

200125832



WEST® A Thomson Reuters business	Order Notification
	Contact your representative cory.thompson@thomsonreuters.com with any questions. Thank you.

Order ID: 440533

Subscriber Information

Account Address:
 Account #: 1003113347
 HIDALGO COUNTY LAW LIBRARY
 PATRON ACCESS
 100 N CLOSNR BLVD STE D
 EDINBURG, TX 78539
 US
 956-318-2155

Shipping Address:
 Account #: 1003113347
 HIDALGO COUNTY LAW LIBRARY
 PATRON ACCESS
 100 N CLOSNR BLVD STE D
 EDINBURG, TX 78539
 US
 956-318-2155

Billing Address:
 Account #: 1003113347
 HIDALGO COUNTY LAW LIBRARY
 PATRON ACCESS
 100 N CLOSNR BLVD STE D
 EDINBURG, TX 78539
 US
 956-318-2155

Payment and Shipping Information

Payment Method:
 Payment Method: WestAccount
 Account Number: 1003113347

Shipping Information:
 Shipping Method: FREE Ground Shipping - U.S. Only

Additional Information

Created By: 0018007
 Order Source: 27
 Revenue Channel: 01
 Order Date: 5/6/2013 10:54:43 AM
 P.O. Number:
 Additional Data B: 20

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 email /
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 no W/V ch

Order Contact Information

First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
Angie	Chapa	angie.chapa@co.hidalgo.tx.us		Order Confirmation Contact	28
Angie	Chapa	angie.chapa@co.hidalgo.tx.us		Primary Password Contact	24

Internal Comments

- OF Ver: <https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=babb52da-35da-4324-93e3-40154231027a&isofview=yes>
- Worksheet Custom Pro: <https://ordermation.west.thomson.com/esigs/of.aspx?pordergroupid=5b1f2a37-5f7c-46ce-9d1e-9cbc7e781e23&pfv=true>
- TechContactInfo: Angie Chappa; angie.chapa@co.hidalgo.tx.us; (956) 318-2155
- TechIpRange: 0.0.0.0 To 0.0.0.0

New Products - WestlawPRO/CD/WLEC/Other

Qty	Product	Material ID
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Modules to include in Custom PRO:

Material ID	Description
40982568	Primary Law with KeyCite®: All — Texas (WestlawNext™);
40982967	Corpus Juris Secundum® (WestlawNext™);
40980419	All Analytical Library (WestlawNext™);
40982222	All Forms Library (WestlawNext™);
40981520	All Primary Law (WestlawNext™);
40980908	Bill and Regulation Tracking — Federal Plus all 50 States (WestlawNext™);
40981967	Civil Pleadings, Motions & Memoranda — Texas (WestlawNext™);
40983021	Construction Practitioner Core — Texas (WestlawNext™);
40983363	Couch on Insurance (WestlawNext™);
40983218	Employment Discrimination Coordinator Library (WestlawNext™);
40981145	Family Law Practitioner Core — Texas (WestlawNext™);
40983364	Fletcher Cyclopedia of Corporations with Forms Library (WestlawNext™);
40983387	Legislative History — Texas (WestlawNext™);
40983366	Mertens/Casey Analytical Tax Library (WestlawNext™);
40981636	Municipal Law Practitioner Core — Texas (WestlawNext™);
41178057	National Criminal Secondary for Patron Access (WestlawNext™);
40983333	Norton Bankruptcy Law (WestlawNext™);
40982207	Personal Injury Damages Analytical Library (WestlawNext™);
41024657	Related Documents (WestlawNext™);
40983382	Social Security Gold Library (WestlawNext™);
40982176	Texas Practice Guide® (WestlawNext™);
40982220	Texas Practice Series (WestlawNext™);

Special Options: Number of Terminal Users: 4

Monthly Charges ("Monthly 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, charges for CD-ROM products are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term the Monthly Charges for WestlawPRO and/or West LegalEdcenter products will be billed as set forth herein.

Subscriber agrees to commit to a Minimum Term of **36 months** and the Monthly Charges for the second 12 months not to increase by more than **5%** over the Monthly Charges for the initial 12 months and the Monthly Charges for the third 12 months not to increase by more than **5%** over the Monthly Charges for the second 12 months.

NON-GOVERNMENT SUBSCRIBERS ONLY:

Upon conclusion of the WestlawPRO Minimum Term, including West LegalEdcenter product(s) that are part of a WestlawPRO Select, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly Charges for the Renewal Term will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement. Upon conclusion of the West LegalEdcenter Minimum Term, as applicable solely to West LegalEdcenter product(s) that are not part of a WestlawPRO Select, charges for West LegalEdcenter products are billed thereafter at up to then-current rates.

GOVERNMENT SUBSCRIBERS ONLY:

Upon conclusion of the WestlawPRO and/or West LegalEdcenter Minimum Term, Monthly Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly 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. After the Minimum Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

4 attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users, students and Personnel if ordering Paralegal Plans or publicly accessible terminals (used for Patron Access and Correctional Facility Products) at the location identified above (for WestlawPRO, CD-ROM case law orders and/or West LegalEdcenter Charges). If West learns that the actual number exceeds this number, West reserves the right to increase Subscriber Monthly Charges as applicable.

Order Subtotal:	N/A
* Estimated Tax:	TBD
Order Total:	\$0.00
Products Under 36 month contract term:	\$4,995.48
** Billed Monthly Total:	\$4,995.48

* Sales tax for your order will reflect applicable state and local taxes and will be finalized upon shipment. In accordance with applicable laws, tax will be applied to products and shipping. Actual tax may vary slightly from that shown above.

*Free shipping is not applicable to print orders that will be shipped from affiliates of Thomson Reuters that are located outside of the United States, its territories and possessions. For such products, transportation and handling charges (FOB origin) will be added.

**-First full month billing will be invoiced at the monthly billed detail set forth above. Pricing is subject to the price increase pursuant to the terms and conditions set forth in agreement.

Lapse Subscriptions		
Active Subscriptions to Lapse	Contract Number	Material ID
EFORMS COURTS AND AGENCIES PLUS TX	0116899616	40444809
GOVERNMENT GC ALL PRIMARY LAW MODULE	0116899607	40443517
NATIONAL CRIMINAL SECONDARY PATRON ACCESS	0116898900	40908180
RESULTS PLUS ACCESS METHOD	0116899613	40362001
TX CONSTRUCTION PRACTITIONER CORE	0116899615	40574264
TX MUNICIPAL PRACTITIONER CORE	0116899619	40456889
WESTLAW ALL ANALYTICAL LIB 2000	0116899608	30302108
WESTLAW ALL FORMS LIBRARY	0116899610	30304883
WESTLAW EMPLOY DISCRIM COORD	0116899603	40254152
WESTLAW PERSONAL INJURY DAMAGES LIB	0116899612	40021527
WESTLAW SELECT	0116899622	40583988
WESTLAW SELECT COUCH ON INSURANCE	0116899604	40589577
WESTLAW SELECT FLETCHER CYC & FORMS	0116899602	40589580
WESTLAW SELECT MERTENS CASEY TAX	0116899601	40589632
WESTLAW SELECT SOCIAL SECURITY GOLD	0116899614	40591213
WESTLAW TX PRACTICE GUIDE	0116899620	30303451
WESTLAW PRO CJS	0116899605	40155529
WESTLAW PRO FED BILL TRACKING	0116899606	30302336
WESTLAW PRO TX PRACTICE	0116899621	30304608
WESTLAW PRO WITH KEYCITE ALL TX	0116899609	40043681
WL PRO FAMILY LAW CORE TX	0116899617	40367932
WL PRO LEGISLATIVE HISTORY TX	0116899618	40319303
WL PRO NORTON BKCY LIBRARY	0116899611	40293961

Subscription Service, Passwords and West km Software. Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers licensing only LiveNote/Case NoteBook/Timeline/Publisher Software will not be issued Westlaw passwords. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all Subscriber's authorized users. Subscriber's Westlaw Doc Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc and Form Builder subscription, West will provide Subscriber access to and the ability to export related Westlaw Doc and Form Builder Data for 180 days at no charge. After a commercially reasonable time has passed, but no less than 180 days after the termination of this agreement, West will delete such Westlaw Doc and Form Builder Data.

General Provisions for Non Government Subscribers Only. This Order Form is subject to approval by West, a Thomson Reuters business ("West") in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 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. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is nontransferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. 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.

General Provisions for Government Subscribers Only. This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form is non-transferable. Transportation and handling (FOB origin) will be added to print products.

Returns. If Subscriber is not completely satisfied with any print or CD-ROM 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 then-current returns policies. Charges for Westlaw and West LegalEdcenter products are non-refundable.

Additional Contract Information


NON-AVAILABILITY OF FUNDS FOR WestlawPRO GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).

If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates)

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

Signature for Order ID: 440533

The Research Subscriber Agreement (located at <http://legalsolutions.com/research-subscriber-agreement>, the terms and conditions applicable to CD-ROM Libraries with Westlaw access (located at <http://legalsolutions.com/cd-rom-prodoc-addendum>), the applicable Schedule A price plan (located at <http://legalsolutions.com/schedule-a-westlaw>) (for WestlawPRO and/or CD-ROM Libraries products), and/or the West LegalEdcenter Subscriber Agreement (located at <http://legalsolutions.com/west-legeledcenter-subscriber-agreement>) (for West LegalEdcenter products), and/or the Online Practice, Compliance, Storage Solutions Subscriber Agreement (located at <http://legalsolutions.com/online-storage-solutions-subscriber-agreement>) and the applicable Schedule A price plan (located at <http://legalsolutions.com/schedule-a-concourse-firm-central-caselogistix>) individually or jointly, as applicable, ("Subscriber Agreement and Schedule") is/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 Schedule 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 and Schedule and this Order Form.

	<u>LOW LIBRARY CHAIRMAN</u>
Signature of Authorized Representative for order	Title
<u>FIDENCIO GUERRA, JR</u>	<u>05-28-13</u>
Printed Name	Date
<u>Ange Z Chapar</u> <u>(Law Librarian)</u>	<u>05-28-13</u>

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Research Subscriber Agreement

RESEARCH SUBSCRIBER AGREEMENT entered into between "Subscriber" and WEST PUBLISHING CORPORATION, a Thomson Reuters business ("West") regarding certain West research services, as follows:

1. **License Grant.** West grants Subscriber a non-exclusive, non-transferable, worldwide, limited license to access and use the Data (as defined below), features, services, remotely-accessed gateways, and other components of the products named and described in the Agreement (as defined below) (collectively, the "Product") in accordance with the provisions expressly set forth herein.
 - a. **Usage.** Subject to the restrictions set forth in paragraph 2 (License Restrictions) below, Subscriber may use the Product(s), including Data (as defined below) in the regular course of Subscriber's business, legal, and other research and related work subject to the limitations contained herein. "Data" means all information and representations of information, including, but not limited to, graphical representations, and other content made available to Subscriber through the Product. Subscriber may: (i) display Data internally; (ii) quote and excerpt from Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs, reports, and similar work product created by Subscriber in the regular course of Subscriber's research and work; and (iii) to the extent not expressly prohibited by the terms of the Agreement, use Data as permitted under the fair use provision of the Copyright Act (17 U.S.C.A. § 107).
 - b. **Storage.** Subscriber may store, on a matter-by-matter basis, insubstantial portions of Data in Subscriber's database, maintained in connection with an active matter being handled by Subscriber in its regular course of business ("Project Database"). Such database must consist preponderantly of Subscriber's work product, with access to Data limited to internal users who have a need to know such information. Subscriber may maintain Data in the Project Database until the file or case becomes inactive or until any termination of the Agreement, whichever occurs first. Subscriber may also store insubstantial portions of Data in accordance with Subscriber's records retention policies, provided that such policies are in keeping with prevailing industry standards. For purposes of the Agreement, the term "insubstantial portions" means amounts of Data that (a) have no independent value other than as part of Subscriber's work product; and (b) could not be used in any way in whole or in part as a substitute for any service or product provided by West, any affiliate of West, or any third-party that licenses, contributes, or otherwise provides Data, features, or other materials to West for inclusion in the Product ("Contributor").
 - c. **Print Outs.** Provided that all printouts and other reproductions of Data retain, unaltered, all proprietary notices appearing on such reproductions, Subscriber may print, or otherwise reproduce, in hard copy form, insubstantial portions of Data in Subscriber's regular course of business and share such printouts: (i) with Subscriber's clients in relation to specific, ascertainable matters; and (ii) as required or reasonably necessary, to regulatory agencies, court officials, or parties to legal actions in which Subscriber is directly involved.
 - d. **Electronic Distribution.** Subscriber may, on an occasional basis and via Product functionality, direct West to transmit individual documents in electronic format to individual internal user(s), and to individual third parties in connection with actual, ascertainable matters being handled by Subscriber. Subscriber may also include downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such downloaded Data in connection with, or as part of a brief must be limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. All other direct transmission of electronic copies by Subscriber is prohibited.
2. **License Restrictions.**
 - a. **Usage Restrictions.** Subscriber may not copy, download, scrape, store, publish, post, 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 as expressly permitted by paragraph 1 (License Grant) above, or as otherwise expressly permitted in writing by West. Subscriber shall not reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code of the Products, their components, or any avenue by which Products are accessed.
 - b. **Compliance with Applicable Law.** 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.
 - c. **Copyright Notices.** Subscriber shall not remove or alter any copyright notices from any saved, downloaded, or otherwise reproduced Data. Subscriber shall indicate that use of, distribution, and dissemination of Data is with the permission of West.
3. **Regulated Data.** Certain Data available through the Products is subject to heightened regulatory scrutiny under state and federal law ("Regulated Data").
 - a. **Regulated Data Restrictions**
 - i. Subscriber acknowledges that West provides Regulated Data to support Subscriber's own processes and decisions, and Subscriber should not deny any service or access based solely on Regulated Data provided through the Product or results provided by West. Subscriber is responsible for any denial of services or access and Subscriber will not deny such services or access without first conducting its own appropriate internal review in conjunction with its decision-making process.
 - ii. 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).
 - iii. Subscriber acknowledges that access to Regulated Data, available through the Product, 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.

- iv. 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.
- v. Subscriber agrees not to access Regulated 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 Additional Terms, as defined in paragraph 5 (Additional Terms) below.
- vi. Subscriber represents and warrants that it is the end user of Regulated Data and shall limit use and dissemination of Regulated Data solely to the permissible uses stated by Subscriber in the application and online (Subscriber's "Permissible Use"). Subscriber agrees to keep confidential and shall not disclose any Regulated Data except to Subscriber employees in the United States of America whose duties reasonably require access to such Regulated Data to carry out Subscriber's Permissible Use.
- b. Regulated Data Usage Compliance.** West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, reasonably believes that the Data may be or has been used for an improper purpose or otherwise in violation of the terms of the Agreement, or as otherwise required by a Contributor. By accessing Data, Subscriber acknowledges that from time to time, West and its Contributors and/or various government entities will require Subscriber to identify a permissible use (if applicable) and may inquire as to Subscriber's compliance with applicable laws or the Agreement. Subscriber agrees to reasonably cooperate with any inquiry, subject to any attorney-client confidentiality. Subscriber shall immediately report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.
- c. Regulated Data Subscriber Credentials.** West's provision of access to Regulated Data is contingent on West's verification of Subscriber's credentials in accordance with West's 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 Subscriber's access to Regulated Data.
- d. Regulated Data Indemnification.** Except as otherwise prohibited by law and without waiving any defenses to which it may be entitled, Subscriber hereby agrees to protect, indemnify, defend, and hold harmless West and all its Contributors from and against any and all costs, claims, demands, damages, losses, and liabilities (including actual attorneys' fees) arising from or in any way related to (i) the misuse of Regulated Data by Subscriber (or any other party receiving such Regulated Data from or through Subscriber); and (ii) Subscriber's breach of any representation or warranty relating to its use of or purpose in using Regulated Data.
- 4. Rights in Data.** Except for the license granted in this Subscriber Agreement, all rights, title, and interest in the Product, including 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 its Contributors.
- 5. Additional Terms.** Certain third-party Data and features are governed by terms and conditions which are supplemental to and may be different from those set forth in this Subscriber Agreement ("Additional Terms"). Additional Terms are available for review at the following locations: <http://legalsolutions.com/westlaw-additional-terms>; <http://legalsolutions.com/clear-additional-terms>; and <http://legalsolutions.com/thomson-innovation-additional-terms>. In the event of a conflict between any Additional Terms and terms set forth in the Agreement, the Additional Terms will control.
- 6. 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. (Regulated Data Restrictions) above, the European Union Directive on Data Protection (95/46), and all other applicable legal directives and applicable industry standards (collectively "Privacy Laws") pursuant to which each party wishes to obtain certain undertakings from the other with regard to the use and protection of the Personal Information of either party. For purposes of this Subscriber 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, 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 Subscriber 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 Subscriber 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 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 that respective party.
- 7. Charges and Modification of Charges.** Charges payable by Subscriber for access to Products ("Service Charges") will commence on the date West processes Subscriber's order. Service Charges will be as stated in an applicable Special Offer Amendment, or Order Form/Order Notification to this Subscriber Agreement, the Schedule A Price Plan, or as otherwise agreed upon in writing by the parties. Schedule A rates may be modified upon at least 30 days prior notice to Subscriber in writing or online or pursuant to the terms stated on an applicable Order Form/Order Notification. Modification of any Service Charges pursuant to this paragraph 7 shall not be considered as an amendment to this Subscriber Agreement that permits termination pursuant to paragraph 13(ii) herein. Service 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. Subscriber will pay all invoices in full within 30 days from date of invoice. If full payment is not made, Subscriber may be charged interest on any unpaid balance, not to exceed 1% per month.

8. Product Software and Internet Based Services.

a. **Product Software.** West may make available to Subscriber, on a subscription basis, software for use in connection with the Product. 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 license 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. **Internet Based Services.** Certain Products may be accessed via the Internet. Subscriber may use Data cached in Subscriber's local disk drive solely in support of its use of the Product via the Internet ("Internet Based Services"). Certain software used by Subscriber may not be capable of supporting Internet Based Services. The performance of Internet Based Services varies with the manufacturers' equipment with which it is used.

9. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SUBSCRIBER AGREEMENT, ANY SCHEDULE, OR LICENSE AGREEMENT, ALL PRODUCTS, DATA, SOFTWARE, AND INTERNET-BASED 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.

10. Limitation of Liability. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S, ITS AFFILIATES, AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THE AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO PRODUCTS, DATA, SOFTWARE, OR INTERNET BASED SERVICES WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF SERVICE OR SOFTWARE CHARGES PAID BY SUBSCRIBER FOR THE INDIVIDUAL PRODUCT TO WHICH SUCH LIABILITY APPLIES DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. 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 TO USE PRODUCTS, DATA, SOFTWARE, OR INTERNET BASED SERVICES, OR ITS 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; OR (ii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERING DATA. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR CONTRIBUTORS 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 THE AGREEMENT EVEN IF WEST, ITS AFFILIATES AND/OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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 PRODUCTS AND DATA 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

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PRODUCTS AND DATA ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS, AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA. THE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SUBSCRIBER AGREEMENT WERE MATERIAL FACTORS IN THE DETERMINATION OF SERVICE CHARGES.

11. Responsibility for Certain Matters. Subscriber shall provide to West the office location and address associated with Subscriber's passwords issued under the Agreement. Subscriber's personnel may also access Products via home computers, laptops, or other wireless devices. Subscriber is responsible for promptly notifying West in writing of persons to whom passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of passwords. Subscriber is also responsible for all access to and use of all Products, Data, Software, and Internet Based Services through Subscriber's account, login credentials, and/or systems, whether or not Subscriber has knowledge of or authorizes such access and use. Sharing of passwords that have been issued to individual users of Subscriber is strictly prohibited.

12. Limitation of Claims. Except for claims relating to Service Charges or improper use of Products, Data, Software, or Internet Based Services, no claim, regardless of form, which in any way arises out of the Agreement, may be made, nor such claim brought, under the Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

13. Term and Termination. This Subscriber Agreement will become effective upon approval and acceptance by West in St. Paul, Minnesota, and will continue in force for the term set forth in an amendment or applicable Order Form/Order Notification to this Subscriber Agreement. Notwithstanding the foregoing, (i) West may terminate this Subscriber 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 this Subscriber Agreement, or may result in a risk to public safety, including but not limited to the safety of private individuals; (ii) Subscriber may terminate the Agreement immediately upon giving written notice of termination to West after receiving notice of an amendment (as permitted under paragraphs 5 (Additional Terms) and 14 (Effect of Agreement)) which contains new terms that materially alter the terms of this Subscriber Agreement and are unacceptable to Subscriber; (iii) either party may terminate the Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Subscriber Agreement; or (iv) West may terminate the 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. Upon any termination of this Subscriber Agreement, the Product Software licenses shall also terminate.

14. Effect of Agreement. This Subscriber Agreement along with all applicable current and future Schedules, Additional Terms, license agreements, Special Offer Amendment to this Subscriber Agreement or applicable Order Form/Order Notification (if any), and the like (collectively, "Agreement") embodies the entire understanding between the parties with respect to the subject matter of the Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in the Agreement, West may amend the terms and conditions of this Subscriber Agreement by giving Subscriber at least 30 days prior written notice. Within 30 days of the receipt of such amendment, Subscriber may, at its option, request that the parties enter into good faith negotiations regarding the new amended terms and conditions. In the event the parties are not able to reach an agreement resulting in mutually

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agreeable alternative language for the amended terms and conditions within 30 days after the start of the negotiations, Subscriber may terminate this Subscriber Agreement as set forth in paragraph 13(ii) herein. Except as expressly set forth herein, any other amendment to the Agreement must be in writing and signed by both parties.

15. Force Majeure. Each party's performance under the Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

16. 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 in the applicable Special Offer Amendment or Order Form/Order Notification.

17. General Provisions. The 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 the Agreement and each party consents to the exclusive jurisdiction of such courts. Neither the 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 the 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 the 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 the Agreement are inserted for convenience only and do not constitute a part of the Agreement. West, as used herein, also applies to West Services Inc.

18. Feedback. Any and all Feedback that Subscriber provides to West shall become the exclusive property of West without any payment, accounting, remuneration, or attribution to Subscriber. "Feedback" means information provided, in any manner, by or on behalf of Subscriber with respect to any feature, West product or service, or their enhancement, customization, configuration, installation, or implementation, including but not limited to ideas, concepts, suggestions, materials, functions, methods, processes, and rules.