order number. Failure to provide proper invoices may result in delay of processing invoices for payment.

If payment is made more than 45 days after a proper invoice has been submitted, the vendor may be entitled to claim interest penalty. Contact the Office of State Finance @ (405) 521-2141, for a copy of the regulations.

Patents and RoyaltiesContractor without exception shall indemnify and hold harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured or used in the performance of the contract. If the contractor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

West Group agrees to the following. "Supplier without exception shall indemnify and hold harmless the State of Oklahoma and its employees from liability related to the performance of this contract of any nature or kind, including cost and expenses for or on account of any copyrighted, patented invention, process, or article manufactured or used in the performance of the contract"

Equal Opportunity and Discrimination.....The Contractor is an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive Orders 11246 and 11375. The provider assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

LobbyingThe Contractor certifies compliance with the Anti-Lobbying law, Section 1325, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000.00 as defined at 45 CFR 93, Section 93.105 and 93.110.

Drug-free Workplace.....The Contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 45 CFR part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610.

Environmental ProtectionIf the payments pursuant to the contract are expected to exceed \$100,000.00, the Contractor must comply with the Section 306 of the Clean Air Act (42 U.S.C. 1857 (L)), Section 508 of the Clean Water Act (33 U.S.C. 1638), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R Part 15), which prohibits the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities.

Assignment.....Contractor's obligations under this contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Department of Central Services, Central Purchasing Division.

Severability.....If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Failure to Enforce.....Failure by the State of Oklahoma at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the State of Oklahoma to enforce any provisions at any time in accordance with its terms.

Licensed Software.....Under no circumstances will the Contractor be required to install or maintain software packages that it has reason to believe are not properly licensed. All software/software licensing previously installed by the agency remains the responsibility of the agency. Software used by the Contractor in performance of this contract is the responsibility of the Contractor.

Order of Precedence.....When there is a conflict between the Agreement, Addendum (s) to Order form, Agency Purchase Order and the Oklahoma State Statutes, the order of precedence is as follows: Oklahoma State Statutes, Agreement, Addendum to Order Form and Agency Purchase Order.

- For questions concerning this contract, please contact the undersigned-contracting officer:
- Hurtisine Franklin
- State of Oklahoma Department of Central Services
- Central Purchasing Division
- Telephone (405) 522-0436
- Fax (405) 522-1078
- E-Mail Address: Hurtisine.Franklin@dcs.state.ok.us

PRODUCT INFORMATION/ VENDOR INFORMATION

Supplier Name: West Publishing Corporation
Address: 610 Opperman Drive
Eagan, MN 55123-1396
Telephone: (651) 687-7000

PeopleSoft Vendor ID: 000019031
PeopleSoft Contract ID 2978

Item ID	Description
1000008968	Schedule A to Westlaw® Subscriber Agreement -Plan 2A Unlimited Government Primary Legal Only
1000008969	Add-On Libraries- Plan 2A Unlimited Government Primary Legal Only
1000008970	Schedule A to Westlaw® Subscriber Agreement -Plan 2B Unlimited Government-Primary Legal and Public Records Only
1000008971	Add-on Libraries- Plan 2B Unlimited Government-Primary Legal and Public Records Only
1000008972	Schedule A to Westlaw® Subscriber Agreement -Plan 2C Unlimited Government Oklahoma WestlawPRO w/KeyCite All
1000008973	Add-on Libraries- Plan 2C Unlimited Government Oklahoma WestlawPRO w/KeyCite All
1000008965	Schedule A to Westlaw® Subscriber Agreement -Plan 2D Unlimited Government Oklahoma WestlawPRO+ w/KeyCite All
1000008966	Add-on Libraries- Plan 2D Unlimited Government Oklahoma WestlawPRO+ w/KeyCite All
1000008964	CLEAR- Data Deliveries for Law Enforcement
1000023662	Westlaw Next
1000028442	Inmate Access-Primary w/KeyCite all Correctional Library -Plan 2E
1000028443	Inmate Access Oklahoma Correctional State Plus Library -Plan 2F
1000028444	Case Production -Plan 2G
1000028445	Patron Access Oklahoma Essentials Library-Plan 2H
1000028446	Patron Access all Primary Nat'l Analytical Library- Plan 2I Database OK Formfinder

Vendor Contact Information
West, a Thomson Reuters business

Cody Miller, Member of the Oklahoma Bar
Sales Representative
cody.miller@thomsonreuters.com
Direct dial: 918.955.2645
Fax: 866.259.4173

Index

Notice of Contract Award	i
Product Information/ Vendor Information Sheet	ii
Vendor Contact Information	iii
Index	iv
Contract	
Westlaw Subscriber Agreement	Attachment A
West Order Form	Attachment B
Westlaw Next Information Sheet	Attachment C
Westlaw 50 State Surveys Information Sheet (Add-on Libraries)	Attachment D

Subscriber Plans

Schedule -2A

Westlaw Plan 2A- Legal only-

Westlaw.com or WestlawNext.com (wl.com andwlnext.com)

1. Available databases, features and services w/ Fixed Price List w/Excluded databases features and services.
2. Add-on Libraries-w/Fixed Price List w/excluded databases, features and services.

Schedule -2B

Westlaw Plan 2B- Legal and Public Records only-

Westlaw.com or WestlawNext.com (wl.com and wlnext.com)

1. Available databases, features and services w/Fixed Price List w/excluded databases features and services.
2. Add-on Libraries-w/Fixed Price List and exceptions.

Schedule 2C

Westlaw Plan 2C- Oklahoma Westlaw Pro w/KeyCite

Westlaw.com or WestlawNext.com (wl.com and w/next.com)

1. Available databases, features and services w/Fixed Price List w/excluded databases features and services.
2. Add-on Libraries-w/Fixed Price List and exceptions.

Schedule 2D

Westlaw Plan 2D- Oklahoma Westlaw Pro w/KeyCite All

Westlaw.com or WestlawNext.com (wl.com and w/next.com)

1. Available databases, features and services w/Fixed Price List w/excluded databases features and services.
2. Add-on Libraries-w/Fixed Price List and exceptions.

Schedule-2E & 2F

Correctional Facilities (Inmate)

Westlaw Plan 2E-Fixed Price List

Inmate Access Primary w/KeyCite all Correctional Library

Westlaw Plan 2F- Fixed Price List

Inmate Access Oklahoma Correctional State Plus Library

Westlaw Clickwrap Agreement

Westlaw Purchase Form Correctional Facilities –Inmate Access

Includes Subscriber Certification w/two access option

Option 1- Westlaw per Terminal Option

Option 2- Westlaw Passwords and QuickView+

Schedule 2G

Westlaw Plan 2G Case Production

1. Plan 2G Fixed Price List
2. Production Description
3. West Master Software Subscriber Agreement

Schedule 2H & 2I

Westlaw Plan 2H Fixed Price List

Patron Access Oklahoma Essentials Library

Westlaw Plan 2I Patron 2I Fixed Price List

Access all Primary Nat'l Library Analytical Library Database OK Formfinder

Subscriber Agreement WestlawPRO™ Westlaw Patron Access for State and Local Law Libraries

CLEAR-

(Consolidated Lead Evaluation and Reporting) Data Deliver for Law Enforcement)

- CLEAR Pro Basic –Fixed Price List –Option 1
- CLEAR Pro Advanced –Fixed Price List –Option 2
w/Product/Service /Information Sheet for Option 2 Services
- CLEAR –Fixed Transaction Rate Price List –Option 3
w/Product/Services Information Sheet for Option 3 Services

- CLEAR Services –Subscriber Agreement &
- CLEAR Terms and Conditions
- CLEAR Order Form

- Clear Information & Users Guide



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000019031
WEST GROUP
610 OPPERMAN DR
EAGAN MN 55123-1396

Contract ID 000000000000000000000000002978		Page 1 of 2	
Contract Dates 05/10/2011 to 12/20/2012	Currency USD	Rate Type CRRNT	Rate Date 05/10/2011
Description: West Group Online Legal Svcs		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Cat CD / Item ID / Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	83121604 / 1000008968 Services: West Plan 2A-Primary Legal	1.00	0.00	0.00	0.00
2	80121609 / 1000008969 Services: Plan 2A Add-on Libraries-Primay Legal	0.00	0.00	0.00	0.00
3	83121604 / 1000008970 ServicesS: West Plan 2B-Primary Legal & Public Recs	0.00	0.00	0.00	0.00
4	80121609 / 1000008971 Services: Plan 2B Add-on Libraries-Primary Legal & Public Recs	0.00	0.00	0.00	0.00
5	83121604 / 1000008972 Servbices: West Plan 2C-Okla Westlaw Pro w/Keycite all	0.00	0.00	0.00	0.00
6	80121609 / 1000008973 Services: Plan 2C Add-on Libraries-Okla Westlaw Pro w/Keycite all	0.00	0.00	0.00	0.00
7	83121604 / 1000008965 Services:West Plan 2D Okla Westlaw Pro+w/Keycite all	0.00	0.00	0.00	0.00
8	80121609 / 1000008966 Services: Plan 2D Add-on Libraries Okla Westlaw Pro+w/Keycite all	0.00	0.00	0.00	0.00
9	81111902 / 1000008967 Services: Clear- Data Del for Law Enfrmnt	0.00	0.00	0.00	0.00
10	83121604 / 1000023662 Services: Legal research-Westlaw Next	0.00	0.00	0.00	0.00
11	83121604 / 1000028442 Services:Plan2E Inmate Access Primary w/Key Cite all Correctional Library	0.00	0.00	0.00	0.00

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000019031
 WEST GROUP
 610 OPPERMAN DR
 EAGAN MN 55123-1396

Contract ID 0000000000000000000002978		Page 2 of 2	
Contract Dates 05/10/2011 to 12/20/2012	Currency USD	Rate Type CRRNT	Rate Date 05/10/2011
Description: West Group Online Legal Svcs		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Cat CD / Item ID / Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
12	83121604 / 1000028443 Services: Plan2F Inmate Access Oklahoma Correctional State Plus Library	0.00	0.00	0.00	0.00
13	83121604 / 1000028444 Service: Plan2G Case Production	0.00	0.00	0.00	0.00
14	83121604 / 1000028445 Services:Pan2H Patron Access Oklahoma Essentials Library	0.00	0.00	0.00	0.00
15	83121604 / 1000028446 Services: Plan2I Patron Access all Primary Nat'l Library Analytical Library Database OK Formfndr	0.00	0.00	0.00	0.00

COMMENTS:

12/22/2012- Exercised year (2) two option to renew of four (4) year renewal option.

05/10/2011-PeopleSoft contract ID # 2481- ending changed to 05/06/2011-New PeopleSoft contract generated-ID#2978 to correct UNSPSC Code error.

All terms and conditions shall remain the same.

03/25/2011-Year One (1) renewal-with three (3) one year remaining
 Contract Period: 04/01/2011 through 12/20/2011

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

The State of Oklahoma Terms and Conditions for Oklahoma Statewide Contract # SW804-A has been duly executed, signed, and accepted by an Authorized representative of WEST, a Thomson Reuters business ("West") regarding Westlaw and West Publishing Corporation d/b/a West Government Services ("West") regarding CLEAR and an authorized representative for the State of Oklahoma.

The State of Oklahoma
Department of Central Services
Central Purchasing Division
Telephone (405) 521-2110

West Publishing Corporation
610 Opperman Drive
St. Paul MN 33164-1803
Telephone (651) 687-8000


Signature

Steve Hagar
Print Name

Deputy Director State Purchasing
Title
3/25/11
Date


Signature

Eileen Gillespie
Print Name

SP Director of Contract Management
Title
3/24/11
Date

Attachment A

Westlaw® Subscriber Agreement

AGREEMENT entered into between _____ (“Subscriber”) and WEST, a Thomson Reuters business (“West”) regarding Westlaw, its computer assisted legal research service, as follows:

1. License.

a. Grant. Subscriber is granted a non-exclusive, non-transferable, limited license to access Westlaw. Westlaw consists of various West-owned and third party databases, services, functions and remotely-accessed gateways (collectively “Features”) which may change from time to time. Access to certain Features may be restricted. Subscriber is licensed to use data made available on Westlaw (“Data,” which includes “Downloaded Data” as defined below) solely in the regular course of legal and other research and related work. Certain Features are licensed subject to paragraphs 2 through 4 or subject to “Additional Terms” (as defined below), all of which take precedence over the license granted in this paragraph. Except as otherwise provided with respect to certain Data, the license includes the right to download and temporarily store insubstantial portions of Data (“Downloaded Data”) to a storage device under Subscriber’s exclusive control solely (i) to display internally such Downloaded Data and (ii) to quote and excerpt from such Downloaded Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work product created by Subscriber in the regular course of its research and work. Subscriber may also create printouts of Data for internal use and for distribution to third parties for purposes that are consistent with the terms and conditions of this Agreement if such third parties agree not to further distribute the printouts. Subscriber may, on an occasional basis and via Westlaw functionality, direct West to transmit individual documents in electronic format to individual internal user(s). Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms of paragraph 2 herein.

b. Limitations. Subscriber may not copy, download, scrape, store, publish, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell or otherwise use the Data, or any portion of the Data, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with West’s prior written permission, or (iii) if not expressly prohibited by this Agreement or by the “Additional Terms”, as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in Subscriber’s work product. Subscriber shall not sell, license or distribute Data (including printouts and Downloaded Data) to third parties or use Data as a component of or as a basis for any material offered for sale, license or distribution.

c. Rights in Data. Except for the license granted in this Agreement, all rights, title and interest in Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors (“Contributors”).

d. Additional Terms. Certain third-party Features are governed by terms and conditions which are different from those set forth in this Agreement (“Additional Terms”). Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online. Additional Terms may be modified effective upon West giving Subscriber notice (in writing or online) of the modification. By using Features governed by Additional Terms, Subscriber agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement.

2. West Proprietary Data. Subscriber may, via Westlaw functionality, direct West to transmit West-proprietary documents (i.e., documents not licensed by West from third parties) in electronic format to internal user(s) or to a third party who is an individual if such third party agrees not to further disseminate such documents. Subscriber acknowledges its responsibility in assuring compliance with the foregoing by any third party to whom Subscriber transmits West-proprietary documents pursuant to the preceding sentence. Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms set forth herein. West further grants a non-exclusive, non-transferable, limited license to individual Westlaw users within Subscriber entities to store and use West-proprietary Downloaded Data (as defined above) in a searchable database maintained in connection with an ongoing project of the user (“Project Database”). Such database must consist preponderantly of users’ work product with access limited to those internal users actively working on the project. The West-proprietary Downloaded Data may be maintained in the Project Database so long as the project remains active or until any termination of this Agreement, whichever occurs first. Retention of Downloaded Data in a Project Database after the project ends, in an archival database as used as a research tool or in a database accessible to external users is prohibited. West further grants to Subscriber a limited, non-exclusive, non-transferable license to include West-proprietary Downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such West-proprietary Downloaded Data in connection with or as part of a brief is limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. Any further distribution is prohibited without written permission of West. West-proprietary Downloaded Data included in such briefs must retain West copyright notices and indicate that use of, distribution and dissemination to the permitted parties is with the permission of West.

3. West Legal Directory™. Subscriber may use Data contained in West Legal Directory (“WLD”) internally in the regular course of Subscriber’s business. Subscriber may also create printouts of insubstantial portions of Data consisting of individual WLD listings or selected names

and addresses for its own use. Use of WLD to create mailing or marketing lists for commercial purposes or for distribution to third parties is prohibited.

4. Usage Restrictions. Subscriber shall not use any Data and shall not distribute any Data to a third party for use in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data as a factor in establishing a consumer’s eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. § 1681b). Subscriber acknowledges that access to certain Data available on Westlaw, including but not limited to credit header Data, motor vehicle Data, driver license Data, and voter registration Data is regulated by state or federal laws, such as the Gramm Leach Bliley Act (“GLBA”), the Driver’s Privacy Protection Act (“DPPA”), or other state or federal laws and regulations, or is subject to Contributor restrictions. Subscriber agrees not to access such Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to Contributor restrictions. West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, believes that the Data may be used for an improper purpose or otherwise in violation of the terms of this Agreement, or that the terms of West’s Contributor agreements requires West to block such access. By accessing Data, Subscriber acknowledges that from time to time, West and its Contributors and/or various government entities may require Subscriber to identify a permissible use and may inquire as to Subscriber’s compliance with applicable laws or this Agreement. Subscriber agrees to cooperate with any inquiry, subject to any attorney-client confidentiality. Subscriber shall report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.

5. Charges and Modification of Charges. Charges payable by Subscriber for access to Westlaw (“Westlaw Charges”) will commence on the date West processes Subscriber’s order. Westlaw Charges will be as stated in the Schedule A Price Plan elected by Subscriber or as otherwise agreed upon in writing by the parties. Westlaw Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online. Charges are exclusive of sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days from date of invoice. If full payment is not made, Subscriber may be charged up to the maximum legal interest on any unpaid balance.

6. Westlaw Software and westlaw.com™.

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

b. westlaw.com. westlaw.com is an Internet-based service that provides access to Westlaw. West grants Subscriber a non-exclusive, non-transferable, limited license to use westlaw.com (including all versions and updates). Subscriber may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of westlaw.com nor may Subscriber reproduce all or any portion of the components of westlaw.com. Subscriber may use Data cached in Subscriber’s local disk drive solely in support of its use of westlaw.com. Certain software used by Subscriber may not be capable of supporting westlaw.com. The performance of westlaw.com varies with the manufacturers’ equipment with which it is used.

7. Disclaimer of Warranties and Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ANY SCHEDULE OR LICENSE AGREEMENT, WESTLAW, FEATURES, DATA, SOFTWARE AND WESTLAW.COM ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER’S EXCLUSIVE REMEDY AND WEST’S, ITS AFFILIATES AND/OR CONTRIBUTORS’ ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO WESTLAW, FEATURES, DATA, SOFTWARE OR WESTLAW.COM WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF WESTLAW CHARGES PAID BY SUBSCRIBER RELATIVE TO THE SPECIFIC FEATURE (i.e., DATABASE, SERVICE, FUNCTION OR GATEWAY), THE SOFTWARE OR WESTLAW.COM, AS APPLICABLE, WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. NOTWITHSTANDING THE FOREGOING, WEST AGREES TO INDEMNIFY SUBSCRIBER IN RESPECT TO ALL ACTUAL DAMAGES, EXPENSES, FINES, JUDGMENTS AND COSTS, INCLUDING ATTORNEY FEES, ARISING FROM THE NEGLIGENCE, ACTS OR OMISSIONS OF WEST, WEST’S AGENTS, SUBCONTRACTORS, AND ASSIGNS, IN CONNECTION WITH PERFORMANCE OF THIS AGREEMENT.

WITHOUT WAIVING ANY DEFENSE OR IMMUNITY, AND SUBJECT TO THE OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT, SUBSCRIBER AGREES TO BEAR ALL EXPENSES, FINES, AND JUDGMENTS WHICH MAY ARISE FROM ANY ACTS OR OMISSIONS OF ITS OFFICIALS OR EMPLOYEES IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, ITS AFFILIATES OR CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON DATA; (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT OR USE OF, OR INABILITY TO USE, WESTLAW, FEATURES, DATA, SOFTWARE OR WESTLAW.COM, EVEN IF WEST, ITS AFFILIATES AND/OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (iii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERING DATA. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. NEITHER WEST NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO WESTLAW WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF WESTLAW ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA.

8. Responsibility for Certain Matters. Subscriber may access Westlaw from additional Subscriber locations upon prior notice of such location. Subscriber is responsible for notifying West in writing of persons to whom Westlaw passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of Westlaw passwords. Subscriber is also responsible for all access to and use of Westlaw, including Features, Software and westlaw.com by Subscriber's personnel or Westlaw passwords, whether or not Subscriber has knowledge of or authorizes such access and use.

9. Limitation of Claims. Except for claims relating to Westlaw Charges or improper use of Westlaw, Features, Software or westlaw.com, no claim, regardless of form, which in any way arises out of this Agreement, may be made, nor such claim brought, under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

10. Term and Termination. This Agreement will become effective upon approval and acceptance by West in St. Paul, Minnesota, and will continue in force until terminated by either party upon at least 30 days prior written notice of termination to the other party; provided, however, that this Agreement may not be terminated prior to one year after the date Subscriber first accesses Westlaw unless otherwise provided in a Special Offer Amendment to the Westlaw Subscriber Agreement. Notwithstanding the foregoing, (i) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties; (ii) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if West reasonably believes that Subscriber's use of Data violates any applicable law or regulation, this Agreement or may result in a risk to public safety, including but not limited to the safety of private individuals; (iii) Subscriber may terminate this Agreement immediately upon giving written notice of termination to West after receiving notice of an amendment (as permitted under paragraphs 1(d) and 11) which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber; and (iv) either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

11. Effect of Agreement. This Agreement (which includes all current and future Schedules, Additional Terms and license agreements and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written or online notice. Any other amendment must be in writing and signed by both parties.

12. Force Majeure. West's performance under this 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.

13. Notices. Except as otherwise provided herein, all notices must be in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: Customer Service, and to Subscriber at the address set forth below.

14. General Provisions. This Agreement will be governed by and construed under the law of the state of Oklahoma, U.S.A. without regard to conflicts of law provisions. Neither this Agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement. West, as used herein, applies to West Publishing Corporation, Thomson Reuters Applications Inc., West Services Inc., Thomson Reuters (Legal) Inc., and their affiliates.

15. Ideas and Concepts. Any and all title, ownership rights, and intellectual property rights concerning any ideas, concepts, suggestions, materials and the like that Subscriber provides to West regarding Westlaw, westlaw.com or Westlaw Software shall become the exclusive property of West and may be used for its business purposes in its sole discretion without any payment, accounting, remuneration or attribution to Subscriber.

SUBSCRIBER

Signature _____

Name (please print) _____

Title _____

Date _____

Firm Name _____

Address _____

Contact _____

Telephone _____

Sales Representative _____

Westlaw PASSWORDS (optional) – Attach list for additional names.

NAME	PASSWORD	ATTORNEY	
Please Print (last, first)	ISSUE	YES	NO

Contact: _____

E-mail for password delivery: _____

If Subscriber is a non-Westlaw Special Offer subscriber, the applicable Schedule A Price Plan _____ (*must be completed*) is attached hereto.

Attachment B

<u>Check West account status below as applicable:</u>		Rep Name & Number _____	*** R E Q U I R E D ***
New _____ (NACI Form attached)	Existing with Increase Credit Limit _____ (NACI Form attached)		
Existing with no changes _____	Existing with changes _____ (Permanent name change must attach a Customer Name Change Form)		
Acct # _____	PO # _____	Date _____	I F N E E D E D
Name/Subscriber _____		Bill To Acct # _____	
Order Confirmation Contact Name _____			
E-Mail _____			
Westlaw Password Contact Name (for password delivery) _____			
E-Mail _____			
Permanent Address Change _____	One-Time Ship To _____	Additional Ship To _____	Additional Bill To _____
Name _____		Attn: _____	
Address _____		Suite/Floor _____	
City _____	State _____	County _____	Zip _____

	Westlaw Per Password Option	
--	------------------------------------	--

Sub Matl #	Westlaw Library	Per Password Rate	Total Monthly Charges

Notes:
 The Total Monthly Westlaw Charges above shall be valid for the Oklahoma State-wide Agreement period beginning **December 21, 2010** through **December 20, 2011**.
 December 21, 2011 through December 20, 2012

2011 Total Monthly Charges \$ _____

Monthly Westlaw Charges are billed on the date West processes Subscriber's order. Excluded Charges may be modified as set forth in the Subscriber Agreement (as set forth in the Statewide Contract). Subscriber is responsible for all Excluded Charges as incurred.

_____ Number of attorneys or users are employed by Subscriber at the location identified above.

Westlaw Passwords and QuickView+

Last Name	First Name, M.I.	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)

Subscriber shall authorize which Westlaw password(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to accuracy of charges or other information on QuickView+.

Authorized QuickView+ Password Holder _____ Password _____ Authorized Acct. # _____

Passwords. Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED.

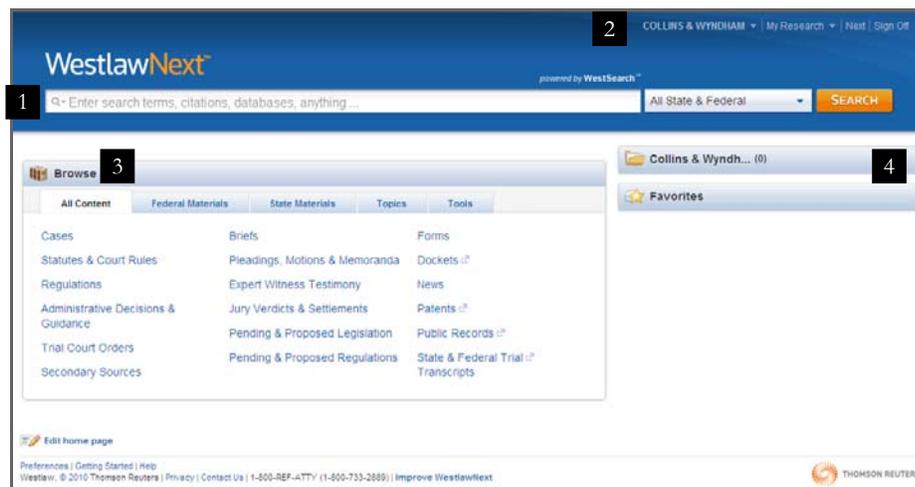
Returns. Westlaw Charges are non-refundable.

Attachment C

WESTLAWNEXT

WestlawNext is a complete legal research system that dramatically improves legal research efficiency, productivity, and confidence.

- **Efficiency.** Searching on WestlawNext is more like searching on the Web. It's easy to perform a search that searches everything at one time and then displays the most relevant results at the top of the results list.
- **Productivity.** New tools in WestlawNext help researchers to organize things the way they want, share information with others, and create a better work product.
- **Confidence.** An innovative and complex search engine takes all of the things that make Westlaw the market leader and ties them all together in one search. A WestSearch result helps researchers feel more confident that they have found the complete answer.



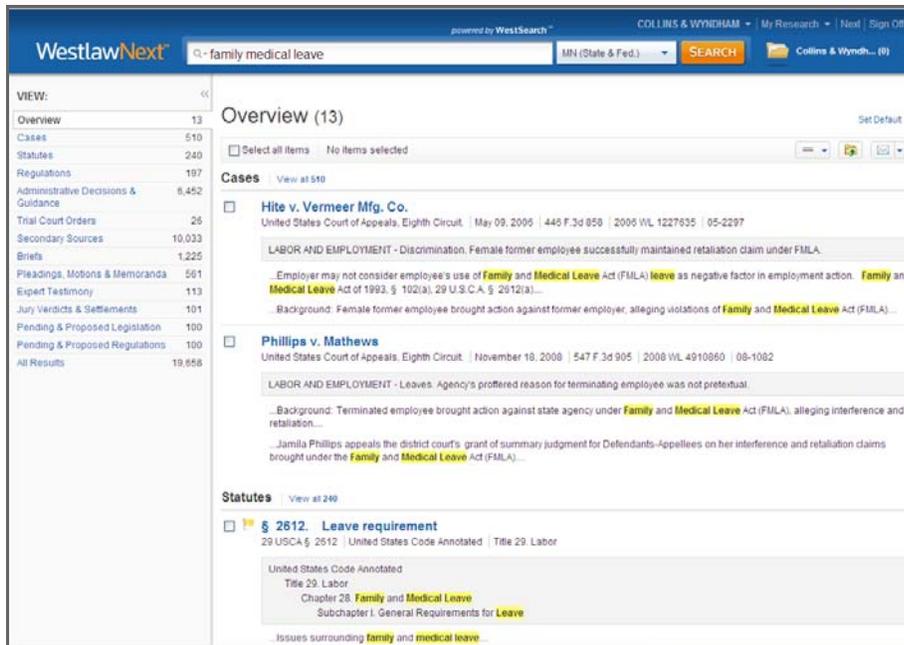
1. The header at the top of the page is available from any WestlawNext page. It includes the new Search box that lets users enter searches and more.
2. Researchers can easily access previous research and change client IDs to reflect their current research activity.
3. The Browse Content section lets researchers browse to specific content instead of using the Search box.
4. Researchers can quickly access their research in folders, favorites, and frequently used items.

WestlawNext's simple and intuitive interface results in less training and a better use of a researcher's time.

WestSearch

Researchers want to be able to enter simple input and get back the right results with the very best answers at the top. WestlawNext dramatically improves searching to meet this clear and fundamental expectation. Researchers are not required to pick a database and results are more inclusive and better ranked.

The multi-functional Search box at the top of every WestlawNext page recognizes plain language, Terms and Connectors, citations, KeyCite commands, party names, databases, and category page names. Researchers simply type their issue in the Search box and select a jurisdiction. Regardless of the search method selected, the WestSearch engine takes the input and provides on-point results, even when relevant documents don't include the search terms entered in the Search box.



The left column provides the search results (including the number of documents found) for each of the core content categories from the jurisdiction selected. You can drill down further into a category by clicking on it.

The right column contains the Overview content. This content shows the most relevant documents from each of the content categories, which helps you see documents from content categories that might normally have been overlooked. The gray shaded boxes contain a short description of the documents to help you determine quickly if the document is what you are looking for. Your search terms are also highlighted to help you evaluate the relevance of the document to your legal research issue.

WestSearch is powered by West’s market-leading research tools—KeyCite, the Key Number System, and ResultsPlus, along with document links, customer usage patterns, and editorial content. These relationships let WestSearch deliver the most relevant content at the top of the results.

A search on WestlawNext searches all of the content included in WestlawNext’s 12 categories of core content:

- Cases
- Statutes and court rules
- Regulations
- Administrative decisions and guidance
- Trial court orders
- Secondary sources
- Briefs
- Pleadings, motions, and memoranda
- Expert witness testimony
- Jury verdicts and settlements
- Proposed and pending legislation
- Proposed and pending regulations

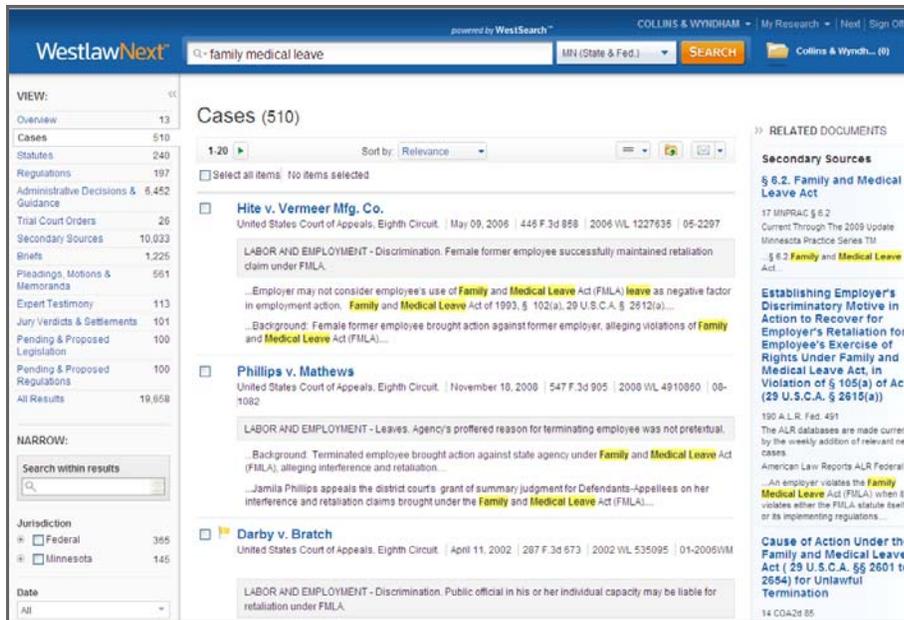
WestlawNext also provides access to news resources.

Please Note: Information available on Westlaw is being migrated to WestlawNext. The Tools tab in the Browse section of the welcome page provides access to the information that is not currently available on WestlawNext, including the following:

- Dockets
- Patents
- Public Records and PeopleMap
- Trial Transcripts
- 50 State Surveys
- Bill & Reg Tracking
- Black’s Law Dictionary
- Case Evaluator
- Company Information
- Expert Center
- FormFinder
- International Materials
- Judicial Motion and Reversal Reports
- Medical Litigator
- Profiler and Profiler Arbitrator

Exploring Search Results

The left column of a search result provides the results for each of the content categories from the jurisdiction selected. Researchers can drill down further into a category by clicking on it.

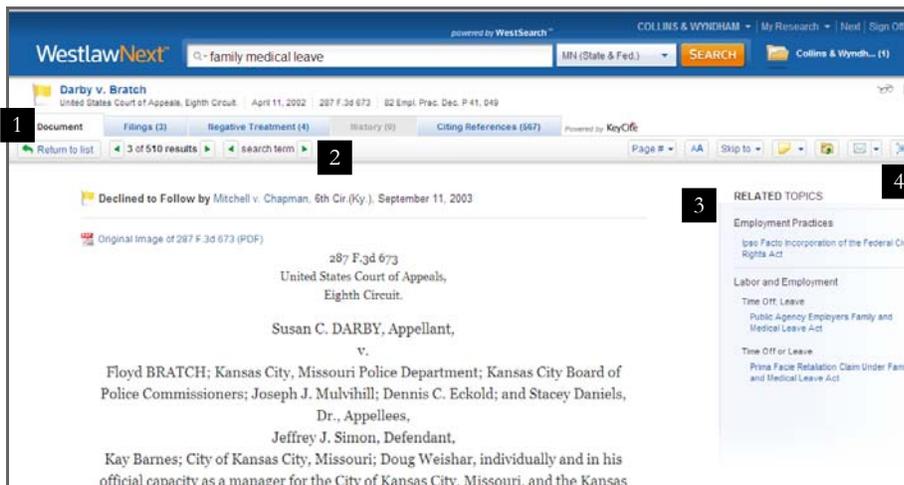


Clicking the Cases category in the left column shows just the results list for cases. The results page for any category is divided into three columns:

- The left column provides an expanded categorical results list that lets you narrow your search results within the selected category (in this case, cases).
- The middle column lists the cases along with the case summary and highlighted terms in context. By default, cases are sorted by relevance, but you can also sort by other factors such as date.
- The right column shows the most relevant results from other content categories, such as secondary sources and briefs.

Viewing and Navigating Search Results

WestlawNext lets researchers easily customize the type of information presented to them, including how much information is presented on the results page.



Documents on WestlawNext are presented in a full-page format. The addition of white space dramatically increases readability.

1. The tabs provide easy access to information related to the document, such as filings and KeyCite.
2. The tool bar simplifies navigation within results. You can easily move between and within documents.
3. The right column provides access to related issues for this document.
4. The Reading Mode icon lets you see the document in an easy-to-read, full-screen format.

Related Topics

WestlawNext significantly improves the thoroughness and accuracy of online legal research by searching “behind the scenes” to present related information throughout a research session. When viewing the search results for a specific content category (e.g., cases), the right column shows the most relevant documents from secondary sources, briefs, and other resources. WestlawNext’s powerful search algorithm identifies the significant issues within the document being viewed and then captures additional results that are relevant to that issue. This makes it very easy to probe more deeply into a specific issue identified from one of the on-point documents. Some of the key factors that assist in this powerful search tool are the key numbers and specific noun phrases in the document, documents cited within the document, and all citing references for the document.

Organizing Research

WestlawNext allows users to organize and manage their research by storing their documents and text snippets in dedicated folders by issue, client, or topic. Users have complete control of the folders on WestlawNext, including the folder name. They can save the document they are viewing with a few mouse clicks, or they can highlight portions of document and save that selected text to a folder. Users can even use drag-and-drop to add documents to a folder. Folders can be quickly accessed on all pages of WestlawNext by click the folder icon. This simplifies the effort in returning to previous research.

WestlawNext's new Notes and Highlighting feature allows users to highlight text online as they do with print materials. This helps researchers to refocus on their previous research when they return to a document. Users can type in their own personal notes on a particular case for future reference, make a note to themselves to follow up on something, and overall, keep their thought process going and productively captured.

Attachment D

INFORMATION FOR NEW ADD-ON LIBRARIES

WESTLAW 50 STATE SURVEYS

Westlaw 50 State Surveys provide a solution for the difficult research task of finding and comparing multi-state statutes and regulations. For example, most states have laws governing the same issues, but each state uses different words and numbers to name and organize the statute in their code sets. This makes constructing a multi-jurisdiction word search to find the relevant statutes in each state very challenging; if the correct words are not used, researchers may miss relevant statutes. The 50 State Survey eliminates the most challenging work involved in the research project and reduces the risk of missing statutes.

Westlaw 50 State Surveys saves time, improves efficiency, and provides complete results. Surveys are available from major legal topics, such as corporate liability, civil and criminal laws, employment, government and political activity, insurance, licenses, real estate, and health care.

The advantages of Westlaw 50 State Surveys include the following:

- In one search, researchers can compare statutes from all 50 states.
- Researchers can easily find and compare statutes even when states use different numbering systems or different terminology for the same concept.
- Westlaw provides citations to every comparable state statute, links to the text of statutes, and a summary analyzing key differences and commonalities.
- Researchers can begin their search with a plain-English search, or they can drill down through a topical table of contents.

CAPTITOL WATCH STATE LEGISLATION LIBRARY

This Library provides access to all 50 states' pending legislation. Below is a listing of the databases and identifiers included in this Library:

Identifier	Database Name
ST-BILLTXT	Bill Text--All Fifty States--Full Text
ST-BILLTRK	Bill Tracking--All States--Summaries and Status
ST-LH-MSG	Governors' Messages
LEG-CS	Netscan Committee Schedules
STATE-LH-AMD	State Amendment Text
STATE-LH-RPTS	State Committee Reports
STATE-LH-FN	State Fiscal Notes

CITE ADVISOR

West CiteAdvisor, a West exclusive, automates the formatting of legal citations and the creation of tables of authorities (TOA) in a researcher's word processing document and ensures that the document meets the standards of the appropriate court, publisher, or law professor.

The Citation Format Advisor feature of West CiteAdvisor lets users select their jurisdiction, types of authorities to include and the formatting rules they want to follow:

- The Bluebook
- ALWD Citation Manual
- Or the state-required rules for courts in California, Florida, Illinois, New York or Texas

Citation Format Advisor scans a copy of the document and identifies citations to authorities on Westlaw: cases, statutes, court rules, constitutions, regulations, administrative decisions, journals, articles and more. If the formatting does not follow the rules specified, it suggests changes users can accept or reject. No changes occur without a user's consent, so researchers remain in full control of their document.

The Table of Authorities (TOA) Builder feature automatically identifies legal citations in a document and builds the Table of Authorities, so researchers don't have to worry about accidentally missing any citations. Users specify where they want to insert the TOA and what style preferences it should follow, such as whether or not to include an authority's subsequent history.

West CiteAdvisor processes copies of word processing documents, so there are no worries about loss or alterations to the original documents. Also West CiteAdvisor:

- Uses secure, encrypted computer technology for transmission and processing on West's server.
- Is compatible with Microsoft Word, the most commonly used word processing software.
- Requires only a current Westlaw password and client identification to log in.
- Is accessible from the Web on citeadvisor.westlaw.com.

CORPUS JURIS SECUNDUM (CJS)

CJS helps researchers understand unfamiliar areas of law by providing links to cases, statutes, regulations, West Key Numbers, Restatements of the Law, and more. CJS covers the full breadth and depth of the law and is cited to tens of thousands times by the courts. It provides quick overviews of topics with Black Letter Summaries and is also fully integrated with the West Key Number System.

CRIMINAL AND ARREST RECORDS

Westlaw includes information on criminal offenders that is derived from state court and U.S. district court filings, state departments of corrections records, state sex offender registries, and the Office of Foreign Assets Control (OFAC). The content of a criminal record on Westlaw varies by source.

- State criminal conviction records typically include the name of the offender; basic case information, such as the court and case number; conviction, verdict, or disposition information; and basic information on the sentence imposed.
- State departments of corrections records typically include the name of the offender; basic identifying characteristics; basic offense information; and basic information on the sentence imposed.
- Federal criminal records typically include the name of the offender; basic case information, such as the court and case number; conviction, verdict, or disposition information; and attorney information.
- Selected records may also include a date of birth; state identification number; incarceration information (such as institution name and location); and parole and probation information.

In general, each criminal record on Westlaw represents a separate offense or crime, so multiple records may arise from a single incident that resulted in multiple charges.

Criminal Records Databases

- **Combined Criminal Records.** The Criminal Records–Combined database (CRIM-ALL) combines information on criminal offenders from state court and U.S. district court filings, state departments of corrections records, and state sex offender registries. The database also contains information from OFAC. Coverage varies by source.
- **State Criminal Records.** Criminal Records–Individual State databases are identified as CRIM-XX, where XX stands for the state’s two-letter postal identifier. Combined state criminal records are included in the CRIM-ALL database.

Criminal offender information is available from 41 states (all but Colorado, Delaware, Hawaii, Louisiana, Massachusetts, South Dakota, Vermont, West Virginia and Wyoming) and the District of Columbia. Sources vary among the states, with records provided by the administrative offices of the courts, the state departments of corrections, or by the departments of public safety. The levels of offense reported (felonies, misdemeanors, traffic offenses, etc.) vary by state.

- **Federal Criminal Records.** Federal criminal records are available in the Criminal Records–Federal database (CRIM-FED), and they are also included in CRIM-ALL. As available, federal criminal records from the U.S. district courts of a specified state are also included in CRIM-XX databases, where XX stands for the state’s two-letter postal identifier.

Federal criminal offender information is available from most U.S. district courts (all but the U.S. district courts in Alaska, S.D. Indiana, Nevada, New Mexico, the Virgin Islands, Guam, and the Northern Mariana Islands). Each record contains the nature of the charged offense and, when applicable, the case outcome.

- **State Sex Offender Registries.** Sex offender registry records are available in the Criminal Records–Sex Offender Registry database (CRIM-SOR) and they are also included in CRIM-ALL.

Information derived from sex offender registry records is available from all 50 states and the District of Columbia. The information provided varies by state. Some states only include information on high risk offenders released or convicted of an offense on or after a specific date. Records may not reflect the current residence, status, or other information regarding the registrant.

- **Office of Foreign Assets Control.** OFAC’s current listing of specially designated nationals and blocked persons is available in the Office of Foreign Assets Control database (OFAC) and is also included in CRIM-ALL.
- **Arrest Records.** The ARREST-ALL database contains arrest records from various county departments/agencies that collect arrest record information.

EXPERT CENTER BASIC

Westlaw Expert Center Basic provides access to premier resources customers need for finding an expert witness. One global search combines immediate results from the largest collection of online expert content allowing customers to quickly and confidently identify and assess the quality of their expert(s) and prepare to challenge opposing experts.

Powered by global search functionality, Westlaw Expert Center Basic includes the following: expert profiles, court-filed resumes, curriculum vitae, ALM Expert Witness Directory and National Physicians Directory.

EXPERT CENTER PREMIER

Westlaw Expert Center Premier provides the most comprehensive and integrated collection of expert resources for finding and investigating an expert on Westlaw. With one global search, customers have the ability to instantly access all of Westlaw's expert content and tools that are relevant in the context of their case allowing them to quickly and confidently identify and assess the quality of their expert(s) and prepare to challenge opposing experts.

Powered by global search functionality, Westlaw Expert Center Premier includes the following: Expert Investigation Reports All, Daubert Tracker, expert testimony documents, expert profiles, court-filed resumes, curriculum vitae, ALM Expert Witness Directory and National Physicians Directory.

MEDICAL LITIGATOR PREMIER

The Medical Litigator Premier Library on Westlaw brings together the best legal and medical information related to specific legal topics. Westlaw's advanced search technology features a new and exclusive thesaurus-powered search engine that seamlessly translates plain-English terms into the precise medical language needed to retrieve the most accurate and comprehensive medical information. The Medical Litigator Premier Library transforms complex medical information into extremely easy to understand, find, and deploy to the researcher's legal advantage.

Medical Litigator provides easy access to the same authoritative drug and disease information relied upon by doctors and medical clinicians, including the following:

- Approximately 100 full-text medical journals
- MEDLINE Abstracts (with same-day document delivery service for the full-text articles)
- Medical guides, textbooks, and dictionaries
- High-definition medical images
- FDA warnings and recalls
- Drug and medical device evaluations

MULTI-JURISDICTION GRAPHICAL STATUTES

Graphical Statutes revolutionizes statute research by charting legislative changes and linking related documents in an easy-to-read display. From a single screen, researchers can easily track changes in the law, locate relevant legislative history materials, read important case law, and check for possible amendments. Graphical Statutes shows

- Prior, current, and future versions of statutes
- Links to enacting and amending public laws
- Relevant legislative history materials, such as bill drafts, reports, journals, and the Congressional Record
- Cases that negatively impact a statute*



- Legislation that has been enacted but has not yet been codified

The Graphical Statutes timeline displays changes to a statute in an easy-to-read chart. The timeline is organized by effective date and tracks prior, current, and future versions of the statute. Each prior version is linked to its enacting or amending public law(s), legislative history materials, and significant case law. Current versions of the statute are also displayed with their related public laws and legislative history materials, as well as proposed legislation. Legislation enacted but not yet codified is displayed on the timeline, as well as future text. Arrows to the left and right of the timeline move you forward and backward through the statute's history.

- Click **Graphical Statutes** from any westlaw.com document display.
- Graphical Statutes Timeline.** The Graphic Statutes timeline displays effective dates for each version.
- Timeline Navigation.** Click the left and right arrows to move forward and backward in the timeline.
- Prior Text.** Click the link in the Prior Text box to display the statute as it existed during the effective dates on the timeline.
- Public Law.** Click the link in the Public Law box(es) to view the enacting or amending public law(s).
- Legislative History Materials.** Congressional reports, Presidential messages, testimony, and Congressional Record documents are linked to each version of the statute.
- Case Treatments.** The Case Treatment box displays cases that negatively impact a statute.

Databases included in this Library include the following:

Identifier	Database Name
CA-ST-ANN	California Statutes–Annotated
CA-ST-IDX	California Statutes–General Index
FL-ST-ANN	Florida Statutes–Annotated
FL-ST-IDX	Florida Statutes–General Index

FCPA-USCA	Foreign Corrupt Practices Act–United States Code Annotated
IL-ST-ANN	Illinois Statutes–Annotated
IL-ST-IDX	Illinois Statutes–General Index
MA-ST-ANN	Massachusetts Statutes–Annotated
MA-ST-IDX	Massachusetts Statutes–General Index
NJ-ST-ANN	New Jersey Statutes–Annotated
NJ-ST-IDX	New Jersey Statutes–General Index
NY-ST-ANN	New York Statutes–Annotated
NY-ST-IDX	New York Statutes–General Index
PA-ST-ANN	Pennsylvania Statutes–Annotated
PA-ST-IDX	Pennsylvania Statutes–General Index
TX-ST-ANN	Texas Statutes–Annotated
TX-ST-IDX	Texas Statutes–General Index
USCA	United States Code Annotated
USCA-CONST	USCA Constitution

NORTON BANKRUPTCY LAW AND PRACTICE LIBRARY

This Library provides access to Norton Bankruptcy Law and Practice 3d, which offers the latest developments in bankruptcy law from more than 100 practitioners, judges, and scholars. It also provides comprehensive coverage of the bankruptcy process from initial client interview to case conclusion, as well as comprehensive coverage of all aspects of bankruptcy law. Also included are the publications Norton Bankruptcy Law Adviser, Norton Annual Survey of Bankruptcy Law, and Norton Creditor’s Rights Handbook.

OKLAHOMA BRIEFS PLUS

The Oklahoma Briefs Plus Library provides access to appellate briefs and petitions filed in the state courts as well as U.S. Court of Appeals for the state's Circuit and U.S Supreme Court Briefs. Databases in this Library include the following:

Identifier	Database Name
OK-SCT-BRIEF	Oklahoma Supreme Court Briefs
SCT-PETITION	Petition for Writ of Certiorari to the U.S. Supreme Court
CTA10-BRIEF	U.S. Court of Appeals for the Tenth Circuit Briefs
SCT-BRIEF	U.S. Supreme Court Briefs
SCT-BRIEF-ALL	United States Supreme Court Briefs Multibase
SCT-CRBRIEF	United States Supreme Court Criminal Briefs
SCT-CRBRIEF-ALL	United States Supreme Court Criminal Briefs and Petitions
SCT-	United States Supreme Court Criminal Petitions

CRPETITION

SCT-JA

United States Supreme Court Joint Appendices

OKLAHOMA CRIMINAL SECONDARY LIBRARY

This Library provides access to the following databases:

Identifier	Database Name
CJ-PP	Am Jur Pleading and Practice Forms–Criminal
AMCRLR	American Criminal Law Review
AMJCRL	American Journal of Criminal Law
QNLNALB	Arrest Law Bulletin
REVERRCR	Avoiding Reversible Error in Criminal Cases
BERKJCL	Berkeley Journal of Criminal Law
CADRUNKD	California Drunk Driving Defense
CRIMPRO-NS	Cammack and Garland's Advanced Criminal Procedure in a Nutshell
CAPDEFJ	Capital Defense Journal
CHAMP	Champion
CLOSAG	Closing Arguments
CMCRF	Complete Manual of Criminal Forms
QNLNCCT	Computer Crime and Technology in Law Enforcement
CONRTACC	Constitutional Rights of the Accused
CORRCOMP	Corrections Compendium
CRIMEDEL	Crime and Delinquency
CRIMEJ	Crime and Justice
CRBEHAVMENH	Criminal Behaviour and Mental Health
DEFETHICS	Criminal Defense Ethics: Law and Liability
CJ-CJAREP	Criminal Justice Act Reports
CRIMJBEHAV	Criminal Justice and Behavior
CJE	Criminal Justice Ethics
CJNEWS	Criminal Justice News
CRIMLAWBUL	Criminal Law Bulletin
CRLDEF	Criminal Law Defenses
CRIMLF	Criminal Law Forum
CRIMLWNEWS	Criminal Law News
CJ-SPECIALIST	Criminal Litigation Specialist Multibase
CRPGUIDE	Criminal Practice Guides
CRPMAN	Criminal Practice Manual
CRPREPORT	Criminal Practice Report
CRIMPROC	Criminal Procedure
CPLIST	Criminal Procedure Checklists, Fifth Amendment and Sixth Amendment



CRIMPRHB	Criminal Procedure Handbook
CRTRTECH	Criminal Trial Techniques
CRIMPUBPOLY	Criminology and Public Policy
CYBERCRLR	Cybercrime Law Report
DOJ-NR	Department of Justice News Releases
DSTEVID	Destruction of Evidence
DDLAWLET	Drinking and Driving Law Letter
DRNKDRIVING-FST	Drinking/Driving Litigation–Field Sobriety Tests
DRNKDRIVING	Drinking/Driving Litigation: Criminal and Civil
DDTRIALNB	Drinking/Driving Trial Notebook
DRUGTSTMAN	Drug Testing Legal Manual
TNDUI	DUI: The Crime and Consequences in Tennessee
CRDEFRB	Everytrial Criminal Defense Resource Book
EXAMWIT	Examination of Witnesses
EXPWIT-CRIM	Expert Witnesses: Criminal Cases
EYEWITN	Eyewitness Identification: Legal and Practical Problems
FEDCRMREST	Federal Criminal Restitution
FEDCRIMRHB	Federal Criminal Rules Handbook
FEDGRJURY	Federal Grand Jury: A Guide to Law and Practice
FED-JICRIM	Federal Jury Practice and Instructions–Criminal
FEDPCREM	Federal Postconviction Remedies Handbook
FPP-CRIM	Federal Practice and Procedure (Wright and Miller)–Criminal
FEDPROB	Federal Probation
FEDRLSEV	Federal Rules of Evidence
FSLP	Federal Sentencing Law and Practice
FEDTRHB-CRIM	Federal Trial Handbook: Criminal, Fourth Edition
JUVADMIN-NS	Feld's Juvenile Justice Administration in a Nutshell
HDWINY	Handling the DWI Case in New York
HATECRIMES	Hate Crimes Law
MHDISLAW-NS	Hermann's Mental Health and Disability Law in a Nutshell
INASCNSL	Ineffective Assistance of Counsel
INTOX	Intoxication Test Evidence
QNLNISL	Investigative Stops Law Bulletin
CRIMPROLT-NS	Israel and LaFave's Criminal Procedure–Constitutional Limitations in a Nutshell
JCRIMJST	Journal of Criminal Justice
JCRLC	Journal of Criminal Law and Criminology
JINTCRJ	Journal of International Criminal Justice
JNLOFR	Journal of Offender Rehabilitation
JURYSELLAS	Jury Selection: The Law, Art, and Science of Selecting a Jury
QNLNLEE	Law Enforcement Employment Bulletin



LAWCONFESS	Law of Confessions
ELECTRSURV	Law of Electronic Surveillance
LAWOFFBULL	Law Officers' Bulletin
CRIMLAW-NS	Loewy's Criminal Law in a Nutshell
MANPROBCT	Manual on Recurring Problems in Criminal Trials
MCLE	Military Criminal Law Evidence
QNLNNL	Narcotics Law Bulletin
QNLNNBDVP	National Bulletin On Domestic Violence Prevention
NCRIMLR	New Criminal Law Review
NENGJCCC	New England Journal on Criminal and Civil Confinement
NYDWI	New York Driving While Intoxicated
NYDWIFM	New York Driving While Intoxicated Defense Forms
NYPRAC-ENV	New York Practice Series: Environmental Law and Regulation in New York
OHDUIL	Ohio Driving Under the Influence Law
OHSTJCL	Ohio State Journal of Criminal Law
OKPRAC-CG	Oklahoma Practice Series: Courtroom Guide to the Oklahoma Evidence Code
QNLNPDD	Police Department Disciplinary Bulletin
POLICEMISC	Police Misconduct: Law and Litigation
PCREM	Postconviction Remedies
PRCRIMDEF	Professional Responsibility in Criminal Defense Practice
PROSC	Prosecutor
PROSMIS	Prosecutorial Misconduct
QNLNLE-ALL	Quinlan Law Enforcement Multibase
RTSJUVEN	Rights of Juveniles
QNLNSSL	Search and Seizure Bulletin
SSLIST	Search and Seizure Checklists
SEARCHSZR	Search and Seizure: A Treatise on the Fourth Amendment
SRCHWARLAW	Search Warrant Law Deskbook
SUBCRL	Substantive Criminal Law
TRIALOBJ	Trial Objections Handbook 2d
ULA-MPC	ULA Model Penal Code
UNMEV	Uncharged Misconduct Evidence
VEHSRCH	Vehicle Search Law Deskbook
OK-JICRIM	Vernon's Oklahoma Forms 2d, Oklahoma Uniform Jury Instructions—Criminal
WLD-CJ	West Legal Directory—Criminal
PAPRAC-DUI	West's Pennsylvania Practice Series: Driving Under the Influence
WTH-CJ	Westlaw Topical Highlights—Criminal Justice
CRIMEVID	Wharton's Criminal Evidence



CRIMLAW	Wharton's Criminal Law
WCCR	White Collar Crime
WINEVID	Winning Evidence Arguments

OKLAHOMA ESTATE PLANNING PRACTITIONER CORE LIBRARY

Oklahoma Estate Planning Practitioner provides a complete set of practice resources that are helpful in providing expert representation to clients. In addition, this Library is helpful in building strategic estate plans to safeguard clients' interests.

Some of the online content and features provided in this Library include:

- FormFinder—searches across 500,000+ forms, checklists, and clauses to deliver the one you need. Easily draft documents and find the right form to speed up transactions. Plus, customize the document to fit the case at hand.
- Estate planning practice guides and treatises to help you determine the most favorable estate plan. Comprised of more than 30 state and general titles, you can have access to titles such as Advising the Elderly Client, Bogert: Trusts and Trustees, and Merten's Law of Federal Taxation.
- Historical stock quotes, as well as IRS Tables, Rates, and Publications.
- Estate planning news updates to monitor changes that may affect your clients from the well-known Koren – Estate and Personal Financial Planning Monthly Update Newsletter.

OKLAHOMA FORMFINDER LIBRARY

FormFinder is the new central access point for forms on Westlaw. This new tool searches Westlaw's most extensive collection of forms and allows customers to pinpoint the form they need through the enhanced search template.

The Oklahoma FormFinder Library provides access to the following databases:

Identifier	Database Name
FF-BUS-OK	Business Organizations FormFinder–Oklahoma
FF-CML-OK	Commercial Law FormFinder–Oklahoma
FF-CSTR-OK	Construction Law FormFinder–Oklahoma
FF-DUI-OK	DUI FormFinder–Oklahoma
FF-EMPL-OK	Employment Law FormFinder–Oklahoma
FF-ENV-OK	Environmental FormFinder–Oklahoma
FF-EPP-OK	Estate Planning and Probate FormFinder–Oklahoma
FF-FAM-OK	Family Law FormFinder–Oklahoma
FF-MUN-OK	Municipal Law FormFinder–Oklahoma
OK-FORMFINDER	Oklahoma FormFinder
FF-RP-OK	Real Property Law FormFinder–Oklahoma
FF-WC-OK	Workers' Compensation FormFinder–Oklahoma



OKLAHOMA JURY VERDICTS PLUS LIBRARY

This Library provides access to the following databases:

Identifier	Database Name
CO-JV	Colorado Jury Verdicts Combined
LRPCO-JV	Jury Verdict and Settlement Summaries–Colorado
LRPKS-JV	Jury Verdict and Settlement Summaries–Kansas
LRPNM-JV	Jury Verdict and Settlement Summaries–New Mexico
LRPOK-JV	Jury Verdict and Settlement Summaries–Oklahoma
LRPUT-JV	Jury Verdict and Settlement Summaries–Utah
LRPWY-JV	Jury Verdict and Settlement Summaries–Wyoming
JV-10TH	Jury Verdicts–10th Circuit
KS-JV	Kansas Jury Verdicts Combined
NM-JV	New Mexico Jury Verdicts Combined
OK-JV	Oklahoma Jury Verdicts Combined
OK-JV-PLUS	Oklahoma Jury Verdicts Plus
UT-JV	Utah Jury Verdicts Combined
CO-WEST-JV	West's Jury Verdicts–Colorado Reports
KS-WEST-JV	West's Jury Verdicts–Kansas Reports
OK-WEST-JV	West's Jury Verdicts–Oklahoma Reports
WY-JV	Wyoming Jury Verdicts Combined

OKLAHOMA LEGAL CALENDARING

Oklahoma Legal Calendaring, a Web-based, rules-based calendaring tool, automatically calculates your litigation deadlines based on the applicable Oklahoma state and local court rules—then adds the information directly to your Outlook calendar. As dates change, you can recalculate accordingly—and repopulate your calendar with the updates.

Databases included in this Library are as follows:

Identifier	Database Name
OKCJ-RULES	Criminal Justice–Oklahoma Court Rules
OK-RULES	Oklahoma Court Rules
OK-RULESUPDATES	Oklahoma Rules Update Orders

OKLAHOMA LEGAL CALENDARING PLUS

Oklahoma Legal Calendaring Plus, a Web-based, rules-based calendaring tool, automatically calculates your litigation deadlines based on the applicable federal and Oklahoma state and local court rules—then adds the information directly to your Outlook calendar. As dates change, you can recalculate accordingly—and repopulate your calendar with the updates.



OKLAHOMA LEGISLATIVE HISTORY

Oklahoma Legislative History provides access to the following databases:

Identifier	Database Name
OK-BILLTXT-OLD	Oklahoma Bill Text Archives
OK-BILLTRK-OLD	Oklahoma Bill Track Summary Archives
OK-BILLTRK	Oklahoma Bill Tracking
OK-BILLTXT	Oklahoma Bill Tracking–Full Text
OK-STN-BILLTRK	Oklahoma Bill Tracking–State Net
OK-BILLS	Oklahoma Bill Tracking–Summaries and Full Text Combined
OK-BILLS-OLD	Oklahoma Bills Archives
OK-LH	Oklahoma Legislative History
OK-LH-JRNLS	Oklahoma Legislative History Journals
OK-LH-MSG	Oklahoma Legislative History Messages
OK-LH-REP	Oklahoma Legislative History Reports

OKLAHOMA PRACTICE LIBRARY

The Oklahoma Practice Library provides access to a comprehensive reference set for Oklahoma attorneys.

This Library provides access to the following databases:

Identifier	Database Name
OKPRAC	Oklahoma Practice Series
OKPRAC-CG	Oklahoma Practice Series: Courtroom Guide to the Oklahoma Evidence Code
OKPRAC-ECLE	Oklahoma Practice Series: Evidence, Commentary on the Law of Evidence
OKPRAC-LIT	Oklahoma Practice Series: Litigation Combined
OKPRAC-CSTR	Oklahoma Practice Series: Oklahoma Construction Law
OKPRAC-TP	Oklahoma Practice Series: Oklahoma Trial Practice, Vol. 7
OK-PROB	Oklahoma Probate Law and Practice

SECURITIES ANALYTICAL LIBRARY

This Library provides access to analytical securities materials, including practice forms and "blue books," authored by securities industry experts. Topics covered include broker-dealer regulation, corporate compliance, insider trading, mortgage-backed securities, acquisitions and mergers, liability of attorneys and accountants for securities transactions, and hedge and other private funds.

Databases included in this Library are as follows:

Identifier	Database Name
-------------------	----------------------



SECACQMERG	Acquisitions and Mergers: Negotiated and Contested Transactions
SECAPF	Advising Private Funds: A Comprehensive Guide to Representing Hedge Funds, Private Equity Funds and their Advisers
SECKEYNAL	Analysis of Key SEC No-Action Letters
SECBLUE	Blue Sky Law
BSP	Blue Sky Practice for Public and Private Direct Participation Offerings
SECBDOP	Broker-Dealer Operations Under Securities and Commodities Law
BDREG	Broker-Dealer Regulation
SECBROMLOW	Bromberg and Lowenfels on Securities Fraud and Commodities Fraud
CFOE	CFO: The Magazine for Senior Financial Executives
SECCIVIL	Civil Liabilities: Enforcement and Litigation Under the 1933 Act
SECCOMMREG	Commodities Regulation: Fraud, Manipulation, and Other Claims
COMPRPTR	Compliance Reporter
SECPILL	Corporate Anti-Takeover Defenses: The Poison Pill Device
CORPC-SEC	Corporate Compliance Series: Securities
CORPFIN	Corporate Finance
DOLIABH	D&O Liability Handbook
SECDRSL	Disclosure and Remedies Under the Securities Laws
DUEDILSEC	Due Diligence—Periodic Reports and Securities Offerings
ECOMP-GDE	E-Company Guide
EDGAR	EDGAR—SEC Filings
EUROMONEY	Euromoney
EURMNEYDE	Euromoney (German Language)
SECEXTRANS	Exempted Transactions Under the Securities Act of 1933
EXPWIT-SEC	Expert Witnesses: Securities Cases
FSEC-ARB	Federal Securities—Arbitration Awards
FSEC-DISP	Federal Securities—Stock Exchange Disciplinary Decisions
FDMJCFL	Fordham Journal of Corporate and Financial Law
GLFDLR	Futures and Derivatives Law Report
SECPUBCORP	Going Public and the Public Corporation
SECGPH-HB	Going Public Handbook
SECHEDGE	Hedge Funds and Other Private Funds: Regulation and Compliance
INC	Inc.



INSIDETRAD	Insider Trading Regulation, Enforcement, and Prevention
SECINTCAP	International Capital Markets and Securities Regulation
SECIDUSL	International Dimensions of U.S. Securities Law
INVSMTDD	Investment Dealers' Digest
LAWSECREG	Law of Securities Regulation
SECATTACC	Liability of Attorneys and Accountants for Securities Transactions
SECLLCHB	Limited Liability Company Handbook
SECREGD	Limited Offering Exemptions: Regulation D
SECMCORPF	Manual of Corporate Forms for Securities Practice
SECMASINDX	Master Index: Securities Law Series (Blue Books)
MODSECTRN	Modern Securities Transfers
MABSL	Mortgage and Asset Backed Securities Litigation Handbook
MORTSEC	Mortgage-Backed Securities
MFRCH	Mutual Fund Regulation and Compliance Handbook
SECMFSP	Mutual Funds Sales Practices: A Practical Guide to FINRA, SEC, and Other Regulatory Requirements
NASDAQ-ALERT	NASDAQ Alerts
NASDAQ-MANUAL	Nasdaq Manual
NASD-MANUAL	National Association of Securities Dealers (NASD) Manual
NASD-ARB	National Association of Securities Dealers (NASD)—Arbitration Awards
NASD-DISP	National Association of Securities Dealers (NASD)—Disciplinary Decisions
NASD-NOTICE	National Association of Securities Dealers (NASD)—Notices to Members
NYSE-ARB	NYSE Arbitration Decisions
NYSE-DISP	NYSE Disciplinary Decisions
SECOPIINION	Opinion Letters in Securities Matters: Texts—Clauses—Law
SECPRAC	Partnership Law for Securities Practitioners
PRIVPLACEMT	Private Placement Letter
PVTPLRPT	Private Placement Reporter
PRXYRH	Proxy Rules Handbook
SECREIT	Real Estate Investment Trusts
SECREITHB	Real Estate Investment Trusts Handbook
REINVESTOR	Real Estate Investor's Deskbook
SECREGFINP	Regulation of Financial Planners
SECREGINA	Regulation of Investment Advisers
SECRESR	Resales of Restricted Securities
SECSCORPHB	S Corporation Handbook



SEC-SOAP	Sarbanes-Oxley Act in Perspective
SEC16	Section 16 of the Securities Exchange Act
SECFEDCORP	Securities and Federal Corporate Law
SECFEDCLN	Securities and Federal Corporate Law Report
SABREF	Securities Arbitration Desk Reference
SECCREDREG	Securities Credit Regulation, Second Edition
SECCRIM	Securities Crimes
SECLAW-HB	Securities Law Handbook
SECLITD	Securities Litigation: Damages
SECLITFRMS	Securities Litigation: Forms and Analysis
SNEWS-PRO	Securities News—PRO
SECPRACFSE	Securities Practice: Federal and State Enforcement
SECREGFRM	Securities Regulation Forms
SECR LJ	Securities Regulation Law Journal
SECWK	Securities Week
SECPUBPRIV	Securities: Public and Private Offerings
DOLLARS	Soft Dollars and Other Trading Activities
SECTAXADV	Tax-Advantaged Securities
SECTAXAHB	Tax-Advantaged Securities Handbook
SECINTFTCM	U.S. Securities Law for International Financial Transactions and Capital Markets, Second Edition
SECVENTURE	Venture Capital and Small Business Financings
VENCAPJ	Venture Capital Journal
GLWSLAW	Wallstreetlawyer.com: Securities in the Electronic Age
SEC SERIES	West Group Securities Law Series Online
WNI-FSEC-ARB	Westlaw News and Insight—Federal Securities—Arbitration Awards
WNI-WTH-SEC	Westlaw News and Insight—Westlaw Topical Highlights—Securities Regulation
WTH-SEC	Westlaw Topical Highlights—Securities Regulation

STATENET—BILL AND REGULATION TRACKING FEDERAL PLUS ALL 50 STATES

For researchers who need to track bills and regulations while they are in process, this product combines comprehensive federal and state coverage. It has never been easier to track status of pending legislation and regulations, follow legislation through the entire process, scan legislative and regulatory proposals and enactments, access information that supports legislation and regulations, gather background on proponents, opponents, witnesses, and nominees, access summaries and full text of bills, archives, and statutes. Highlights include the ability to choose federal and single-state or multi-state coverage and alerts that allow one to stay current on developments in specific industries.

PEOPLEMAP CORE LIBRARY

Westlaw PeopleMap is the dynamic tool that helps researchers quickly determine relevant information about people and their connections. PeopleMap Core Report analyzes information from 29 content sets.

Westlaw PeopleMap Core Report analyzes data from the following content sets: Aircraft records, Bankruptcies, Business Finder, Carry Concealed Weapons Permits, Corporate Records and Business Registrations, D&B Executive Biography, Divorce, Executive Affiliation, Fictitious Business Names, Hunting & Fishing Licenses, Insider Stock Transactions, Lawsuits, Liens & Civil Judgments, Marriage, Motor Vehicle Records, New Movers, Political Donors, Professional Licenses, Real Property Deeds, Real Property Pre-Foreclosures, Real Property Tax, SSA Death Records, State Death Records, UCC Filings, Unclaimed Assets, Unlawful Detainer, Voter Registration, Watercraft, Waterfront Residents.



West Subscriber Plans

2A through 2D

For

Governmental personnel access

Exceptions Correctional (inmate) Patron or Academic (non-general counsel)

**State of Oklahoma Statewide Contract
Schedule A to Westlaw® Subscriber Agreement
Plan 2A - Unlimited Government Dial-Up Service
Legal Only**

Available only to Oklahoma state agencies eligible to participate under the State of Oklahoma – Statewide Contract between the State of Oklahoma – Division of State Purchasing –and West, a Thomson Reuters business (“West”). The rates set forth hereunder are available only to government personnel accessing Westlaw for government purposes and is not available for Correctional, Patron Access, or Academic (non-general counsel) use.

1. The agencies accessing Westlaw under Plan 2A shall be billed the rates set forth below for unlimited Westlaw access for all employees of the agency.

Plan 2A # of users	Year 2 (1/11-12/11)		Year 3 (1/12-12/12)		Year 4 (1/13-12/13)		Year 5 (1/14-12/14)	
	wl.com	wlnext	wl.com	wlnext	wl.com	wlnext	wl.com	wlnext
	Monthly Charge Per User Rate							
1 – 25	\$97	\$116	\$100	\$120	\$103	\$124	\$106	\$127
26 – 50	\$92	\$110	\$95	\$114	\$98	\$118	\$101	\$121
51 – 75	\$88	\$106	\$91	\$109	\$94	\$113	\$97	\$116
76 +	\$84	\$101	\$87	\$104	\$90	\$108	\$93	\$112

Except as provided in Section 3, the following databases, Features and services shall be included in the Monthly Charge per User (“Included Charges”).

Federal Case Law & Judicial Materials,
Statutes & Legislative Materials,
Administrative Law & Regulations
State Case Law & Judicial Materials,
Statutes & Legislative Materials,
Administrative Law & Regulations
Selected Practice-Area Materials
Legal Texts, Periodicals and Miscellaneous
Materials
Law Reviews and Journals

Online Citation Checking (including
KeyCite)
Offline Transmission
Alert Services (WestClip and KeyCite Alert)
Offline Automated Citation Checking (via
WestCheck and including QuoteRight)
Training (reasonable)
Support (technical support and research
assistance)

2. All charges associated with the following databases, Features and services shall be excluded from the Monthly Charge per User (“Excluded Charges”) and shall be billed at the rates set forth on the then-current Plan 2 Government Service-Hourly/Transactional.

Alert Services (WestClip and KeyCite Alert
continuous frequency)
BNA Databases
CCH Databases
Company Profiles Database
Dockets
Enflex Databases
Graphical Bills
LRP Secondary Databases (non-JV)
News Select Library Databases
Newsroom Library Databases
Parcel Map
PDF Charges (including, but not limited to Attorney
Medical Advantage, Briefs, Dockets, Experian
Smart Business Reports, Investext and Patent
Image)

People Map
Profiler Databases
Premier Databases
Public Records Databases and Services (including
EDGAR, Disclosure Company Index, Criminal
Records Databases/ARREST-ALL, Westlaw
Public Records Databases and Services, Real
Property Reports, People Finder, PeopleFinder
Reports, Deed Images, WATCHLIST and
Westlaw Ancillary Only Public Records)
Specialty Databases
TP-ALL Database
West Batch Processing
West Reporter Images
Westlaw Business Services on Westlaw Library
Databases

Westlaw CiteAdvisor
 Westlaw CourtExpress Document Research &
 Retrieval
 Westlaw Case Calendaring
 Westlaw Ancillary Only Library Databases
 Westlaw Legal Calendaring
 Westlaw Patent

Westlaw Tax
 WestlawNext platform (NOTE: not all content and
 Features are accessible via WestlawNext.
 Included Charges content and Features, set forth
 herein, will also be billed WestlawNext Access
 Charges)

West may, at its option, make certain databases and features Excluded Charges if West is contractually bound or otherwise required to do so by a contributor of data to West, or if the features or databases are enhanced or released after July 31, 2009.

4. The following Libraries may be added to the Monthly Charge Per User. Each password is required to subscribe to the Monthly Charge Per User before purchasing any of the following add-ons:

Library	Sub Material #	Monthly Charge Per User
50 State Survey	40417490	\$11.00
All Forms	40642182	\$15.00
All State and Federal Briefs	40241127	\$40.00
American Jurisprudence 2d	30302112	\$12.00
American Law Reports	30302092	\$16.00
BriefTools	40890762	\$12.00
Capitol Watch State Legislation	41082733	\$25.00
CiteAdvisor	40725426	\$15.00
CJS	40157519	\$13.00
Criminal and Arrest Records	40901235	\$10.00
Expert Center Basic	41049617	\$22.00
Expert Center Premier	41049686	\$52.00
Litigation Library	30302836	\$14.00
Medical Litigator Premier	40549015	\$43.00
MultiState Graphical Statutes	40493571	\$7.00
Municipal Core Library	40527728	\$20.00
Newsroom		\$16.00
Norton's	40043393	\$15.00
OK Briefs+	40684482	\$25.00
OK Civil Pleading Motion & Memo +	40467281	\$25.00
OK Criminal Secondary	40903127	\$10.00
OK Estate Planning Practitioner Core	40465379	\$12.00
OK Formfinder	40790848	\$10.00
OK Jury Verdicts Plus	40129195	\$10.00
OK Legal Calendaring	40590214	\$12.00
OK Legal Calendaring +	40659058	\$16.00
OK Legislative History	40368682	\$15.00
OK Practice	40776941	\$10.00
Oklahoma Analytical Library	30304934	\$15.00
PeopleMap Core	40858274	\$65.00
Public Records		\$32.00

Library	Sub Material #	Monthly Charge Per User
RegulationsPlus	40455011	\$15.00
ResultsPlus	40552574	\$22.00
Securities Analytical	40028025	\$10.00
StateNet/Bill & Regulation Tracking	40027857	\$10.00

If an agency elects to request access to an Analytical Library (or Libraries), such access must be given to all Westlaw passwords issued to the agency and the associated aggregate charge will be billed to the agency accordingly. Sharing of Westlaw passwords between or among Subscriber's personnel is **STRICTLY PROHIBITED**. West reserves the right to monitor the passwords issued to an agency.

5. All access to and usage of Westlaw databases, features and services, including westlaw.com, is governed by the then-current Westlaw Subscriber Agreement and West Software License Agreement incorporated by reference herein.
6. The Monthly Charge per User under Plan 2A will **NOT** be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from Plan 2A, (or another Westlaw price plan) to Plan 2A pricing will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.
7. Each agency location must subscribe separately. Access is limited to the agency's personnel at that location.
8. Each Westlaw user, including each Westlaw user that receives Westlaw training, must purchase and be assigned his/her own password. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber's personnel is **STRICTLY PROHIBITED**. West reserves the right to issue additional passwords to Subscriber and charge Subscriber for such additional passwords, if West learns that Westlaw has been used by a person other than the person to whom the password has been issued.

**State of Oklahoma Statewide Contract
Schedule A to Westlaw® Subscriber Agreement
Plan 2B - Unlimited Government Dial-Up Service
Legal and Public Records Only**

Available only to Oklahoma state agencies eligible to participate under the State of Oklahoma – Statewide Contract between the State of Oklahoma – Division of State Purchasing –and West, a Thomson Reuters business (“West”). The rates set forth hereunder are available only to government personnel accessing Westlaw for government purposes and is not available for Correctional, Patron Access, or Academic (non-general counsel) use.

- The agencies accessing Westlaw under Plan 2B shall be billed the rates set forth below for unlimited Westlaw access for all employees of the agency.

Plan 2B # of users	Year 2 (1/11-12/11)		Year 3 (1/12-12/12)		Year 4 (1/13-12/13)		Year 5 (1/14-12/14)	
	wl.com	wlnext	wl.com	wlnext	wl.com	wlnext	wl.com	wlnext
	Monthly Charge Per User Rate							
1 – 25	\$120	\$144	\$124	\$149	\$128	\$154	\$132	\$158
26 – 50	\$114	\$137	\$117	\$140	\$121	\$145	\$125	\$150
51 – 75	\$109	\$131	\$112	\$134	\$115	\$138	\$118	\$142
76 +	\$104	\$125	\$107	\$128	\$110	\$132	\$113	\$136

- Except as provided in Section 3, the following databases, Features and services shall be included in the Monthly Charge per User (“Included Charges”).

Federal Case Law & Judicial Materials,
Statutes & Legislative Materials,
Administrative Law & Regulations
State Case Law & Judicial Materials, Statutes
& Legislative Materials, Administrative
Law & Regulations
Selected Practice-Area Materials
Legal Texts, Periodicals and Miscellaneous
Materials
Public Records Databases and Services (including
EDGAR, Disclosure Company Index, Westlaw Public

Records Databases and Services and People
Finder)
Law Reviews and Journals
Online Citation Checking (including KeyCite)
Offline Transmission
Alert Services (WestClip and KeyCite Alert)
Offline Automated Citation Checking (via
WestCheck and including QuoteRight)
Training (reasonable)
Support (technical support and research
assistance)

- All charges associated with the following databases, Features and services shall be excluded from the Monthly Charge per User (“Excluded Charges”) and shall be billed at the rates set forth on the then-current Plan 2 Government Service-Hourly/Transactional.

Alert Services (WestClip and KeyCite Alert
continuous frequency)
BNA Databases
CCH Databases
Company Profiles Database
Dockets
Enflex Databases
Graphical Bills
LRP Secondary Databases (non-JV)
News Select Library Databases
PDF Charges (including, but no
Newsroom Library Databases

Parcel Map
PDF Charges (including, but not limited to
Attorney Medical Advantage, Briefs,
Dockets, Experian Smart Business Reports,
Investext and Patent Image)
People Map
Profiler Databases
Premier Databases
Dun & Bradstreet products, Credit Bureau Header,
ARREST-ALL, Criminal Records, Real Property
Reports, PeopleFinder Reports, Deed Images,

WATCHLIST and Westlaw Ancillary Only Public Records)
 Specialty Databases
 TP-ALL Database
 West Reporter Images
 West Batch Processing
 Westlaw Business Services on Westlaw Library Databases
 Westlaw CiteAdvisor
 Westlaw CourtExpress Document Research & Retrieval

Westlaw Case Calendaring
 Westlaw Ancillary Only Library Databases
 Westlaw Legal Calendaring
 WestlawNext platform (NOTE: not all content and Features are accessible via WestlawNext. Included Charges content and Features, set forth herein, will also be billed WestlawNext Access Charges)
 Westlaw Patent
 Westlaw Tax

West may, at its option, make certain databases and features Excluded Charges if West is contractually bound or otherwise required to do so by a contributor of data to West, or if the features or databases are enhanced or released after July 31, 2009.

4. The following Libraries may be added to the Monthly Charge Per User. Each password is required to subscribe to the Monthly Charge Per User before purchasing any of the following add-ons:

Library	Sub Material #	Monthly Charge Per User
50 State Survey	40417490	\$11.00
All Forms	40642182	\$15.00
All State and Federal Briefs	40241127	\$40.00
American Jurisprudence 2d	30302112	\$12.00
American Law Reports	30302092	\$16.00
BriefTools	40890762	\$12.00
Capitol Watch State Legislation	41082733	\$25.00
CiteAdvisor	40725426	\$15.00
CJS	40157519	\$13.00
Criminal and Arrest Records	40901235	\$10.00
Expert Center Basic	41049617	\$22.00
Expert Center Premier	41049686	\$52.00
Litigation Library	30302836	\$14.00
Medical Litigator Premier	40549015	\$43.00
MultiState Graphical Statutes	40493571	\$7.00
Municipal Core Library	40527728	\$20.00
Newsroom		\$16.00
Norton's	40043393	\$15.00
OK Briefs+	40684482	\$25.00
OK Civil Pleading Motion & Memo +	40467281	\$25.00
OK Criminal Secondary	40903127	\$10.00
OK Estate Planning Practitioner Core	40465379	\$12.00
OK Formfinder	40790848	\$10.00
OK Jury Verdicts Plus	40129195	\$10.00
OK Legal Calendaring	40590214	\$12.00
OK Legal Calendaring +	40659058	\$16.00

Library	Sub Material #	Monthly Charge Per User
OK Legislative History	40368682	\$15.00
OK Practice	40776941	\$10.00
Oklahoma Analytical Library	30304934	\$15.00
PeopleMap Core	40858274	\$65.00
Public Records		\$32.00
RegulationsPlus	40455011	\$15.00
ResultsPlus	40552574	\$22.00
Securities Analytical	40028025	\$10.00
StateNet/Bill & Regulation Tracking	40027857	\$10.00

If an agency elects to request access to an Analytical Library (or Libraries), such access must be given to all Westlaw passwords issued to the agency and the associated aggregate charge will be billed to the agency accordingly. Sharing of Westlaw passwords between or among Subscriber's personnel is STRICTLY PROHIBITED. West reserves the right to monitor the passwords issued to an agency.

5. All access to and usage of Westlaw databases, features and services, including westlaw.com, is governed by the then-current Westlaw Subscriber Agreement and West Software License Agreement incorporated by reference herein.
6. The Monthly Charge per User under Plan 2B will **NOT** be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from Plan 2B, (or another Westlaw price plan) to Plan 2B pricing will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.
7. Each agency location must subscribe separately. Access is limited to the agency's personnel at that location.
8. Each Westlaw user, including each Westlaw user that receives Westlaw training, must purchase and be assigned his/her own password. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber's personnel is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to Subscriber and charge Subscriber for such additional passwords, if West learns that Westlaw has been used by a person other than the person to whom the password has been issued.

**State of Oklahoma Statewide Contract
 Schedule A to Westlaw® Subscriber Agreement
 Plan 2C - Unlimited Government Dial-Up Service
 Oklahoma WestlawPRO with KeyCite All**

Available only to Oklahoma state agencies eligible to participate under the State of Oklahoma – Statewide Contract between the State of Oklahoma – Division of State Purchasing –and West, a Thomson Reuters business (“West”). The rates set forth hereunder are available only to government personnel accessing Westlaw for government purposes and is not available for Correctional, Patron Access, or Academic (non-general counsel) use.

1. The agencies accessing Westlaw under Plan 2C shall be billed the rates set forth below for unlimited Westlaw access for all employees of the agency.

Plan 2C # of users	Year 2 (1.11-12/11)		Year 3 (1/12/12/12)		Year 4 (1/13-12/13)		Year 5 (1/14-12/14)	
	wl.com	wlnext	wl.com	wlnext	wl.com	wlnext	wl.com	wlnext
	Monthly Charge Per User Rate							
1 – 25	\$34	\$41	\$35	\$42	\$36	\$43	\$37	\$44
26 – 50	\$32	\$38	\$33	\$40	\$34	\$41	\$35	\$42
51 – 75	\$30	\$36	\$31	\$37	\$32	\$38	\$33	\$40
76 +	\$28	\$34	\$29	\$35	\$30	\$36	\$31	\$37

2. Except as provided in Section 3, the following databases, Features and services shall be included in the Monthly Charge per User (“Included Charges”).
 - Oklahoma WestlawPRO with KeyCite All Library
3. All other Westlaw Charges shall not be included in the Monthly Guarantee and shall be billed to Subscriber at then-current Schedule A Plan 2 rates (“Excluded Charges”). The Monthly Subscription Charges shall be waived. West may, at its option, make certain databases Features and services Excluded Charges if West is contractually bound or otherwise required to do so by a Contributor of Data or if the databases, Features or services are enhanced or released after the effective date of this Amendment.

West may, at its option, make certain databases and features Excluded Charges if West is contractually bound or otherwise required to do so by a contributor of data to West, or if the features or databases are enhanced or released after July 31, 2009.

4. The following Libraries may be added to the Monthly Charge Per User. Each password is required to subscribe to the Monthly Charge Per User before purchasing any of the following add-ons:

Library	Sub Material #	Monthly Charge Per User
50 State Survey	40417490	\$11.00
All Forms	40642182	\$15.00
All State and Federal Briefs	40241127	\$40.00
American Jurisprudence 2d	30302112	\$12.00
American Law Reports	30302092	\$16.00
BriefTools	40890762	\$12.00
Capitol Watch State Legislation	41082733	\$25.00

Library	Sub Material #	Monthly Charge Per User
CiteAdvisor	40725426	\$15.00
CJS	40157519	\$13.00
Criminal and Arrest Records	40901235	\$10.00
Expert Center Basic	41049617	\$22.00
Expert Center Premier	41049686	\$52.00
Litigation Library	30302836	\$14.00
Medical Litigator Premier	40549015	\$43.00
MultiState Graphical Statutes	40493571	\$7.00
Municipal Core Library	40527728	\$20.00
Newsroom		\$16.00
Norton's	40043393	\$15.00
OK Briefs+	40684482	\$25.00
OK Civil Pleading Motion & Memo +	40467281	\$25.00
OK Criminal Secondary	40903127	\$10.00
OK Estate Planning Practitioner Core	40465379	\$12.00
OK Formfinder	40790848	\$10.00
OK Jury Verdicts Plus	40129195	\$10.00
OK Legal Calendaring	40590214	\$12.00
OK Legal Calendaring +	40659058	\$16.00
OK Legislative History	40368682	\$15.00
OK Practice	40776941	\$10.00
Oklahoma Analytical Library	30304934	\$15.00
PeopleMap Core	40858274	\$65.00
Public Records		\$32.00
RegulationsPlus	40455011	\$15.00
ResultsPlus	40552574	\$22.00
Securities Analytical	40028025	\$10.00
StateNet/Bill & Regulation Tracking	40027857	\$10.00

If an agency elects to request access to an Analytical Library (or Libraries), such access must be given to all Westlaw passwords issued to the agency and the associated aggregate charge will be billed to the agency accordingly. Sharing of Westlaw passwords between or among Subscriber's personnel is STRICTLY PROHIBITED. West reserves the right to monitor the passwords issued to an agency.

5. All access to and usage of Westlaw databases, features and services, including westlaw.com, is governed by the then-current Westlaw Subscriber Agreement and West Software License Agreement incorporated by reference herein.
6. The Monthly Charge per User under Plan 2C will **NOT** be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from Plan 2C, (or another Westlaw price plan) to Plan 2C pricing will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.

7. Each agency location must subscribe separately. Access is limited to the agency's personnel at that location.
8. Each Westlaw user, including each Westlaw user that receives Westlaw training, must purchase and be assigned his/her own password. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber's personnel is **STRICTLY PROHIBITED**. West reserves the right to issue additional passwords to Subscriber and charge Subscriber for such additional passwords, if West learns that Westlaw has been used by a person other than the person to whom the password has been issued.

**State of Oklahoma Statewide Contract
 Schedule A to Westlaw® Subscriber Agreement
 Plan 2D - Unlimited Government Dial-Up Service
 Oklahoma WestlawPRO+ with KeyCite All**

Available only to Oklahoma state agencies eligible to participate under the State of Oklahoma – Statewide Contract between the State of Oklahoma – Division of State Purchasing –and West, a Thomson Reuters business (“West”). The rates set forth hereunder are available only to government personnel accessing Westlaw for government purposes and is not available for Correctional, Patron Access, or Academic (non-general counsel) use.

1. The agencies accessing Westlaw under Plan 2D shall be billed the rates set forth below for unlimited Westlaw access for all employees of the agency.

Plan 2D # of users	Year 2 (1/11-12/11)		Year 3 (1/12-12/12)		Year 4 (1/13-12/13)		Year 5 (1/14-12/14)	
	wl.com	wlnext	wl.com	wlnext	wl.com	wlnext	wl.com	wlnext
	Monthly Charge Per User Rate							
1 – 25	\$38	\$46	\$39	\$47	\$40	\$48	\$41	\$49
26 – 50	\$36	\$43	\$37	\$44	\$38	\$46	\$39	\$47
51 – 75	\$34	\$41	\$35	\$42	\$36	\$43	\$37	\$44
76 +	\$32	\$38	\$33	\$40	\$34	\$41	\$35	\$42

2. Except as provided in Section 3, the following databases, Features and services shall be included in the Monthly Charge per User (“Included Charges”).

- Oklahoma WestlawPRO+ with KeyCite All Library

3. All other Westlaw Charges shall not be included in the Monthly Guarantee and shall be billed to Subscriber at then-current Schedule A Plan 2 rates (“Excluded Charges”). The Monthly Subscription Charges shall be waived. West may, at its option, make certain databases Features and services Excluded Charges if West is contractually bound or otherwise required to do so by a Contributor of Data or if the databases, Features or services are enhanced or released after the effective date of this Amendment.

West may, at its option, make certain databases and features Excluded Charges if West is contractually bound or otherwise required to do so by a contributor of data to West, or if the features or databases are enhanced or released after July 31, 2009.

4. The following Libraries may be added to the Monthly Charge Per User. Each password is required to subscribe to the Monthly Charge Per User before purchasing any of the following add-ons:

Library	Sub Material #	Monthly Charge Per User
50 State Survey	40417490	\$11.00
All Forms	40642182	\$15.00
All State and Federal Briefs	40241127	\$40.00
American Jurisprudence 2d	30302112	\$12.00
American Law Reports	30302092	\$16.00
BriefTools	40890762	\$12.00
Capitol Watch State Legislation	41082733	\$25.00

Library	Sub Material #	Monthly Charge Per User
CiteAdvisor	40725426	\$15.00
CJS	40157519	\$13.00
Criminal and Arrest Records	40901235	\$10.00
Expert Center Basic	41049617	\$22.00
Expert Center Premier	41049686	\$52.00
Litigation Library	30302836	\$14.00
Medical Litigator Premier	40549015	\$43.00
MultiState Graphical Statutes	40493571	\$7.00
Municipal Core Library	40527728	\$20.00
Newsroom		\$16.00
Norton's	40043393	\$15.00
OK Briefs+	40684482	\$25.00
OK Civil Pleading Motion & Memo +	40467281	\$25.00
OK Criminal Secondary	40903127	\$10.00
OK Estate Planning Practitioner Core	40465379	\$12.00
OK Formfinder	40790848	\$10.00
OK Jury Verdicts Plus	40129195	\$10.00
OK Legal Calendaring	40590214	\$12.00
OK Legal Calendaring +	40659058	\$16.00
OK Legislative History	40368682	\$15.00
OK Practice	40776941	\$10.00
Oklahoma Analytical Library	30304934	\$15.00
PeopleMap Core	40858274	\$65.00
Public Records		\$32.00
RegulationsPlus	40455011	\$15.00
ResultsPlus	40552574	\$22.00
Securities Analytical	40028025	\$10.00
StateNet/Bill & Regulation Tracking	40027857	\$10.00

If an agency elects to request access to an Analytical Library (or Libraries), such access must be given to all Westlaw passwords issued to the agency and the associated aggregate charge will be billed to the agency accordingly. Sharing of Westlaw passwords between or among Subscriber's personnel is STRICTLY PROHIBITED. West reserves the right to monitor the passwords issued to an agency.

5. All access to and usage of Westlaw databases, features and services, including westlaw.com, is governed by the then-current Westlaw Subscriber Agreement and West Software License Agreement incorporated by reference herein.
6. The Monthly Charge per User under Plan 2D will **NOT** be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from Plan 2D, (or another Westlaw price plan) to Plan 2D pricing will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.

7. Each agency location must subscribe separately. Access is limited to the agency's personnel at that location.
8. Each Westlaw user, including each Westlaw user that receives Westlaw training, must purchase and be assigned his/her own password. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber's personnel is **STRICTLY PROHIBITED**. West reserves the right to issue additional passwords to Subscriber and charge Subscriber for such additional passwords, if West learns that Westlaw has been used by a person other than the person to whom the password has been issued.

West Subscriber Plans

2E through 2F

For

Correctional-Facilities

Inmate Access- Only

The following pages include

Westlaw Plan 2E- Fixed Price List
Inmate Access Primary w/KeyCite all Correctional Library

Westlaw Plan 2F –Fixed Price List
Inmate Access Oklahoma Correctional State Plus Library

Westlaw Clickwrap Agreement

Westlaw Purchase Form Correctional Facilities –Inmate Access
Includes Subscriber Certification w/two access option
Option 1- Westlaw per Terminal Option
Option 2- Westlaw Passwords and QuickView+

*****Note*****

Accesses to these plans are not available for Patron or Academic (non-general counsel) use

**State of Oklahoma Statewide Contract
 Schedule A to Westlaw® Subscriber Agreement
 Plan 2E - Unlimited Government Dial-Up Service
 Westlaw for Correctional Facilities**

Available only to Oklahoma state agencies eligible to participate under the State of Oklahoma – Statewide Contract between the State of Oklahoma – Division of State Purchasing –and West, a Thomson Reuters business (“West”). The rates set forth hereunder are available only for Correctional use.

1. The agencies accessing Westlaw under Plan 2E shall be billed the rates set forth below for unlimited Westlaw access.

Plan 2E # of terminals	Year 3 (1/12-12/12)	Year 4 (1/13-12/13)	Year 5 (1/14-12/14)
	wl.com	wl.com	wl.com
	Monthly Charge Per Terminal	Monthly Charge Per Terminal	Monthly Charge Per Terminal
1 – 6	\$365	\$376	\$387

2. Except as provided in Section 3, the following databases, Features and services shall be included in the Monthly Charge per Terminal (“Included Charges”).
 - All Primary with KeyCite All Correctional Library
3. All other Westlaw Charges shall not be included in the Monthly Guarantee and shall be blocked from access. The Monthly Subscription Charges shall be waived. West may, at its option, make certain databases Features and services Excluded Charges if West is contractually bound or otherwise required to do so by a Contributor of Data or if the databases, Features or services are enhanced or released after the effective date of the contract term or any renewal or extension term..
4. All access to and usage of Westlaw databases, features and services, including westlaw.com, is governed by the then-current Westlaw Subscriber Agreement and West Software License Agreement incorporated by reference herein.
5. The Monthly Charge per User under Plan 2E will **NOT** be prorated.

**State of Oklahoma Statewide Contract
 Schedule A to Westlaw® Subscriber Agreement
 Plan 2F - Unlimited Government Dial-Up Service
 Westlaw for Correctional Facilities**

Available only to Oklahoma state agencies eligible to participate under the State of Oklahoma – Statewide Contract between the State of Oklahoma – Division of State Purchasing –and West, a Thomson Reuters business (“West”). The rates set forth hereunder are available only for Correctional use.

1. The agencies accessing Westlaw under Plan 2F shall be billed the rates set forth below for unlimited Westlaw access.

Plan 2F # of terminals	Year 3 (1/12-12/12)	Year 4 (1/13-12/13)	Year 5 (1/14-12/14)
	wl.com	wl.com	wl.com
	Monthly Charge Per Terminal	Monthly Charge Per Terminal	Monthly Charge Per Terminal
1 – 6	\$295	\$303	\$312

2. Except as provided in Section 3, the following databases, Features and services shall be included in the Monthly Charge per Terminal (“Included Charges”).
 - Oklahoma Correctional State Plus Library
3. All other Westlaw Charges shall not be included in the Monthly Guarantee and shall be blocked from access. The Monthly Subscription Charges shall be waived. West may, at its option, make certain databases Features and services Excluded Charges if West is contractually bound or otherwise required to do so by a Contributor of Data or if the databases, Features or services are enhanced or released after the effective date of the contract term or any renewal or extension term.
4. All access to and usage of Westlaw databases, features and services, including westlaw.com, is governed by the then-current Westlaw Subscriber Agreement and West Software License Agreement incorporated by reference herein.
5. The Monthly Charge per User under Plan 2F will **NOT** be prorated.

Your access to and use of Westlaw is subject to the terms of the agreement below (“User Agreement”). To accept the terms and conditions, to be bound by them and to gain access to Westlaw, please read the Agreement. If you agree with the terms of the User Agreement, click on “I Agree” below to submit the User Agreement. If you do not agree with the terms of the User Agreement click on “I Don’t Agree” and you will not be provided access to Westlaw.

1. Access to Westlaw®

This Agreement is entered into to allow the correctional facility that subscribes to Westlaw (“Subscriber”) to permit user (“User”) to access and use Westlaw at Subscriber’s location. Access to and use of Westlaw by Users who have not agreed to these terms and conditions is strictly prohibited.

2. Governing Terms

All access to and use of Westlaw by User will be governed by the terms and conditions of (i) this User Agreement; (ii) the Subscriber Agreement between Subscriber and West governing Subscriber’s use of Westlaw (“**Westlaw Agreement**”) with User being the Subscriber in that agreement), specifically including, but not limited to, the provisions regarding disclaimer of warranties, limitation of liability and responsibility for certain matters. User may not acquire any Westlaw software or password. In the event of a conflict between this User Agreement and the Westlaw Agreement, the provisions of this Agreement control.

3. License

- a. Grant.** West grants User a non-exclusive, non-transferable, limited license to access and use data (“Data”) made available on Westlaw for use at Subscriber’s location. Westlaw consists of various West-owned and third party databases, services, functions and remotely-accessed gateways (all of which may be referred to as “Features”) which may change from time to time. Access to certain Features may be restricted. User is licensed to use Data solely in the regular course of legal research and related work. Except as otherwise provided with respect to certain Data, the license includes the right access and view Westlaw. User may also create printouts of Data for internal use and for distribution to third parties if such third parties agree not to further distribute the printouts.
- b. Limitations.** User may not copy, download, store, publish, transmit, transfer, sell or otherwise use the Data, or any portion of the Data, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with West’s prior written permission, or (iii) if not expressly prohibited by this Agreement, as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in User’s work product. User shall not sell, license or distribute Data (including printouts and Downloaded Data) to third parties or use Data as a component of or as a basis for any material offered for sale, license or distribution. Any remote access by User to Libraries or Westlaw is strictly prohibited.
- c. Rights in Data.** Except for the license granted in this Agreement, all right, title and interest in Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors of Data.

4 Responsibility For Charges

Subscriber is responsible for all charges for User’s access to and use of Westlaw. Such charges shall be as stated in, and shall be paid pursuant to, the terms and conditions of the Westlaw Agreement.

5. Term and Termination

This User Agreement become effective when User clicks on the “I AGREE” button, and will continue in force when this telecommunications link for this session is terminated.

“I AGREE”

“I DON’T AGREE”

**WESTLAW PURCHASE FORM FOR STATE OF OKLAHOMA
STATEWIDE CONTRACT 804A – CORRECTIONAL FACILITIES**

West Online Legal Services
610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000

WEST®
A Thomson Reuters business

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

Subscriber Certifications (must be completed for every order, including renewals)

Subscriber by his/her initials below certifies and acknowledges understanding and acceptance of the security limits of Westlaw and Premise or and Subscriber's responsibility for controlling Internet and network access:

_____ **Subscriber's Initials.** Functionality of Westlaw cannot and does not limit access to non-West Internet sites. It is the responsibility of Subscriber to control network access to the Internet or internal correctional sites. By his/her initials, Subscriber acknowledges its understanding and acceptance of the security limits of Westlaw and Subscriber's responsibility for controlling Internet and network access.

_____ **Subscriber's Initials.** Subscriber certifies that it shall be responsible for controlling network access to the Internet or internal Subscriber sites. Subscriber agrees to provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw URL and other West software. Subscriber must design, configure and implement its own security configuration.

_____ **Subscriber's Initials.** Subscriber shall not use any Data, and shall not distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the Subscriber Agreement.

Subscriber, by his/her initials below, certifies that the following is current and accurate and that Subscriber shall provide West with prompt written notice should the status of any of the following certifications change. West may restrict access to certain databases, Features or services at any time.

Westlaw will be accessed by and/or Data provided to (please initial only one):

- _____ Non-inmates/administrative staff with no direct research results provided to inmates (including work product created as part of inmates' legal representation).
- _____ Internal access and/or inmate-requested research with access for employees only, for administrative or internal use as well as for research on behalf of or at the request of inmates, for example:
- Employee conducts Westlaw research online and provides printed Westlaw documents to inmates.
 - Employee conducts Westlaw research online and posts printed Westlaw documents in the prison.
 - Employee conducts Westlaw research online and makes printed Westlaw documents available for check-out from the inmate library.
- All such access use will fully comply with the following restrictions:
- In no event shall inmates be provided direct access to or control of the terminal.
 - Westlaw terminals will be located in a secured location that does not provide inmate access.
 - Access shall only be given to Subscriber employees.
 - No access shall be outsourced or otherwise provided to third parties.
 - Subscriber shall be solely responsible for ensuring that no sensitive information is provided to inmates.

_____ Direct access by inmates (including access for pro se legal representation), by third parties on behalf of inmates with results (print or electronic) delivered/provided to inmates, or by employees in circumstances where an inmate may have access to or control of the terminal.

	Westlaw Per Terminal Option	
--	------------------------------------	--

Sub Matl #	Westlaw Library	Per Terminal Rate	Total Monthly Charges

Notes:

The Total Monthly Westlaw Charges above shall be valid for the Oklahoma State-wide Agreement period beginning December 21, 2011 through December 20, 2012.

2012 Total Monthly Charges \$ _____

Monthly Westlaw Charges are billed on the date West processes Subscriber's order. Excluded Charges may be modified as set forth in the Subscriber Agreement (as set forth in the Statewide Contract). Subscriber is responsible for all Excluded Charges as incurred.

_____ Number of attorneys or users are employed by Subscriber at the location identified above.

	Westlaw Passwords and QuickView+	
--	---	--

Last Name	First Name, M.I.	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)

Subscriber shall authorize which Westlaw password(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to accuracy of charges or other information on QuickView+.

Authorized QuickView+ Password Holder _____ Password _____ Authorized Acct. # _____

Passwords. Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED.

Returns. Westlaw Charges are non-refundable.

West Subscriber Plan

2G

For

Governmental personnel access

Westlaw Plan 2G Case Production

The following pages include

Plan 2G Fixed Price List
Production Description
West Master Software Subscriber Agreement

*****Note*****

This Plan is not available to Correctional (inmate) Patron or Academic (non-general counsel)

**State of Oklahoma Statewide Contract
Schedule A to Westlaw® Subscriber Agreement
Plan 2G – Westlaw Solutions**

Available only to Oklahoma state agencies eligible to participate under the State of Oklahoma – Statewide Contract between the State of Oklahoma – Division of State Purchasing –and West, a Thomson Reuters business (“West”). The rates set forth hereunder are available only to government personnel accessing Westlaw for government purposes and is not available for Correctional, Patron Access, or Academic (non-general counsel) use.

1. The agencies purchasing Westlaw Solutions product defined herein shall be billed at the rates set forth below for all employees of the agency.

		Year 3 (1/12-12/12)	Year 4 (1/13-12/13)	Year 5 (1/14-12/14)
		Per User Per Month	Per User Per Month	Per User Per Month
Solutions Library				
Case Notebook Only	41058165	\$38	\$39	\$40
Case Analysis Bundle	41058170	\$48	\$49	\$50
Case Analysis Premier	41058172	\$70	\$72	\$74
Case Timeline*	41060400	\$9	\$10	\$10
West Terminal Services + RAS*	41069410	\$9	\$10	\$10
Exhibits Publisher*	40848483	\$7	\$8	\$9
Drafting Assistance with Research Only	41134260	\$53	\$55	\$57
Case Analysis with Drafting Assistance	41134258	\$70	\$72	\$74
Case Analysis Premier with Drafting Assistance	41134256	\$93	\$96	\$99
CaseLogistix **	41109560	\$59	\$61	\$63
CaseProduction	41109632	\$85	\$88	\$91

*cannot be purchased alone

**must also price out min. 1 user Case Production

2. The Monthly Charge per User under Plan 2G will **NOT** be prorated.
3. Each agency location must subscribe separately. Access is limited to the agency’s personnel at that location.
4. Each Westlaw user, including each Westlaw user that receives Westlaw training, must purchase and be assigned his/her own password. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber’s personnel is **STRICTLY PROHIBITED**. West reserves the right to issue additional passwords to Subscriber and charge Subscriber for such additional passwords, if West learns that Westlaw has been used by a person other than the person to whom the password has been issued.

Plan 2G Production Description

CASE NOTEBOOK:

West Case Notebook® is a centrally accessible and searchable electronic case file that lets you organize, analyze and share essential case information such as research, transcripts, documents, and pleadings.

CASE ANALYSIS BUNDLE:

West Case Notebook® is a centrally accessible and searchable electronic case file that lets you organize, analyze and share essential case information such as research, transcripts, documents, and pleadings. Case analysis adds Realtime® transcript capability.

CASE ANALYSIS PREMIER:

West Case Notebook® is a centrally accessible and searchable electronic case file that lets you organize, analyze and share essential case information such as research, transcripts, documents, and pleadings. Case Analysis Premier adds Realtime® transcript capability, advanced outline tool, transcript summarization tool, West's Timeline®, Exhibits and remote access.

CASE TIMELINE:

West Case Timeline® streamlines the creation and editing of professional quality timelines saving you time and money and improving your case analysis and presentation in the process.

WEST TERMINAL SERVICES + RAS:

Provides remote access to West Case Notebook® and West Case Timeline® files via Citrix®, VPN or Terminal Service.

EXHIBITS PUBLISHER:

Automatically create hyperlinks between exhibits and transcripts upon import, providing easy access to the exhibits referenced in deposition transcripts. Provides OCR of image based documents. Includes viewer for distribution of deposition transcripts with exhibits to co-counsel and experts.

DRAFTING ASSISTANT WITH RESEARCH ONLY:

Makes Word® or WordPerfect® an efficient drafting workspace, enabling you to create work product with the best form and substance. Jump-starts the drafting process by accessing templates and sample documents on Westlaw®. or your own saved template documents. Access research when and where you need it in saved research files or on Westlaw via word processing enabled access to Westlaw. Provides Locate Authority, rules based document formatting, table of authorities builder, cite checking and hyper-linking.

CASE ANALYSIS WITH DRAFTING ASSISTANT:

Adds all the tools found in West's Case Analysis to Drafting Assistant, making case documents, pleadings and transcripts easily accessed from and inserted in to the word processing document.

CASE ANALYSIS PREMIER WITH DRAFTING ASSISTANT:

Adds all the tools found in West's Case Analysis Premier® to Drafting Assistant®, making case documents, pleadings, transcripts, outlines and transcript summaries easily accessed from and inserted in to the word processing document.

CASE LOGISTIX:

Scalable, intuitive, document review platform for discovery and open records processes. Native, pdf and tiff review, with redaction, tagging and privilege logging features.

CASE PRODUCTION:

Native production, image production, and mixed/hybrid production. Complex redaction, numbering, and endorsement requirements. Simultaneous output of text and metadata into multiple formats. eDiscovery production operators can easily: Set up individual production jobs and save the template for subsequent re-use; Schedule multiple jobs and assign each a priority; Configure, manage, and scale multiple simultaneous productions of differing types; Run reports by job to account for use of resources or cost recovery.

West Master Software Subscriber Agreement

WEST[®]

A Thomson Reuters business

MASTER AGREEMENT (the "Agreement") entered into between _____ ("Subscriber") and West, a Thomson Reuters business (regarding West Software, as follows:

1. Designation of Licensed Products. The terms and conditions of this Agreement are applicable to various West Software products. Subscriber is licensing the West Software product(s) specified in the applicable Exhibit(s) attached hereto and incorporated herein. In the event of a conflict between the terms and conditions in paragraphs 1 through 12.4 of the Agreement and the terms and conditions of the applicable Exhibit(s), the terms and conditions of the applicable Exhibit(s) shall control.

2. Software License.

2.1. Grant. West grants Subscriber a non-exclusive, non-transferable, limited license to use for the number of Attorneys (as defined below) at its licensed site identified in the applicable Exhibit, the Software listed in the applicable Exhibit hereto, in object code only, in Subscriber's normal course of business (including all currently installed versions and any prepaid Updates, as defined below, included in the initial license, but excluding any new software feature or substantial additional functionality for which West, in its sole discretion, generally charges subscribers of the Software additional software subscription charges) ("Software"). A "Site" means all personal computers, servers or minicomputers (including networked systems) with the same operating system platform at a single location or at different locations which are connected by a single networked system (i.e., any combination of two or more terminals that are electronically linked and capable of sharing the use of a single software product). In addition, Subscriber's personnel who work at or are assigned to the licensed Site may use the Software on personal computers or laptops located off-site. The Software is protected by copyright and various U.S. and international patent applications.

2.2. Copying. Subscriber may make copies of the Software for backup purposes only. Each copy made by Subscriber must include the copyright/proprietary rights notice(s) embedded in and affixed to the Software. All other copying is prohibited.

2.3. Other Restrictions. Subscriber may not publish, transmit, retransmit, disseminate, broadcast, circulate, sell, resell, loan, lease, distribute or transfer Software or copies to third parties, nor reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of the Software. Subscriber may not use Software, nor allow Software to be used, to provide data management or processing services for third parties. Subscriber may not reproduce all or any portion of the Software (except as expressly permitted in this Agreement) or any accompanying user documentation ("Documentation"), or modify, translate or otherwise create derivative works of the Software. Subscriber agrees to notify its employees and agents who may have access to Software of the restrictions contained in this Agreement and to ensure their compliance with these restrictions.

2.4 Server Code (if applicable). The server code portion of the Software ("Server Code") may be used on the server(s) specified in the applicable Exhibit. Subscriber may use the Server Code on other servers in addition to the Specified Server(s) upon payment of the applicable additional license fees to West; provided, however, that if the Specified Server(s) is/are temporarily incapable of operating, the Server Code may be temporarily installed on another server or servers pending repair of the Specified Server(s). "Specified Server" shall mean the application server, or related application servers, in support of the production database utilized by the Software and any equivalent replacement(s) for such server(s). The Specified Server(s) does/do not include any training, testing, backup or other non-production servers.

3. Other Licenses. The Software may be used to access and use various West products and services, including Westlaw ("West Services"). All access to and use of such West Services by means of the Software, including any charges for such access and use, will be governed by the terms of the applicable West user agreement.

4. Title. Subscriber hereby acknowledges and agrees that all right, title and interest in and to the Software, the Documentation and any other related materials are, and shall remain, vested solely in West and other software owners, if any, and Subscriber shall not hold itself out as having any ownership or other rights with respect thereto, except as specifically granted hereunder. Except as expressly permitted herein, Subscriber covenants and agrees that it shall make no use of the Software, the Documentation or any other related materials without West's prior written consent. Any and all goodwill associated with such rights shall inure directly and exclusively to the benefit of West.

5. Confidential Information.

5.1 West acknowledges that any documents, the contents thereof, or other proprietary or confidential materials expressly designated as confidential that are provided to West by Subscriber during the Term of this Agreement ("Subscriber Confidential Information") are valuable assets of Subscriber. West will take reasonable steps to ensure that the Subscriber Confidential Information is not used or disclosed except as expressly permitted by this Agreement. West will not permit any unaffiliated third party access to, in any manner, the Subscriber Confidential Information, except as provided in this Agreement. Subscriber Confidential Information shall not include information that consists of ideas, concepts, know-how or techniques relating to the enhancement, customization, installation or implementation of the Software. West may access Subscriber's Software server to provide services as provided in this Agreement.

5.2 Subscriber acknowledges and agrees that the Software constitutes a valuable proprietary product of West and that the Software, together with the terms of this Agreement, shall be referred to as the "West Confidential Information." Subscriber will take reasonable steps to ensure that the West Confidential Information is not used or disclosed except as expressly permitted by this Agreement. Subscriber will not permit any third party access to, in any manner, the West Confidential Information, except as provided in this Agreement. Subscriber may permit its independent contractors access to the West Confidential Information to the extent necessary for such contractor's provision of services to Subscriber if such contractor executes a confidentiality agreement with Subscriber or West which prohibits the contractor from using or disclosing the West Confidential Information; provided, however, that such independent contractors may not include any Competitor. A "Competitor" shall mean a third party that is regularly engaged in the business of developing or marketing software that performs the same or similar functions as one or more of the modules of the West software implemented by Subscriber.

6. Charges and Modification of Charges. "Software Subscription Charges" payable by Subscriber for use of the Software will consist of charges for the software license, and initial implementation, consulting, maintenance, and support services as provided in paragraphs 11 and 12 herein. During the Minimum Term as defined herein, Software Subscription Charges shall be billed to Subscriber as set forth in this paragraph 6 and in the applicable Exhibit, attached hereto, or as otherwise agreed to by the parties in writing. Software Subscription Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online; provided, however, that Subscriber's Software Subscription Charges set forth in the applicable Exhibit hereto shall not be modified during the minimum term set forth in the applicable Exhibit ("Minimum Term") following the date West processes Subscriber's order ("Effective Date"). Upon conclusion of the Minimum Term, this Agreement will automatically renew for consecutive twelve (12) month periods ("Renewal Term(s)") unless either party gives notice of non-renewal to the other party at least thirty (30) days in advance of any Renewal Term, including the first Renewal Term. In the event of a change in rates for any Renewal Term, West will provide Subscriber with thirty (30) days written or online notice prior to the end of any Renewal Term. In the event a change in rates is unacceptable to Subscriber, Subscriber may terminate this Agreement upon prior written notice to West any time up to the start of the upcoming Renewal Term. West Software Subscription Charges are exclusive of sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the sole responsibility of Subscriber. Subscriber will pay all invoices in full within thirty (30) days of date of invoice. If full payment is not made, Subscriber may be charged up to the maximum legal interest on any unpaid balance. West may withhold and or delay delivery of software or services if Subscriber fails to comply with this Paragraph 6.

7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

7.1 West warrants that for the period ending ninety (90) days after the first date that Subscriber commences production use of the Software (the "Warranty Period") the Software will substantially conform to the Documentation (available at west.thomson.com.). THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ANY APPLICABLE SCHEDULE OR LICENSE AGREEMENT, THE SOFTWARE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY

KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S AND/OR ITS AFFILIATES' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO THE SOFTWARE WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF SOFTWARE SUBSCRIPTION CHARGES PAID BY SUBSCRIBER RELATIVE TO THE SPECIFIC SOFTWARE FEATURE (i.e., THE SPECIFIC FUNCTION BEING PERFORMED) WHICH IS THE BASIS OF THE CLAIM(S) DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST AND/OR ITS AFFILIATES BE LIABLE TO SUBSCRIBER FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT OR USE OF, OR INABILITY TO USE, THE SOFTWARE, EVEN IF WEST AND/OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER WEST NOR ITS AFFILIATES MAKE ANY WARRANTY THAT ACCESS TO THE SOFTWARE WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF THE SOFTWARE ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA. The performance of the Software varies with various manufacturers' equipment with which it is used. Certain software used by Subscriber may not be capable of supporting the Software. West does not warrant the level of performance of the Software or that earlier versions superseded by new versions (whether or not distributed to Subscriber) will continue to be capable of access to and use with West Services.

7.2 Failures Not Caused by West. West will not be responsible to the extent that the Software fails to perform due to one or more of the following: (1) the malfunction of software not provided by West (2) the malfunction of hardware, (3) Subscriber's negligence or fault, (4) Subscriber's failure to follow the instructions set forth in the Documentation, (5) material changes in the operating environment not authorized by West, (6) modifications to or changes in the Software not made or suggested by West or (7) Subscriber's failure to implement and maintain a proper and adequate backup and recovery system for the West database or user files. If West discovers that a failure is caused by one of the above, West reserves the right to charge Subscriber for its work in investigating such failure. At Subscriber's request and at a fee to be agreed upon, West will thereafter assist Subscriber in resolving such failure. It is Subscriber's responsibility to develop and implement a proper and adequate backup and recovery system.

7.3 Exclusive Remedies. The remedies in paragraphs 8.1 (Infringement Claims), 9 (Term and Termination), and 11.5 and 12.4 (Remedies) are Subscriber's exclusive remedies and are in lieu of all other legal or equitable remedies and all liabilities or obligations on the part of West for damages (except for bodily injury) arising out of, relating to, or in connection with this Agreement, including, but not limited to, the licensing, delivery, installation, use or performance of the Software or the integration of the Software with other software or hardware.

8. Indemnification.

8.1 Infringement Claims. At its sole expense, West shall defend, indemnify and hold Subscriber harmless from copyright, trade secret and U.S. patent infringement claims based upon the Software in the form delivered by West, including paying any judgment, attorney fees, costs and expenses associated with such claim.

8.2 Without limiting its obligations under paragraph 8.1, in the event a claim of infringement or misappropriation is made against West or Subscriber with respect to the Software, West, for the purpose of settling such claim, may, at its option, in respect of such allegedly infringing Software:

- (i) substitute fully equivalent non-infringing software; or
- (ii) modify the Software so that it no longer infringes but remains functionally equivalent.

If, as a result of such claim, Subscriber or West is permanently enjoined from using the Software by a final, non-appealable decree from a court of competent jurisdiction, West will take one or both of the actions set forth in (i) and (ii) above or will obtain for Subscriber at West's expense the right to continue to use the Software.

8.3 West's obligation to indemnify Subscriber pursuant to this paragraph 8 is contingent upon West being given prompt notice and control of, and detailed information with regard to, any such claim, suit or proceeding. Subscriber shall have the right to participate at its own cost in the defense of any such claim or action through legal counsel of its choosing. Subscriber shall not settle any such claim or action without West's prior written consent.

8.4 This paragraph 8 contains West's entire indemnification obligation and the exclusive remedies of Subscriber with regard to any claimed infringement arising out of or based upon the Software used by Subscriber.

9. Term and Termination.

9.1 This Agreement will become effective upon approval and acceptance by West, and will continue in effect for the Minimum Term as set forth in the applicable Exhibit. This Agreement will renew thereafter pursuant to paragraph 6 (Charges and Modification of Charges) herein. Notwithstanding the foregoing, (i) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties; (ii) Subscriber may terminate this Agreement immediately upon giving written notice of termination to West after receiving notice of an amendment (as permitted under paragraph 10.1) which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber; (iii) either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement; and (iv) either party may terminate this Agreement as provided in paragraph 6 (Charges and Modification of Charges) above.

9.2 Upon the termination of this Agreement, Subscriber's license and right to use the Software or any part thereof shall end immediately and within thirty (30) days of such termination, Subscriber shall return to West the Software, the Documentation, and any other documents, manuals, data, information or materials furnished by West, as well as any copies thereof and shall destroy any embodiments of these materials stored in or on a reusable electronic or similar medium, including but not limited to memory, disk packs, tape, and other peripheral devices, and certify such destruction in writing to West.

10. General Provisions.

10.1 Effect of Agreement. This Agreement (including any applicable Exhibits attached hereto) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Furthermore, this Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Software. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least thirty (30) days prior written notice. During the thirty (30) days following such notice, Subscriber may request in writing to West that the parties enter into good faith negotiations regarding the new terms and conditions. If the parties do not reach an understanding and do not execute a mutually agreeable amendment to this Agreement within thirty (30) days thereafter, Subscriber may terminate this Agreement pursuant to paragraph 9.1(ii) herein upon written notice to West. Notwithstanding the foregoing, Subscriber may, at its option and with written notice to West, continue its access to and use of the Software for twelve (12) calendar months from the date termination pursuant to paragraph 9.1(ii) herein would otherwise be effective ("Transition Period"), under the terms and conditions (including pricing terms set forth in the applicable Exhibit hereto) of this Agreement, as modified by the new amendment. During the Transition Period, West shall be relieved of its obligations under paragraphs 11 and 12 of this Agreement. Any other amendment must be in writing and signed by both parties. West, as used herein, applies to West Publishing Corporation, Thomson Reuters Applications Inc., West Services, Inc., Thomson Reuters (Legal) Inc., Westlaw Business Services, and their affiliates.

10.2 Force Majeure. West shall not be liable for any delay or failure in performing hereunder if caused by factors 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.

10.3 Notices. Except as otherwise provided herein, all notices must be in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164 - 1803, Attention: Customer Service, and to Subscriber at the address first set forth below.

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

West, as used herein, applies to West Publishing Corporation, Thomson Reuters Applications Inc., West Services Inc., Thomson Reuters (Legal) Inc., and their affiliates.

10.5 Limitation of Claims. Except for claims brought by West relating to the Software Subscription Charges or improper use of the Software, no claim, regardless of form, which in any way arises out of this Agreement, may be brought more than one year after the basis for the claim becomes known to the party desiring to assert it.

10.6 Export Laws. The Software and its related Documentation may not be exported or reexported in violation of the U.S. Foreign Corrupt Practices Act and its implementing regulations, the U.S. Export Administration Act and its implementing regulations or any other applicable laws, rules and regulations. Subscriber shall bear all expenses relating to any necessary licenses and/or exemptions with respect to the export from the United States of the Software to any location so as to be in compliance with all applicable laws, rules and regulations.

10.7 U.S. Government Restricted Rights. Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Product clause in DFARS 252.227-7013, or in subdivision (c)(1) and (c)(2) of the Commercial Computer Product – Restricted Rights clause at 48 CFR 52.227-19, as applicable, and in similar clauses in the NASA FAR Supplement.

10.8 Ideas and Concepts. Any and all title, ownership rights, and intellectual property rights concerning any ideas, concepts, suggestions, materials and the like that Subscriber provides to West regarding the Software shall become the exclusive property of West and may be used for its business purposes in its sole discretion without any payment, accounting, remuneration or attribution to Subscriber.

10.9 Survival. Paragraphs 4 (Title), 5 (Confidential Information), 6 (Charges and Modification of Charges), 7 (Disclaimer of Warranties and Limitation of Liability), 8 (Indemnification), 9 (Term and Termination), 10 (General Provisions), 11.5 (Remedies); and 12.4 (Remedies) shall survive any termination of this Agreement.

10.10 Order of Precedence. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING ANY EXHIBITS AND THE OKLAHOMA STATEWIDE CONTRACT, THE TERMS AND CONDITIONS OF THE STATEWIDE CONTRACT 804A SHALL PREVAIL.

11. Maintenance Terms.

11.1 Maintenance Services. Maintenance Services consist of the following:

11.1.1 Updates. West may provide Updates for the Software to Subscriber. Updates shall mean any periodic Software releases, if any, for purposes of 1) providing minor new functionality or features, or 2) resolving technological issues related to Subscriber's then-current Version (as defined below) of the Software. Subscriber will be responsible for installing such Updates.

11.1.2 Telephone Support. West will provide telephone support for purposes of handling Subscriber questions relating to the operation of the Software. Telephone support is provided by West Customer and Technical Support Representatives at 1-800-937-8529 or other such telephone number as set forth in the applicable Exhibit.

11.2 West Obligations.

11.2.1 West's obligations hereunder will extend only to (a) the Updates and Versions of the Software provided to Subscriber by West (see the applicable Exhibit); and (b) Software that has not been modified or altered in any way by anyone other than West. As used herein, "Version" means a new release of the Software (outside a point release) that includes a major revision, alteration, improvement, modification, or the like, to the current Software release.

11.2.2 Maintenance Services will not include services for the items for which West is not responsible set forth in paragraph 7.2 of this Agreement.

11.3 Subscriber Obligations.

11.3.1 Cooperation. Subscriber shall insure that West's personnel are provided with such information under Subscriber's control as is reasonably necessary to enable West to comply with its obligations hereunder.

11.3.2 Updates and New Versions. In the event that West determines that any of Subscriber's reported maintenance problems cannot be resolved due to Subscriber's failure to install Updates or procure new Versions of the Software, Subscriber will be given a reasonable opportunity to install such Updates or procure a new Version. If, after such opportunity, Subscriber fails or otherwise refuses to install such Updates or procure such new Version, West shall be relieved of its obligations under this paragraph 11.

11.4 Exclusions.

11.4.1 Except as otherwise set forth in the applicable Exhibit hereto, West's obligations hereunder shall extend only to: (a) the latest Update of the Software provided to Subscriber by West; and (b) software that has not been

modified or altered in any way by anyone other than West or under West's direction.

11.4.2 Maintenance Services shall not include services for the items for which West is not responsible as set forth in subparagraph 7.2 of this Agreement.

11.5 Remedies.

11.5.1 Remedy. Subscriber's exclusive remedy under this paragraph 11 shall be replacement of any defective CD/DVD-ROM, if any, upon which the Software is provided upon its return to West within sixty (60) days from the date of Subscriber's receipt of the Software.

11.5.2 Disclaimer. In no event will West be liable for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other type of damages, arising out of this Agreement or the use of the Software licensed hereunder, even if West has been advised of the possibility of such damages.

12. Implementation and Training Services.

12.1 Installation of the Software. West and Subscriber shall cooperate to identify the hardware and related communications equipment necessary for installation of the Software. Installation of all hardware and supporting software so that minimum configuration requirements for installation of the Software are met is the responsibility of Subscriber. Once the configuration of the hardware, including the operating system, conforms to the minimum configuration requirements provided by West, West shall provide instructions for the download and install of the Software ("Installation").

12.2 Subscriber Obligations. When West performs any services at Subscriber's facility, Subscriber shall be responsible for providing a safe and appropriate work space and access to all terminals, materials and related resources that may be reasonably required by West for timely performance of its obligations hereunder. Subscriber shall provide to West in a timely manner any information, assistance, review, feedback or approvals that are the responsibility of Subscriber hereunder.

12.3 Training. West shall make training available to Subscriber, pursuant to the applicable Exhibit, at locations and times to be mutually determined by West and Subscriber.

12.4 Remedies. Subscriber's sole remedy for West's material breach of its obligations under this paragraph 12 will be to have West reperform the defective services so that they conform to the specifications provided herein. If West is unable after a reasonable time to provide conforming services, and the services relate to the initial implementation of the Software, Subscriber may terminate the Agreement pursuant to subparagraph 7.3 thereof if such defective services cause the Software to fail to conform to the Documentation provided with the Software.

SUBSCRIBER

Signature _____

Name (please print) _____

Title _____

Date _____

Firm Name _____

Address _____

Contact _____

Telephone _____

E-mail Address _____

Sales Representative _____

WEST, A THOMSON REUTERS BUSINESS

Signature _____

Name (please print) _____

Title _____

Date _____

**State of Oklahoma Statewide Contract
 Schedule A to Westlaw® Subscriber Agreement
 Plan 2H - Unlimited Government Dial-Up Service
 Westlaw for Patron Access**

Available only to Oklahoma state agencies eligible to participate under the State of Oklahoma – Statewide Contract between the State of Oklahoma – Division of State Purchasing –and West, a Thomson Reuters business (“West”). The rates set forth hereunder are available only for law library or public library Patron Access use.

1. The agencies accessing Westlaw under Plan 2H shall be billed the rates set forth below for unlimited Westlaw access.

Plan 2H # of terminals	Year 3 (1/12-12/12)	Year 4 (1/13-12/13)	Year 5 (1/14-12/14)
	wl.com	wl.com	wl.com
	Monthly Charge Per Terminal	Monthly Charge Per Terminal	Monthly Charge Per Terminal
1 – 6	\$479	\$493	\$508

2. Except as provided in Section 3, the following databases, Features and services shall be included in the Monthly Charge per Terminal (“Included Charges”).
 - Oklahoma Essentials Library
3. All other Westlaw Charges shall not be included in the Monthly Guarantee and shall be blocked from access. The Monthly Subscription Charges shall be waived. West may, at its option, make certain databases Features and services Excluded Charges if West is contractually bound or otherwise required to do so by a Contributor of Data or if the databases, Features or services are enhanced or released after the effective date of the contract term or any renewal or extension term.
4. All access to and usage of Westlaw databases, features and services, including westlaw.com, is governed by the then-current Westlaw Subscriber Agreement and West Software License Agreement incorporated by reference herein.
5. The Monthly Charge per User under Plan 2H will **NOT** be prorated.

**State of Oklahoma Statewide Contract
 Schedule A to Westlaw® Subscriber Agreement
 Plan 2I - Unlimited Government Dial-Up Service
 Westlaw for Patron Access**

Available only to Oklahoma state agencies eligible to participate under the State of Oklahoma – Statewide Contract between the State of Oklahoma – Division of State Purchasing –and West, a Thomson Reuters business (“West”). The rates set forth hereunder are available only for law library or public library Patron Access use.

1. The agencies accessing Westlaw under Plan 2I shall be billed the rates set forth below for unlimited Westlaw access.

Plan 2I # of terminals	Year 3 (1/12-12/12)	Year 4 (1/13-12/13)	Year 5 (1/14-12/14)
	wl.com	wl.com	wl.com
	Monthly Charge Per Terminal	Monthly Charge Per Terminal	Monthly Charge Per Terminal
1 – 6	\$1,399	\$1,441	\$1,484

2. Except as provided in Section 3, the following databases, Features and services shall be included in the Monthly Charge per Terminal (“Included Charges”).
 - All Primary National Law Library
 - All Analytical Library Database
 - OK Formfinder
3. All other Westlaw Charges shall not be included in the Monthly Guarantee and shall be blocked from access. The Monthly Subscription Charges shall be waived. West may, at its option, make certain databases Features and services Excluded Charges if West is contractually bound or otherwise required to do so by a Contributor of Data or if the databases, Features or services are enhanced or released after the effective date of the contract term or any renewal or extension term.
4. All access to and usage of Westlaw databases, features and services, including westlaw.com, is governed by the then-current Westlaw Subscriber Agreement and West Software License Agreement incorporated by reference herein.
5. The Monthly Charge per User under Plan 2I will **NOT** be prorated.

Schedule A to Subscriber Agreement

WestlawPRO™ - Westlaw Patron Access for State and Local Law Libraries

Available only to state, county or municipal government law libraries and public libraries that are open to the public.

- 1. Monthly WestlawPRO Charges.** The monthly WestlawPRO charges (Monthly WestlawPRO Charges™) for the products elected by Subscriber appear on the Order Form and include usage, communications, offline transmission (as limited by the User Agreement), transactional charges (excluding online citation checking) and certain offline automated citation checking charges. Monthly WestlawPRO Charges apply regardless of Subscriber's actual use. A listing of the current WestlawPRO Databases appears in the Westlaw Directory. Access to and use of databases, Features and services that are not part of the WestlawPRO products elected by Subscriber shall be blocked.
- 2. Authorized Use.** Access to certain Features and databases of Westlaw Patron Access (e.g. such as downloading, fax, e-mail, WestClip, KeyCite Alert, etc.) are or may be restricted by West. Westlaw Patron Access will be accessible only upon a limited number of publicly accessible terminals, the number of which will be designated by Subscriber on the Order Form. Westlaw Patron Access can be accessed when walk-in patrons of Subscriber click on a Westlaw icon or a link placed on the desktop of Subscriber-designated terminals. Westlaw passwords will be held at West and shall not be revealed to Subscriber or Subscriber's patrons. Walk-in patrons of Subscriber must assent to and submit to West an online click through license agreement prior to accessing Westlaw Patron Access. Access to Westlaw Patron Access shall be performed only on Subscriber's premises. Any remote access to Westlaw Patron Access by Subscriber's patrons is strictly prohibited.
- 3. Training.** Basic Westlaw training will be provided at no charge at West Information Centers or via telephone for Subscriber's personnel who will use or instruct others in the use of Westlaw.
- 4. Subscriber's Obligations.** Subscriber understands and acknowledges that the functionality of Westlaw Patron Access cannot and does not limit access to non-West Internet sites. Subscriber shall be responsible for controlling network access to the Internet or internal library sites.
- 5. Increase in Terminals.** In the event Subscriber desires to increase the number of publically accessible terminals or that West learns that Subscriber has increased the number of publically accessible terminals without contacting West, the parties shall enter into good faith negotiations regarding the terms and conditions of the Order Form and the Subscriber Agreement.

CLEAR-

(Consolidated Lead Evaluation and Reporting) Data Deliver for Law Enforcement)

The following pages include

- CLEAR Pro Basic –Fixed Price List –Option 1
- CLEAR Pro Advanced –Fixed Price List –Option 2
w/Product /Services Information Sheet for Option 2 Services
- CLEAR –Fixed Transaction Rate Price List –Option 3
w/Product/Information Services Information Sheet for Option 3 Services

- CLEAR Services –Subscriber Agreement
- CLEAR Terms and Conditions
- CLEAR Order Form w/Batch Transactional form &Subscriber Usage

- Clear Information & Users Guide

Option 1:

Proposed Content: CLEAR PRO MSA Basic				
Number of Passwords	Year 2: January 2011 through December 2011	Year 3: January 2012 through December 2012	Year 4: January 2013 through December 2013	Year 5: January 2014 through December 2014
	Fixed Monthly Charge	Fixed Monthly Charge	Fixed Monthly Charge	Fixed Monthly Charge
1	\$73	\$75	\$77	\$79
2	\$125	\$129	\$133	\$137
3	\$167	\$172	\$177	\$182
4	\$218	\$225	\$232	\$239
5	\$266	\$274	\$282	\$290
6-7	\$380	\$391	\$403	\$415
8-10	\$510	\$525	\$541	\$557
11-15	\$612	\$630	\$649	\$668
16-20	\$796	\$820	\$845	\$870
21-25	\$958	\$987	\$1,017	\$1,048
26-30	\$1,134	\$1,168	\$1,203	\$1,239
31-35	\$1,290	\$1,329	\$1,369	\$1,410
36-40	\$1,474	\$1,518	\$1,564	\$1,611
41-45	\$1,548	\$1,594	\$1,642	\$1,691
46-50	\$1,701	\$1,752	\$1,805	\$1,859
51-55	\$1,891	\$1,948	\$2,006	\$2,066
56-60	\$2,002	\$2,062	\$2,124	\$2,188
61-65	\$2,135	\$2,199	\$2,265	\$2,333
66-70	\$2,300	\$2,369	\$2,440	\$2,513
71-75	\$2,426	\$2,499	\$2,574	\$2,651
76-80	\$2,548	\$2,624	\$2,703	\$2,784
81-85	\$2,579	\$2,656	\$2,736	\$2,818
86-90	\$2,639	\$2,718	\$2,800	\$2,884

91-95	\$2,690	\$2,771	\$2,854	\$2,940
96-100	\$2,781	\$2,864	\$2,950	\$3,039

Option 2:

Proposed Content: CLEAR PRO MSA Advanced				
Number of Passwords	Year 2: January 2011 through December 2011	Year 3: January 2012 through December 2012	Year 4: January 2013 through December 2013	Year 5: January 2014 through December 2014
	Fixed Monthly Charge	Fixed Monthly Charge	Fixed Monthly Charge	Fixed Monthly Charge
1	\$159	\$164	\$169	\$174
2	\$273	\$281	\$289	\$298
3	\$360	\$371	\$382	\$393
4	\$467	\$481	\$495	\$510
5	\$563	\$580	\$597	\$615
6-7	\$724	\$746	\$768	\$791
8-10	\$963	\$992	\$1,022	\$1,053
11-15	\$1,244	\$1,281	\$1,319	\$1,359
16-20	\$1,606	\$1,654	\$1,704	\$1,755
21-25	\$1,918	\$1,976	\$2,035	\$2,096
26-30	\$2,286	\$2,355	\$2,426	\$2,499
31-35	\$2,583	\$2,660	\$2,740	\$2,822
36-40	\$2,933	\$3,021	\$3,112	\$3,205
41-45	\$3,069	\$3,161	\$3,256	\$3,354
46-50	\$3,343	\$3,443	\$3,546	\$3,652
51-55	\$3,551	\$3,658	\$3,768	\$3,881
56-60	\$3,761	\$3,874	\$3,990	\$4,110
61-65	\$4,136	\$4,260	\$4,388	\$4,520
66-70	\$4,321	\$4,451	\$4,585	\$4,723
71-75	\$4,559	\$4,696	\$4,837	\$4,982
76-80	\$4,786	\$4,930	\$5,078	\$5,230
81-85	\$4,843	\$4,988	\$5,138	\$5,292

86-90	\$4,957	\$5,106	\$5,259	\$5,417
91-95	\$5,052	\$5,204	\$5,360	\$5,521
96-100	\$5,223	\$5,380	\$5,541	\$5,707

CLEAR for the State of Oklahoma

Option 2: CLEAR PRO ADVANCED BANDED

Person Search V.1

The Person Search is typically conducted in order to find information that will help verify an individual's identity or locate an individual. The search hits against multiple sources, including credit bureau headers, driver information, death filings, and a variety of consumer-related sources, including utility data.

Business Search V.1

The Business Search is conducted in order to find information about a business. Types of information can include name and address of the business, phone number, corporate information, tax identification number, fictitious business names, and, possibly, Uniform Commercial Code filings.

Web Analytics V.1

Web Analytics V.1 is a premium option that searches surface-Web and deep-Web sources in real-time for data on a person, business, or phone number of interest. Results may include information from social networking sites, blogs, chat rooms, news references, etc. Key-word analysis and watch-list features provide added value over other search engines and help users focus on relevant information.

Asset Search—Vehicles V.1

The Asset Search for Vehicles provides information about vehicle registrations as recorded by state agencies. Types of information provided can include license plate information, vehicle information, and registrant/owner information.

Asset Search—Real Property V.1

The Asset Search for Real Property is conducted to ascertain information about the ownership of property and/or the property value and description. The information is sourced from deed records and tax assessment records.

Asset Search—Watercraft V.1

The Asset Search for Watercraft provides information about boats and vessels from state registrations and from U.S. Coast Guard documentation. Types of information provided can include such fields as name, address, hull identification number, registration number, hull information, and year built.

Phone Search—Public Record Phones V.1

The Phone Search with Public Record Phones allows the user to search for a phone number associated with an individual or to search for an individual or business associated with a phone number. This search employs multiple phone-related sources.

Phone Search—Real-time Reverse Phone Number Gateway V.1

The Phone Search with this Reverse Phone Lookup includes current name and address information to link subscribers (individuals or businesses) to phone numbers. It also provides information about the line itself, including contact information for the carrier. This search includes information on cell phone numbers and is a gateway to real-time information, providing the most up-to-date information available.

License Search V.1

The License Search provides information about licenses held by an individual, including driver's licenses, professional licenses, such as for nursing, medical doctors, etc., or commercial licenses, such as DEA or FAA licenses.

Court Records Search V.1

The Court Search provides information on a subject from court records, such as bankruptcies, liens, judgments, criminal, civil, infractions, lawsuit filings, etc.

Contact Report V.1

The Contact Report is streamlined to provide information to assist in contacting an individual, such as the subject's identifying information, current address, last two previous addresses, and phones. Applicable death records also would be included. This report includes information from gateways to two major consumer reporting bureaus.

Basic Report V.1

The Basic Report provides the information contained in a Contact Report as well as additional information about an individual subject, for a summary of historical addresses, information related to Social Security numbers, driver licenses, phone numbers, and infractions. This report includes information from gateways to two major consumer reporting bureaus.

National Comprehensive Report V.1

The National Comprehensive Report provides a more extensive overview on an individual, including all of the information in a Basic Report, as well as asset information, professional licenses, etc. This report includes information from a gateway to a major consumer reporting bureau and a gateway to vehicle registration information.

Business Comprehensive Report V.1

The Business Comprehensive Report provides an overview of information about a business, including information from secretaries of states' offices, federal employer identification number (FEIN or EIN) and businesses linked by FEIN, assets, licenses, etc.

Add Relatives, Associates, and/or Neighbors to Contact Report V.1 (applicable when a Contact Report is ordered)

When a Contact Report is ordered, users may add any or all of these options (Relatives, Associates, and/or Neighbors) to the report.

Add Relatives, Associates, and/or Neighbors to Basic Report V.1 (applicable when a Basic Report is ordered)

When a Basic Report is ordered, users may add any or all of these options (Relatives, Associates, and/or Neighbors) to the report.

Add Associates to National Comprehensive Report V.1 (applicable when a National Comprehensive Report is ordered)

When a National Comprehensive Report is ordered, users may add any or all of these options (Relatives, Associates, and/or Neighbors) to the report.

My Workspace—Default V.1

My Workspace is a feature that allows the user to save result records and/or report records to a folder for the purpose of rendering the information in different visualizations that enrich the value of the data. A link-chart view allows the user to see possible connections between data elements, and a map view provides more context to address-based data. At the default level of usage, there is no charge for utilizing My Workspace.

Option 3: CLEAR Transactional Pricing

Item Description	OK Rate
Searches	
Person Search V.1	\$2.62
Business Search V.1	\$3.53
DE Gateway Search V.1	\$9.57
DE Gateway Detail V.1	\$14.36
Web Analytics Search V.1	\$1.25
Asset Search--Vehicles V.1	\$2.02
Asset Search--Real Property V.1	\$2.02
Asset Search--Watercraft V.1	\$2.02
Phone Search--Public Record Phones V.1	\$2.92
Phone Search--Real-Time Reverse Phone Number Gateway V.1	\$1.26
License Search V.1	\$2.02
Court Records Search V.1	\$3.02
Reports	
Contact Report V.1	\$5.04
Basic Report V.1	\$5.04
National Comprehensive Report V.1	\$10.08
Business Comprehensive Report V.1	\$12.09
Add Relatives, Associates, and/or Neighbors to Contact Report V.1 (applicable when a Contact Report is ordered)	\$1.91
Add Relatives, Associates, and/or Neighbors to Basic Report V.1 (applicable when a Basic Report is ordered)	\$1.91
Add Relatives, Associates, and/or Neighbors to National Comprehensive Report V.1 (applicable when a National Comprehensive Report is ordered)	\$1.91
My Workspace - Default V.1	No charge
CLEAR Batch	
Public Records Phone Batch Search V.1	\$0.35
Reverse Phone Batch Search V.1	\$0.25
Person Batch V.1	\$0.50

CLEAR for the State of Oklahoma

Option 3: CLEAR 2.1.1 Transactional Access

Products /Services may be purchased @ per transaction rate

Below is a description of the features included in CLEAR 2.1.1.

Person Search V.1

The Person Search is typically conducted in order to find information that will help verify an individual's identity or locate an individual. The search hits against multiple sources, including credit bureau headers, driver information, death filings, and a variety of consumer-related sources, including utility data.

Business Search V.1

The Business Search is conducted in order to find information about a business. Types of information can include name and address of the business, phone number, corporate information, tax identification number, fictitious business names, and, possibly, Uniform Commercial Code filings.

Delaware Corporate Gateway V.1

Within the Business Search tab, the Delaware Corporate Gateway is a premium option offering direct connection to the Delaware Secretary of State's database. Results comprise a list of company names and file numbers.

Delaware Corporate Gateway Detail V.1

The Delaware Corporate Gateway Detail is a premium option providing expanded information from a Delaware Corporate Gateway search, such as stock information, merger information, general company information, number of employees, etc.

Web Analytics V.1

Web Analytics V.1 is a premium option that searches surface-Web and deep-Web sources in real-time for data on a person, business, or phone number of interest. Results may include information from social networking sites, blogs, chat rooms, news references, etc. Key-word analysis and watch-list features provide added value over other search engines and help users focus on relevant information.

Basic Report V.1

The Basic Report provides the information contained in a Contact Report as well as additional information about an individual subject, for a summary of historical addresses, information related to Social Security numbers, driver licenses, phone numbers, and infractions. This report includes information from gateways to two major consumer reporting bureaus.

National Comprehensive Report V.1

The National Comprehensive Report provides a more extensive overview on an individual, including all of the information in a Basic Report, as well as asset information, professional licenses, etc. This report includes information from gateways to two major consumer reporting bureaus and a gateway to vehicle registration information.

Business Comprehensive Report V.1

The Business Comprehensive Report provides an overview of information about a business, including information from secretaries of states' offices, federal employer identification number (FEIN or EIN) and businesses linked by FEIN, assets, licenses, etc.

Add Relatives, Associates, and/or Neighbors to Contact Report V.1 (applicable when a Contact Report is ordered)

When a Contact Report is ordered, users may add any or all of these options (Relatives, Associates, and/or Neighbors) to the report.

Add Relatives, Associates, and/or Neighbors to Basic Report V.1 (applicable when a Basic Report is ordered)

When a Basic Report is ordered, users may add any or all of these options (Relatives, Associates, and/or Neighbors) to the report.

Add Associates to National Comprehensive Report V.1 (applicable when a National Comprehensive Report is ordered)

When a National Comprehensive Report is ordered, users may add any or all of these options (Relatives, Associates, and/or Neighbors) to the report.

My Workspace—Default V.1

My Workspace is a feature that allows the user to save result records and/or report records to a folder for the purpose of rendering the information in different visualizations that enrich the value of the data. A link-chart view allows the user to see possible connections between data elements, and a map view provides more context to address-based data. At the default level of usage, there is no charge for utilizing My Workspace.

Public Records Phone Batch Search V.1

Public Records Phone Batch Search V.1 allows for high volumes of phone searches, using the same data sources as the non-batch version of the Public Records Phone Search V.1.

Basic Report V.1

The Basic Report provides the information contained in a Contact Report as well as additional information about an individual subject, for a summary of historical addresses, information related to Social Security numbers, driver licenses, phone numbers, and infractions. This report includes information from gateways to two major consumer reporting bureaus.

National Comprehensive Report V.1

The National Comprehensive Report provides a more extensive overview on an individual, including all of the information in a Basic Report, as well as asset information, professional licenses, etc. This report includes information from gateways to two major consumer reporting bureaus and a gateway to vehicle registration information.

Business Comprehensive Report V.1

The Business Comprehensive Report provides an overview of information about a business, including information from secretaries of states' offices, federal employer identification number (FEIN or EIN) and businesses linked by FEIN, assets, licenses, etc.

Add Relatives, Associates, and/or Neighbors to Contact Report V.1 (applicable when a Contact Report is ordered)

When a Contact Report is ordered, users may add any or all of these options (Relatives, Associates, and/or Neighbors) to the report.

Add Relatives, Associates, and/or Neighbors to Basic Report V.1 (applicable when a Basic Report is ordered)

When a Basic Report is ordered, users may add any or all of these options (Relatives, Associates, and/or Neighbors) to the report.

Add Associates to National Comprehensive Report V.1 (applicable when a National Comprehensive Report is ordered)

When a National Comprehensive Report is ordered, users may add any or all of these options (Relatives, Associates, and/or Neighbors) to the report.

My Workspace—Default V.1

My Workspace is a feature that allows the user to save result records and/or report records to a folder for the purpose of rendering the information in different visualizations that enrich the value of the data. A link-chart view allows the user to see possible connections between data elements, and a map view provides more context to address-based data. At the default level of usage, there is no charge for utilizing My Workspace.

Public Records Phone Batch Search V.1

Public Records Phone Batch Search V.1 allows for high volumes of phone searches, using the same data sources as the non-batch version of the Public Records Phone Search V.1.

Reverse Phone Batch Search V.1

Reverse Phone Batch Search V.1 allows for high volumes of phone searches, using the same data source as the non-batch version of the Reverse Phone Search V.1.

Person Batch Search V.1

Person Batch Search V.1 allows for high volumes of person searches, using the same data sources as the non-batch version of the Person Search V.1.

AGREEMENT entered into between ("Subscriber") as set forth on the CLEAR Services order form ("Order Form") and WEST PUBLISHING CORPORATION ("West") regarding CLEAR and associated ancillary services ("Services"), as follows:

1. Services. Subscriber may subscribe to Services using West's proprietary databases and information obtained from West's suppliers by submitting a then-current Order Form. Services are licensed to Subscriber subject to the terms and conditions of this Agreement, the Order Form, the applicable CLEAR Schedule A, or as otherwise agreed to by the parties in writing.

2. License.

a. Grant. Subscriber is granted a non-exclusive, non-transferable, limited license to access Services. Services consist of various West-owned and supplier databases, services, functions and remotely-accessed gateways, which may change from time to time. Access to certain Services may be restricted. Subscriber is licensed to use data made available through Services ("Data") solely for the permissible purposes identified herein or otherwise authorized by West in writing, which takes precedence over the license granted in this paragraph.

b. Use Limitations/End User. Subscriber may not copy, download, scrape, store, publish, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell, or otherwise use the information in any form or by any means, except (i) as expressly permitted by this Agreement, or (ii) with West's prior written permission. Downloaded information shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement. Subscriber shall not sell, license or distribute information (including printouts or downloaded information) to any other parties or use information as a component of or as a basis for any material offered for sale, license or distribution. Subscriber shall keep confidential any information that Subscriber receives from Services, except to Subscriber employees in the United States of America whose duties reasonably relate to the legitimate business purposes for which the information is requested. Subscriber warrants that it is the end user of the information, and agrees to limit use and dissemination of information from Services solely to the permissible uses stated by Subscriber in the application and online. Subscriber acknowledges that West is providing Data to support Subscriber's own processes and decisions, and Subscriber should not deny any service or access based solely on Data or results provided by West. Subscriber is responsible for any denial of services or access and Subscriber will not deny such service or access without first conducting an appropriate review and adjudication process. West may at its option exclude certain databases and information from the Services set forth herein, as the result of a modification in West policy, a modification of supplier agreements, a modification in industry standards, a security event or a change in law or regulation.

c. Rights in Data. Except for the license granted in this Agreement, all rights, title and interest in the databases and information, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and its suppliers. Subscriber shall use such information consistent with such rights, title and interest and notify West of any threatened or actual infringement thereof.

d. Suppliers' Additional Terms. Certain supplier services are governed by terms and conditions which are different from those set forth in this Agreement ("Suppliers' Additional Terms"). Subscriber will be given an opportunity to review Suppliers' Additional Terms by receiving notice of such Suppliers' Additional Terms online.

3. Usage Restrictions and Information Protection.

a. Use of CLEAR Data. Subscriber shall not use any Data and shall not distribute any Data to any other party for use in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. § 1681b). Subscriber acknowledges that access to certain Data available through the Services, including but not limited to credit header data, motor vehicle data, driver license data, and voter registration data is regulated by state or federal laws, such as the Gramm Leach Bliley Act ("GLBA") and, the Driver's Privacy Protection Act ("DPPA"). Subscriber agrees not to access such Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to any other restrictions. If Subscriber is permitted to purchase motor vehicle records ("MVR Data") from West, without in any way limiting Subscriber's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- Subscriber shall not use any MVR Data provided by West, or portions of information contained therein, to create or update a file to the end that Subscriber develops its own source of driving history information.
- As requested by West, Subscriber shall complete any state forms that West is legally or contractually obligated to obtain from Subscriber before serving Subscriber with state MVR Data.
- West (and its suppliers) may conduct reasonable and periodic audits of Subscriber's use of MVR Data. Subscriber shall maintain for a period of three (3) years a complete and accurate record, including identity and purpose, of every access to any Personal Information in MVR Data in its system. Further, in response to any audit, Subscriber must be able to substantiate the reason for each MVR Data order.

West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, believes that the Data may be used for an improper purpose or otherwise in violation of the terms of this Agreement, that a change in law or policy requires such access restriction or that the terms of West's supplier agreements require West to block such access. By accessing Data, Subscriber acknowledges that from time to time, West and its suppliers and/or various government entities may require Subscriber to identify a permissible use and may inquire as to Subscriber's compliance with applicable laws or this Agreement. Subscriber agrees to cooperate with any inquiry, subject to any attorney-client confidentiality. Subscriber shall report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.

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

4. Charges and Modification of Charges. Charges payable for access to Services ("CLEAR Charges") will be as stated on the Order Form and the Schedule A or as otherwise agreed upon by the parties in writing. CLEAR Charges shall commence on the date Subscriber first accesses Services or as otherwise stated on the Schedule A or Order Form. Except as may be otherwise set forth herein or in the Order Form, CLEAR Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online. Subscriber will pay all invoices in full within 30 days from date of invoice. CLEAR Charges are exclusive of applicable sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. If full payment is not made, Subscriber may be charged up to the maximum legal interest allowed under applicable law on any unpaid balance. Subscriber is responsible for all excluded charges as incurred ("Excluded Charges"). Excluded Charges are those CLEAR Charges that are associated with the Services that are not included in the fixed Monthly CLEAR Charges, as set forth on the Order Form. West may, at its option, make certain Services Excluded Charges if West is contractually bound or otherwise required to do so by a supplier of Data or if the Services are enhanced or released after the effective date of the Subscriber Agreement and Order Form. Subscriber's access to and use of any such excluded Services shall be billed to Subscriber at then current rates in addition to the fixed Monthly CLEAR Charges. West will compare Subscriber's actual CLEAR Charges which are the pro forma CLEAR Charges set forth in the Schedule A, against the then-current fixed Monthly CLEAR Charges. In the event Subscriber's actual CLEAR Charges exceed the then-current fixed Monthly CLEAR Charges by more than three (3) times at anytime during a month, West may limit access to live gateways for the remainder of such month.

5. Subscriber Credentials. Subscriber acknowledges and understands that West will only allow Subscriber to access Services if Subscriber's credentials can be verified in accordance with West internal credentialing procedures. Subscriber shall notify West immediately of any changes to the information on Subscriber's application for Services and, if at any time Subscriber no longer meets such credentialing requirements, West may terminate this Agreement.

6. Disclaimer of Warranties and Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, DATA AND SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. NEITHER WEST NOR ITS SUPPLIERS SHALL BE LIABLE TO SUBSCRIBER OR TO ANY PERSON CLAIMING THROUGH SUBSCRIBER OR TO WHOM SUBSCRIBER MAY HAVE

PROVIDED SERVICE-RELATED INFORMATION FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY WEST'S OR ITS SUPPLIERS' NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING DATA OR OTHERWISE PERFORMING THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES ASSUMPTION OF A RISK, AND THAT NEITHER WEST NOR ITS SUPPLIERS UNDERWRITES THAT RISK IN ANY MANNER WHATSOEVER. NOTWITHSTANDING THE FOREGOING, IF LIABILITY CAN BE IMPOSED ON WEST OR ITS SUPPLIERS, THEN SUBSCRIBER AGREES THAT WEST'S AND/OR ITS SUPPLIERS' AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF WEST AND/OR ITS SUPPLIERS IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY, INCLUDING NEGLIGENCE, AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE COST OF THE CLEAR CHARGES PAID BY SUBSCRIBER RELATIVE TO THE SPECIFIC DATA OR SERVICE (i.e., DATABASE, SERVICE, FUNCTION OR GATEWAY) WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. SUBSCRIBER COVENANTS AND PROMISES THAT IT WILL NOT SUE WEST AND/OR ITS SUPPLIERS FOR AN AMOUNT GREATER THAN SUCH SUM EVEN IF WEST AND/OR ITS SUPPLIERS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THAT IT WILL NOT SEEK PUNITIVE DAMAGES IN ANY ACTION AGAINST WEST AND/OR ITS SUPPLIERS, ALL IN CONSIDERATION OF THE RECEIPT BY SUBSCRIBER OF SERVICES AT THE RATES CHARGED BY WEST, HEREUNDER, WHICH ARE FAR LOWER THAN WOULD BE AVAILABLE TO SUBSCRIBER ABSENT THE WAIVERS AND DISCLAIMERS CONTAINED HEREIN. NOTWITHSTANDING THE FOREGOING, WEST AGREES TO INDEMNIFY SUBSCRIBER IN RESPECT TO ALL ACTUAL DAMAGES, EXPENSES, FINES, JUDGMENTS AND COSTS, INCLUDING ATTORNEY FEES, ARISING FROM THE NEGLIGENCE, ACTS OR OMISSIONS OF WEST, WEST'S AGENTS, SUBCONTRACTORS, AND ASSIGNS, IN CONNECTION WITH PERFORMANCE OF THIS AGREEMENT. WITHOUT WAIVING ANY DEFENSE OR IMMUNITY, AND SUBJECT TO THE OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT, SUBSCRIBER AGREES TO BEAR ALL EXPENSES, FINES AND JUDGMENTS WHICH MAY ARISE FROM ANY ACTS OR OMISSIONS OF ITS OFFICIALS OR EMPLOYEES IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR ITS SUPPLIERS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM INVESTIGATORY WORK OR TO PERFORM SUCH INVESTIGATORY WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, ITS AFFILIATES OR ITS SUPPLIERS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON DATA; OR (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT OR USE OF, OR INABILITY TO USE, DATA OR SERVICES. NEITHER WEST NOR ITS SUPPLIERS MAKE ANY WARRANTY THAT ACCESS TO SERVICES WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT THE PROVISION OF SERVICES ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA.

7. **Subscriber Account Maintenance.** Subscriber is responsible for the administration and control of passwords by its employees, and shall identify a security administrator to coordinate with West. Subscriber shall manage all passwords, and notify West promptly if any password becomes inactive or invalid. Subscriber shall follow the policies and procedures of West with respect to account maintenance as same may be communicated to Subscriber from time to time.

8. **Limitation of Claims.** Except for claims relating to CLEAR charges or improper use of Services, no claim, regardless of form, which in any way arises out of this Agreement, may be made, nor such claim brought, under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

9. **Term and Termination.** This Agreement will become effective upon verification by West of Subscriber's credentials in accordance with this Agreement and upon approval and acceptance by West in St. Paul, Minnesota. This Agreement and each Order Form may not be terminated by Subscriber prior to a Minimum Term of one year after the date West processes this Agreement and that Order Form. In the event Subscriber requests a Minimum Term in excess of one year as set forth in the Order Form, this Agreement may not be terminated prior to the expiration of such Minimum Term. Upon expiration of the Minimum Term or any Renewal Term set forth in the Order Form, either party may terminate this Agreement by providing the other party 30 days prior written notice of such termination. Notwithstanding the foregoing, (i) Subscriber may terminate this Agreement immediately by giving written notice of termination after receiving notice of any amendment (as permitted under paragraphs 2(d) and 10), which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber; (ii) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties; (iii) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if West reasonably believes that Subscriber's use of Data violates any applicable law or regulation or may result in a risk to public safety, including but not limited to the safety of private individuals; and (iv) either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

10. **Effect of Agreement.** This Agreement (which includes all applicable Order Forms, current and future Schedules, Additional Terms, and the like) sets forth the entire understanding between the parties regarding the subject matter of this Agreement and supersedes any and all prior understandings and agreements oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written notice. Any other amendment must be in writing and signed by both parties.

11. **Force Majeure.** West's performance under this 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. **Notices.** Except as otherwise provided herein, all notices must be in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: Customer Service, and to Subscriber at the address on the Order Form.

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

15. **Ideas and Concepts.** Any and all title, ownership rights, and intellectual property rights concerning any ideas, concepts, suggestions, materials and the like that Subscriber provides to West regarding Services shall become the exclusive property of West and may be used for its business purposes in its sole discretion without any payment, accounting, remuneration or attribution to Subscriber.

CLEAR Terms and Conditions

The following terms and conditions shall apply to the resulting contract (hereinafter “contract”).

Authorized Users. Only users authorized to use CLEAR by the agency may access and use CLEAR under the terms of the fixed-rate agreement, and such use must be solely for purposes directly related to the agency’s research and work.

Passwords. Each CLEAR user must be assigned a separate CLEAR password. CLEAR passwords may only be used by the person to whom the password is issued. Sharing of CLEAR passwords between or among users is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to the agency if West learns that CLEAR has been used by a person other than the person to whom the password has been issued.

West Order Form-CLEAR, CLEAR Subscriber Agreement and CLEAR and Account Certification and Validation (AVC) Form. All access to and usage of CLEAR is governed by the West Order Form—CLEAR and the CLEAR Subscriber Agreement and requires completion of the Account Validation and Certification (AVC) Form.

Check West account status below as applicable:		Rep Name & Number _____
New ____ (NACI Form attached)		
Existing with no changes ____ Existing with changes ____ (Permanent name change must attach a Customer Name Change Form)		
Does Subscriber have an existing West account?		
<input type="checkbox"/> Yes If yes, please provide West account number _____		
<input type="checkbox"/> No		
Acct # _____	PO # _____	Date _____
Name/Subscriber _____		Bill To Acct # _____
Order Confirmation Contact Name _____		
E-Mail _____		
CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) _____		
E-Mail _____		Telephone _____
CLEAR Primary Account Contact Name (general business contact) _____		
E-Mail _____		Telephone _____
Permanent Address Change ____ One-Time Ship To ____ Additional Ship To ____ Additional Bill To ____		
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

CLEAR Products Section

Full Svc #	CLEAR Products	# of Users	Monthly Banded	Other	Total Monthly CLEAR Charges

Notes:

Total Monthly CLEAR Charges \$ _____

CLEAR Charges are billed on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). Upon conclusion of the Minimum Term, CLEAR Charges are billed thereafter at up to then-current rates. If Subscriber elects a longer Minimum Term the Monthly CLEAR Charges will be billed as set forth herein. Upon conclusion of the CLEAR Minimum Term, Monthly CLEAR Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly CLEAR Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

_____**Subscriber's Initials** _____ CLEAR users are employed by Subscriber at the location identified above. If West learns that the number of Subscriber's affiliated CLEAR users exceeds this number, West reserves the right to increase Subscriber's Monthly CLEAR Charges as applicable.

In the event Subscriber is a corporation accessing CLEAR Services on its own behalf and on behalf of any government agency or entity, Subscriber must execute and submit to West separate agreements for each use case and be credentialed separately for each use case.

Internal Use Only	
CLEAR #Atty	BND
Gtwy	3 X MON

	CLEAR Batch Transactional Products Section	
--	---	--

Full Svc #	CLEAR Batch Products	of Users	Other	Total Monthly CLEAR Batch Charges

Notes:

Total Monthly Batch CLEAR Charges \$ _____

Access to CLEAR Batch shall begin on the date West processes Subscriber's Order and shall continue for a minimum of 12 complete calendar months thereafter ("Minimum Term"). Subscriber may elect a longer Minimum Term by her/her initials below. CLEAR Charges for Subscriber's access to and use of CLEAR Batch shall begin when Subscriber first accesses CLEAR Batch and are subject to change as set forth in the "Subscriber Agreement" (as defined herein). At the end of the Minimum Term Subscriber; access to CLEAR Batch shall terminate unless Subscriber and West enter into a superseding agreement.

_____ **Subscriber's Initials** _____ CLEAR users are employed by Subscriber at the location identified above. If West learns that the number of Subscriber's affiliated CLEAR users exceeds this number, West reserves the right to increase Subscriber Monthly CLEAR Charges as applicable.

OF instruct: Enter a discount of 100% - in the Condition Group 1 field on Additional Data A tab.

	CLEAR Batch Window Products Section	
--	--	--

Full Svc #	CLEAR Batch Products	Per month Window rate	of Users	Monthly	Other	Total Monthly CLEAR Batch Charges

Notes:

Total Monthly Batch CLEAR Charges \$ _____

Access to CLEAR Batch shall begin on the date West processes Subscriber's Order and shall continue for a minimum of 12 complete calendar months thereafter ("Minimum Term"). Subscriber may elect a longer Minimum Term by her/her initials below. CLEAR Charges for Subscriber's access to and use of CLEAR Window Batch shall begin on the date West processes Subscriber's order. During the Minimum Term, Subscriber shall guarantee minimum monthly CLEAR Window Batch CLEAR Charges as set forth above ("Monthly Guarantee") regardless of Subscriber's actual usage. All CLEAR Window Batch CLEAR Charges shall be waived for Subscriber's actual usage in excess of the Monthly Guarantee through the amount of the Window, as set forth above. Subscriber shall pay all CLEAR Window Batch CLEAR Charges in excess of the amount of the Window as incurred, as well as any other applicable CLEAR Charges. CLEAR Batch requests must be submitted at least five (5) business days prior to the end of a billing month in order to apply against the Monthly Guarantee or Window for such month. CLEAR Charges are subject to change as set for the in the "Subscriber Agreement" (as defined herein). At the end of the Minimum Term Subscriber's access to CLEAR Batch shall terminate unless Subscriber and West enter into a superseding agreement.

_____ **Subscriber's Initials** _____ CLEAR users are employed by Subscriber at the location identified above. If West learns that the number of Subscriber's affiliated CLEAR users exceeds this number, West reserves the right to increase Subscriber Monthly CLEAR Charges as applicable.

Usage Logging

All subscribers will be restricted to "standard logging"; provided, however, authorized law enforcement agencies with arrest powers may request that user input values entered in a search or report be "blind logged". Authorized law enforcement agencies choosing Blind Logging must initial below:

____ Subscriber initials if Subscriber is an authorized law enforcement agency with arrest powers and requests Blind Logging

Required for, and applicable to, only accounts with arrest powers.

West reserves the right to change the logging type based on credentialing and account validation.

**IP Address Section
Only External IP Address(es) or Range(s) Must Be Provided**

Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements must be provided for all CLEAR orders:

- IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited.
- IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255.
- All IP addresses must be IPv4 addresses.

Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber

Subscriber's Internet Service Provider Name _____

Provide IP Address(es) or IP Address Range(s) below

Additional page(s) may be attached if needed

Beginning IP Address _____	Ending IP Address	_____
Beginning IP Address _____	Ending IP Address	_____
Beginning IP Address _____	Ending IP Address	_____
Beginning IP Address _____	Ending IP Address	_____

REQUIRED

____ Subscriber initials if roaming access to CLEAR, permitting user access outside of Subscriber's designated IP Address/range, should be prohibited. Please note that if this is requested Subscriber's users will be required to access CLEAR only through Subscriber's designated entity IPs on file with West.

If you do not know your company's external IP address(s), try the following:

1. Contact your network administration, firewall or security team
2. Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)
3. Go to the following URL in your browser: <http://tools.whois.net/yourip/> or <http://www.whatismyip.com> to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)

Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)

Name (please print) _____

Telephone _____

E-Mail _____

IF APPLICABLE

	CLEAR Users, My Account Administrator and Authorized QuickView+ User	
--	---	--

Last Name	First Name, M.I.	Email Address	Phone Number	IN	AD	AN	SV	TC

If there are additional CLEAR users additional page(s) must be submitted with the order

User Type Key	IN = Investigator AD = Administrator AN = Analyst	SV = Supervisor TC = Technical
---------------	---	-----------------------------------

Subscriber shall authorize which user shall be named as the My Account Administrator. Access to My Account will allow CLEAR user management, general account information and granting access to other My Account users.

Authorized My Account Administrator for CLEAR

Last Name _____ First Name, M.I. _____ E-Mail _____
(Required)

Subscriber shall authorize which CLEAR users(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to accuracy of charges or other information on QuickView+.

Authorized CLEAR Password Holder for CLEAR QuickView+

Last Name _____ First Name, M.I. _____ Authorized Acct. # _____

	CLEAR Renewals	
Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.		
<small>*Current Monthly CLEAR Charges is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term.</small>		

Sub Matl #	CLEAR Products	Current Monthly CLEAR Charges*
Notes		

_____ **Subscriber's Initials for 12 Month Renewal Term**** Subscriber agrees to commit to an additional 12 months and the Monthly CLEAR Charges for the such additional 12 months shall be _____% more than the current Monthly CLEAR Charges in effect at the end of the current Minimum Term and/or current Renewal Terms.

** Effective at the end of the current Minimum Term ("Renewal Term"). Upon conclusion of the Renewal Term, Monthly CLEAR Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly CLEAR Charges (after the Renewal Term) may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During the Renewal Term and thereafter, Subscriber's access to and use of CLEAR shall be governed by the Subscriber Agreement.

	Subscriber Certification Section Required for all accounts that interact with, manage or house inmates or detainees.	
--	---	--

Subscriber Certifications must be completed for every order, including renewals.

Subscriber by his/her initials below certifies and acknowledges understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling product, Internet and network access:

_____ **Subscriber's Initials.** Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is the responsibility of Subscriber to control access to the Internet. By his/her initials, Subscriber acknowledges its understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling Internet access.

_____ **Subscriber's Initials.** Subscriber certifies that it shall be responsible for controlling network access to the Internet or internal Subscriber sites. Subscriber agrees to provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL and West software. Subscriber must design, configure and implement its own security configuration.

_____ **Subscriber's Initials.** Subscriber shall not use any Data, and shall not distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the Subscriber Agreement.

_____ **Subscriber's Initials.** CLEAR will be accessed by Subscriber employees only for administrative or internal business purposes. All such access use will fully comply with the following restrictions:

- In no event shall anyone other than approved Subscriber employees be provided access to or control of any terminal with access to CLEAR or CLEAR data.
- Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access.
- No access shall be outsourced or otherwise provided to third parties.
- Subscriber shall be solely responsible for ensuring that no sensitive information is made available beyond its stated permissible use.

This Order Form will become effective upon verification by West of Subscriber's credentials in accordance with this Order Form and upon approval and acceptance by West in St. Paul, Minnesota.

CLEAR Passwords. Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED.

General Provisions. This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by Oklahoma law. The state and federal courts sitting in Oklahoma will have exclusive jurisdiction over any claim arising from or related to this agreement. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges in accordance with Oklahoma law. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 45 days after becoming due, all unmatured installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report..

Returns. If Subscriber is not completely satisfied with any print product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's up to then-current returns policies. CLEAR Charges are non-refundable.

	CLEAR Products to be Lapsed	
Full Svc #	CLEAR Products	

The CLEAR[®] Services Subscriber Agreement and the applicable Schedule A price plan ("Subscriber Agreement") are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.

Signature X _____ Date _____

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name _____

Title _____

Date _____

Signature X _____

For Credit Card Transactions only: Visa _____ Master Card _____ Am Ex _____
 Card # _____ Expir. Date _____ Total Amt. to Charge _____