

WEST ORDER FORM
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



THOMSON REUTERS

Check West account status below as applicable:		Rep Name & Number <u>Kelly Bridges 0112484</u>	
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)		
Existing with no changes <input checked="" type="checkbox"/>	Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)		
Acct # <u>1000647852</u>	Quote # _____	PO # _____	Date <u>8/25/2017</u>
Name/Subscriber <u>TEXAS A & M UNIV SYSTEM GEN COUNSEL</u>		Bill To Acct # _____	
Order Confirmation Contact Name <u>Glenda Rogers</u>			
E-Mail <u>gkr@tamus.edu</u>			
Password Contact Name (for password delivery) <u>Glenda Rogers</u>			
E-Mail <u>gkr@tamus.edu</u>			
Time and Billing Contact Name <u>Glenda Rogers</u>			
E-Mail <u>gkr@tamus.edu</u>			
Federal Government Account Type	Non-FEDLINK <input type="checkbox"/>	FEDLINK <input type="checkbox"/>	GSA <input type="checkbox"/>
MSA Jurisdiction <u>Texas</u>	Contract # <u>DIR-LGL-CALIR-02</u>	Option # <u>1B</u>	
Permanent Address Change <input type="checkbox"/> One-Time Ship To <input type="checkbox"/> Additional Ship To <input type="checkbox"/> Additional Bill To <input type="checkbox"/> Name _____ Attn: _____ Address _____ Suite/Floor _____ City _____ State _____ County _____ Zip _____			

*** REQUIRED ***

IF NEEDED

Online/CD-ROM/Practice Solutions/Software Products

Full Svc #	Online/CD-ROM/Practice Solutions/Software Products	Quantity *	Monthly Rate Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly Charges
	OPTION 1B—ALL STATE AND FEDERAL	19		\$77		\$1,463
	Texas Briefs Plus Library	19		\$21		\$399
	CJS	19		\$11		\$209
	All Analytical	19		\$19		\$361
	Texas PMM Library	19		\$15		\$285
	Texas Graphical Bundle	19		\$21		\$399

Notes: SAID CODE: TXMS # DIR-LGL-CALIR-02, Option 1B

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

Total Monthly Charges \$ 3,116

Online/Practice Solutions/Software Products Subscriptions

Monthly Charges begin on the date West Publishing Corporation ("West, "we" or "our") processes your order and continue for 12 complete calendar months (Minimum Term). Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

Initial below for a longer Minimum Term.

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

_____ 36 month Minimum Term. Monthly Charges for the second 12 months will be _____% over the first 12 months, Monthly Charges for the third 12 months will be _____% over the second 12 months.

When your Minimum Term terminates, the following will apply:

Government Subscribers Post-Minimum Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

	West LegalEdcenter Products Subscriptions	
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Monthly Charges begin on the date we process your order and will continue for a Minimum Term of 12 complete calendar months. You are also responsible for Excluded Charges. Excluded Charges are charges for West LegalEdcenter programs which are not included in the Online CLE Pass. Excluded Charges will be billed at our then current rate via credit card billing.

Initial below for a longer Minimum Term.

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

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

Post Minimum Term. Your West LegalEdcenter subscription, not part of a WestlawPRO Select, will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to the then current retail rate. Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

_____ West LegalEdcenter annual billing (please check if requested)

	CD-ROM Products	
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Monthly Charges for CD-ROM Products subscriptions with Westlaw access begin on the date we process your order and continue for a Minimum Term of 12 complete calendar months. If you have an existing Per User CD-ROM license and are adding additional users with this Order Form, the Minimum Term in your underlying Order Form will apply.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates, replacement or supplemental CD-ROMs and online updates. If your CD-ROM product includes Westlaw access, you will be charged at our then current rate. Westlaw Charges will be invoiced and due monthly as incurred. For your reference, the current Westlaw charges schedules are located at <http://legalsolutions.com/schedule-a-westlaw>. Westlaw charges may change after at least 30 days written or online notice. Modification of Westlaw charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

_____ Initials for Post Minimum Term Subscription Services. I understand that West will continue to provide subscription services for the CD-ROM Products listed above after the Minimum Term. Your CD-ROM Products subscriptions will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to our then current retail rate.

Your West sales representative will provide frequency of updates upon request. For transportation charges, returns and refunds see Miscellaneous below.

Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

_____ CD-ROM annual billing (please check if requested)

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

Internal Corporate Use Only	BND
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Technical Contacts for Westlaw Patron Access and Campus Research

Technical Contact Name (please print): _____

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Patron Access: IP Address: _____

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

Campus Research: IP Address Range _____

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

____ Subscriber Initials _____ Terminals will be used for Patron Access (not required for Campus Research).

____ Subscriber Initials _____ Concurrent users will be used for Patron Access (not required for Campus Research).

Contact us to increase the number of publicly accessible terminals or concurrent users. If you are ordering the per terminal option, we reserve the right to increase your charges if we learn that you have increased the number of publicly accessible terminals without first contacting us.

For Internal Office Use Only**OF Instructions:** Max Concu = # of terms/Eml to WTC/Blk Ancil/I term = 5 atty = 1 pw/Tech cont = 59**Online/Practice Solutions/Software Renewals**

Sub Matl #	Online/Practice Solutions/Software Products	Current Monthly Charges*

Notes:

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

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

Initial below to select the Renewal Term.

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

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

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

When this Renewal Term expires the following will apply.

Government Subscribers Post-Renewal Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Renewal Term, and your Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Renewal Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

		Passwords and QuickView+						
Last Name	First Name, M.I.	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)
See attached								

QuickView is provided as a service to you for estimating your Westlaw charges. Actual charges billed may vary from QuickView+ due to discounts you receive or other charges, such as taxes <https://www.quickview.com>.

Identify which Westlaw password holder you would like to have Quickview+ access:

Last Name _____ First Name _____ E-mail _____

		Print/CD-ROM Products				
Full Svc #	Print/CD-ROM Products	Quantity	List Charges	Other	Charges	Print Subscription Service (y/n)

Notes:

Total Charges \$ _____

____ Initial for Subscription Services. I understand that West will continue to provide subscription services for the print and/or CD-ROM products designated above. Print and/or CD-ROM subscription services include automatic shipments. For print subscriptions you will receive automatic shipments of updates and supplements, such as pocket parts, pamphlets, replacement volumes or loose-leaf pages and will be billed or auto-charged or debited (if separately authorized) at our then current rates. Anniversary billed print products (annual billed and monthly billed) will be billed at then current rates. Monthly anniversary billed products will be billed monthly at then current rates. For CD-ROM subscriptions you will receive automatic shipments of updates and supplements and will be billed or auto-charged or debited (if separately authorized) at our then current rate.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the Miscellaneous section below.

Subscription services will continue until cancelled by either party at any time in writing. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

		Online/CD-ROM Products to be Lapsed		
Full Svc #	Online/CD-ROM Products	# of Passwords		
	CGWN SO MSA PER PASSWORD	ALL		

Notes:

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

____ Initial to block roaming access

Miscellaneous

1. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.
2. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.
3. **Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf>. Excluded Charges may change after at least 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.
4. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.
5. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Peer Monitor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.
6. **Transportation Charges.** Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.
7. **Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.
8. **General Terms and Conditions,** apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>. The General Terms and Conditions for Federal Subscribers is located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.
9. **Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

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

ACKNOWLEDGMENT

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

Printed Name Ray Bonilla
 Title General Counsel
 Date 08-28-12
 Signature X Ray Bonilla

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

For Internal Use Only (Rep to complete for telephone print orders only)
 By signing and completing below the Rep certifies that he/she discussed and received assent to the Subscription Services terms above from Subscriber.

Date: _____ Time: _____
 Name of Customer Placing Order: _____
 Signature of Rep: _____

Appendix C Pricing Index (Products and Pricing)

West is the foremost provider of integrated information solutions to the U.S. legal market. West has been providing legal, government, law enforcement, and information professionals with the highest-quality legal, news, business, public records, and law enforcement information, and the most innovative technology solutions and tools to manage them, for more than 140 years.

Pursuant to the RFO, West's Contract may be extended to allow non-state Texas agencies and other states and government jurisdictions (collectively referred to in this proposal as "Other Authorized Entities") to purchase under the Contract, subject to approval by DIR and West (see page 11).

Complete product and pricing details are provided in the following pages.

West CALIR Offerings Summary

Recognizing that Texas state and local agencies have diverse and unique online information research and solutions needs, West offers several options and packages, thus providing Texas state and local agencies with flexibility to pick and choose the option and/or package that is best suited to their specific end users' needs. West's Contract provides for three (3) different pricing options:

- **Option 1—Legal Research.** This option provides Texas agencies the ability to pick and choose from two (2) commonly requested legal research packages (Options 1A – 1B). These options also are consistent with the core legal research options offered under the existing CCG Contract. In addition, agencies may supplement these legal research packages by choosing additional content from a select list of optional separately priced add-on libraries.
- **Option 2—Investigative Research.** This option provides access to comprehensive public records, publicly available information, and proprietary data for investigative purposes. Thomson Reuters CLEAR helps law enforcement and agencies locate people faster, conduct due diligence more efficiently, and save valuable time and resources during investigations.
- **Option 3—Custom Packages.** The custom packages offered as part of this option recognize that Texas agencies may have diverse and unique needs that cannot be met by the pre-packaged content sets provided by West's Options 1 – 2. These custom packages provide maximum flexibility to purchase custom packages of legal and/or investigative online information that are specifically tailored to the unique research needs of individual agencies and end users.

In addition, West offers other similar products that might be of interest to DIR, such as legal drafting, practical law/legal know-how, print, case management, court management, continuing legal education (CLE), e-discovery, legal practice, and matter management.

PRICING

West's content offerings provide Texas state and local agencies with cost-effective pricing for access to an extensive variety of packages of online information and functionality that assist users in their research. Given the extensive variety of options and packages available, it may be helpful to speak to a West representative who is specifically trained to help assess your agency's unique needs. To discuss content and price options best suited to your agency's needs, please contact your West government sales representative.

AGENCY ORDERING INSTRUCTIONS

Texas state and local agencies may purchase products off the Contract by contacting their West government representative and completing the applicable West Order Form with the content/pricing option selected by the agency. Note that all POs must reference the Contract number.

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

OPTION 1—LEGAL RESEARCH (PER PASSWORD)

This option provides Texas purchasing agencies the ability to pick and choose from two (2) commonly requested legal research packages (Options 1A – 1B):

- Option 1A—Texas Core Resources with News Databases
- Option 1B—All State and Federal Resources with News Databases

Note that these options are consistent with the core options offered under the existing CCG CALIR Contract (State Agency Options A and C, as well as Local Agency Options A and C). Texas state and local agencies that are currently accessing this content under the existing Contract will experience a seamless migration/transition process, should they decide to continue their current level of services.

Agencies may supplement these core legal research packages by choosing additional content from a select list of optional separately priced add-on libraries, including the following:

- | | |
|--|--|
| ▪ All Analytical Library | ▪ Texas Analytical Library |
| ▪ American Law Reports (ALR) Library | ▪ Texas Employment Practitioner Core Library |
| ▪ American Jurisprudence (AMJUR) Library | ▪ Texas Criminal Secondary Library |
| ▪ Corpus Juris Secundum (CJS) Library | ▪ Texas Family Law Core Library |
| ▪ Law Reviews and Journals Library | ▪ Texas Pleadings, Motions, and Memoranda Library |
| ▪ Municipal Practitioner Core Library | ▪ Texas Briefs Plus Library |
| ▪ Criminal Expert Resources | ▪ Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library |
| ▪ Regulations with Editorial Enhancements (formerly RegulationsPlus) | ▪ Texas Form Finder |
| ▪ PeopleMap Premier | |

Pricing and descriptions of the content included for Options 1A-1B and the optional add-ons are provided in the following pages.

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

LEGAL RESEARCH

OPTION 1A—TEXAS CORE LEGAL RESOURCES WITH NEWS DATABASES

This option provides access to core Texas primary and analytical resources, as well as news databases.

Included Content:		<ul style="list-style-type: none"> ▪ Texas Primary Law Library ▪ Texas Practice Series Library ▪ Texas Practice Guide Library ▪ Texas Jurisprudence Library ▪ Employment Regulations Suite ▪ U.S. News Library 					
Fixed Monthly Charge:		Monthly Per User Per Agency Location Pricing					
# of Users	Initial Term*	Year 1	Year 2	Year 3	Year 4	Option Year 5	Option Year 6
1-25	\$47	\$47	\$49	\$52	\$54	\$57	\$60
26-50	\$45	\$45	\$47	\$49	\$52	\$54	\$57
51-100	\$42	\$42	\$45	\$47	\$49	\$52	\$54
101-150	\$40	\$40	\$42	\$44	\$47	\$49	\$51
151-200	\$38	\$38	\$40	\$42	\$44	\$47	\$49
201 +	\$36	\$36	\$38	\$40	\$42	\$44	\$46

*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

Note: Purchasing agencies with 1,000+ users may choose to contact West directly for custom pricing.

PACKAGE DESCRIPTION

Following are brief descriptions of the content, features, and services included in Option 1A.

Content

Texas Primary Law—Texas-specific materials, as well as federal resources concerning Texas. This library includes Texas cases, annotated statutes, administrative code, and court rules. Federal resources include federal district and circuit court decisions originating in Texas, all Supreme Court decisions, and the United States Code Annotated (USCA).

Texas Practice Series Library—Comprehensive reference set for Texas attorneys. Includes reference titles covering laws and rules on real property and evidence, as well as other titles such as The Jury Charge for Texas Civil Litigation and County and Special District Law.

Texas Practice Guide Library—Coverage of essential Texas practice areas with direct links to Texas Jurisprudence 3d, West's Texas Digest, Vernon's Texas Statutes and Codes Annotated and South Western Reporter 2d.

Texas Jurisprudence Library—Full text of Texas Jurisprudence, 3d.

Employment Regulations Suite—Texas State Office of Administrative Hearings Decisions, as well as administrative decisions and guidance documents from all 50 states. It provides a one-stop source for efficient regulatory research on employment, whether users are advising on overtime, workers' compensation, employee drug testing, or other areas of employment law.

U.S. News Library—Thousands of news and business information sources that offer reliable, comprehensive, and current and archival information from the United States. Sources include: newspapers, wires, news magazines, television and radio transcripts, financial news, business publications, and industry publications.

Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Research assistance (24/7/365)
- ✓ Unlimited access/usage of included content
- ✓ Unlimited download, email, print of included content
- ✓ Editorial Enhancements
- ✓ Online full-service citator and citation verification service (KeyCite, WestCheck)

- ✓ Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- ✓ Analytical and organizational tools (Folder Analysis, Research Report, Custom Pages)
- ✓ Alerts* and Current Awareness services (KeyCite Alert, WestClip) *[Excludes daily and continuous alerts.]
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

LEGAL RESEARCH

OPTION 1B—ALL STATE AND FEDERAL RESOURCES WITH NEWS DATABASES

This option provides access to an expanded collection of primary and analytical resources, including all state and federal, as well news databases.

Included Content:	<ul style="list-style-type: none"> ▪ All Primary Law Library ▪ Texas Practice Series Library ▪ Texas Practice Guide Library ▪ Texas Jurisprudence Library ▪ Federal Practice and Procedure Library ▪ American Jurisprudence (AMJUR) Library ▪ Employment Regulations Suite ▪ Regulations with Editorial Enhancements ▪ U.S. News Library 						
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing						
# of Users	Initial Term	Year 1	Year 2	Year 3	Year 4	Option Year 5	Option Year 6
1-25	\$77	\$77	\$81	\$85	\$89	\$94	\$98
26-50	\$73	\$73	\$77	\$81	\$85	\$89	\$93
51-100	\$69	\$69	\$73	\$77	\$80	\$84	\$89
101-150	\$66	\$66	\$69	\$73	\$76	\$80	\$84
151-200	\$63	\$63	\$66	\$69	\$73	\$76	\$80
201 +	\$60	\$60	\$63	\$66	\$69	\$72	\$76

*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

Note: Purchasing agencies with 1,000+ users may choose to contact West directly for custom pricing.

PACKAGE DESCRIPTION

Following are brief descriptions of the content, features, and services included in Option 1B.

Content

All Primary Law Library—Federal and state case law, administrative decisions, 50 state statutes (including United States Code Annotated), and administrative rules and regulations.

Texas Practice Series Library—Comprehensive reference set for Texas attorneys, covering laws and rules on real property and evidence, as well as other titles such as The Jury Charge for Texas Civil Litigation and County and Special District Law.

Texas Practice Guide Library—Coverage of essential Texas practice areas with direct links to Texas Jurisprudence 3d, West's Texas Digest, Vernon's Texas Statutes and Codes Annotated and South Western Reporter 2d.

Texas Jurisprudence Library—Full text of Texas Jurisprudence, 3d.

American Jurisprudence (AMJUR) Library—Full text of AMJUR 2d, which provides authoritative answers to any aspect of civil, criminal, substantive, and procedural law. Cases, statutes, and regulations from all 50 states and federal courts are researched and analyzed to create Am Jur articles.

All Federal Practice and Procedure Library—Definitive treatise on practicing law in the federal courts.

Employment Regulations Suite—Texas State Office of Administrative Hearings Decisions, as well as administrative decisions and guidance documents from all 50 states. It provides a one-stop source for efficient regulatory research on employment, whether users are advising on overtime, workers' compensation, employee drug testing, or other areas of employment law.

Regulations with Editorial Enhancements (formerly RegulationsPlus)—Federal regulatory research system that helps researchers stay fully informed on regulatory issues with editorial summaries of case law decisions, notification tools, version history, and citing references.

U.S. News Library—Thousands of news and business information sources that offer reliable, comprehensive, and current and archival information from the United States. Sources include: newspapers, wires, news magazines, television and radio transcripts, financial news, business publications, and industry publications.

Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Research assistance (24/7/365)
- ✓ Unlimited access/usage of included content
- ✓ Unlimited download, email, print of included content
- ✓ Editorial Enhancements
- ✓ Online full-service citator and citation verification service (KeyCite, WestCheck)

- ✓ Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- ✓ Analytical and organizational tools (Folder Analysis, Research Report, Custom Pages)
- ✓ Alerts and Current Awareness services (KeyCite Alert, WestClip) *[Excludes daily and continuous alerts.]
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

LEGAL RESEARCH

OPTION 1—OPTIONAL ADD-ON CONTENT

If an agency selects an Option 1 Legal Research package (1A – 1B), the following optional separately priced add-on libraries are available. For any add-ons selected by the agency, the corresponding monthly per-user charge will be added to the Legal Research package charge.

Optional Add-On Content (Monthly Per User Per Agency Location Pricing)							
Library Name	Initial Term*	Year 1	Year 2	Year 3	Year 4	Opt. Yr. 5	Opt. Yr. 6
All Analytical Library	\$19	\$19	\$20	\$21	\$22	\$23	\$24
American Law Reports (ALR) Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
American Jurisprudence (AMJUR) Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
Corpus Juris Secundum (CJS) Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
Law Reviews and Journals Library	\$4	\$4	\$4	\$4	\$5	\$5	\$5
Municipal Practitioner Core Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
Criminal Expert Resources	\$13	\$13	\$14	\$14	\$15	\$16	\$17
Regulations with Editorial Enhancements	\$8	\$8	\$8	\$9	\$9	\$10	\$10
PeopleMap Premier	\$75	\$75	\$79	\$83	\$87	\$91	\$96
Texas Analytical Library	\$13	\$13	\$14	\$14	\$15	\$16	\$17
Texas Employment Practitioner Core Library	\$15	\$15	\$16	\$17	\$17	\$18	\$19
Texas Criminal Secondary Library	\$12	\$12	\$13	\$13	\$14	\$15	\$15
Texas Family Law Core Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
Texas Pleadings, Motions, and Memoranda Library	\$15	\$15	\$16	\$17	\$17	\$18	\$19
Texas Briefs Plus Library	\$21	\$21	\$22	\$23	\$24	\$26	\$27
Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library	\$21	\$21	\$22	\$23	\$24	\$26	\$27
Texas Form Finder	\$11	\$11	\$12	\$12	\$13	\$13	\$14

*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

PACKAGE DESCRIPTION

Content

Please see following page for brief descriptions of the content available as optional add-ons to Options 1A and 1B.

Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Research assistance (24/7/365)
- ✓ Unlimited access/usage of included content
- ✓ Download, email, print of included content
- ✓ Editorial Enhancements
- ✓ Online full-service citator and citation verification service (KeyCite, WestCheck)
- ✓ Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- ✓ Analytical and organizational tools (Folder Analysis, Research Report, Custom Pages)
- ✓ Alerts and Current Awareness services (KeyCite Alert, WestClip) **[Excludes daily and continuous alerts.]*
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

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LEGAL RESEARCH

OPTION 1—OPTIONAL ADD-ON CONTENT

Following are brief descriptions of the content available as optional add-on to Options 1A – 1B.

Content Descriptions

All Analytical Library—Combines expert legal analysis with forms, jury instructions, and more. Includes ALR, All AMJUR, Restatements of the Law, Federal Practice and Procedure, Causes of Action, Forms, Jury Instructions, and Law Reviews and Journals.

American Law Reports (ALR) Library—Leading case-finding tool in America. It is a continuing series of articles that collect and analyze every court case decided on a particular point of law. Contains full text of First, Second, Third, Fourth, Fifth, Sixth, and Federal Series.

American Jurisprudence (AMJUR) Library—Full text of AMJUR 2d, which provides authoritative answers to any aspect of civil, criminal, substantive, and procedural law. Cases, statutes, and regulations from all 50 states and federal courts are researched and analyzed to create Am Jur articles.

Corpus Juris Secundum (CJS) Library—CJS helps researchers understand unfamiliar areas of law by providing links to cases, statutes, regulations, West Key Numbers, Restatements of the Law, and more. It provides quick overviews of topics with Black Letter Summaries and is also fully integrated with the West Key Number System.

Law Reviews and Journals Library—Respected law reviews, law journals, and other professional legal publications.

Municipal Practitioner Core Library—Legal analysis, treatises, practice guides, and forms for the municipal law practitioner. This library consolidates municipal law analytical materials on Westlaw into one collection to save researchers time. It provides access to titles such as McQuillin Municipal Law Report, Matthews Municipal Ordinances, and Zoning and Planning Law Report.

Criminal Expert Resources Library—Essential resources for finding a criminal expert witness, including Expert, Attorney, and Judge Profiles; Expert Witness Curricula Vitae and Resumes; and Expert Witness Checklists.

Regulations with Editorial Enhancements (formerly RegulationsPlus)—Federal regulatory research system that helps researchers stay fully informed on any regulatory issue with editorial summaries of case law decisions, notification tools, version history, citing references and more.

PeopleMap Premier—comprehensive and current collection of public records and investigative information resources for locating people, assets, licenses and registrations, adverse filings, and business and corporate information. Includes advanced tools for efficient searching.

Texas Analytical Library—Complete collection of Texas-related legal guides, forms and authorities on topics such as on workers compensation, personal injury and torts practice, civil rules practice and more.

Texas Employment Practitioner Core Library—Essential employment law practice guides, forms, checklists, journals, and law reviews. Covers topics such as employment litigation, transactional and compliance topics.

Texas Criminal Secondary Library—Secondary materials needed for those practicing in Texas courts. Includes Texas-specific jury instructions and analytical materials, jurisdictional and national practice guides, forms and checklist, news, criminal journals, law reviews, and more.

Texas Family Law Core Library—Wide range of current Texas family law forms which helps users to analyze the law and evaluate legal strategy with West's respected secondary treatises and CLE materials.

Texas Pleadings, Motions, and Memoranda—Selected trial pleadings, motions, and memoranda from Texas state courts. These materials provide ideas, strategies, and insight to help learn how attorneys in previous cases pled and argued similar fact situations and law.

Texas Briefs Plus Library—Appellate briefs filed in Texas state courts and Federal briefs from the U.S. Court of Appeals for the Fifth Circuit and U.S. Supreme Court. Provides selected trial pleadings, motions, memoranda, and jury instructions from Texas state courts, as well as pleadings, motions, and memoranda from U.S. district and bankruptcy courts within the jurisdiction of the Fifth Circuit.

Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library—Includes Graphical Statutes, PastStat Locator, and the Texas Legislative History Library.

- **Graphical Statutes.** Illustrates the evolution of statute in an easy-to-read display that incorporates the prior, current and future versions of a statute.
- **PastStat Locator.** Instant access to the statute version that was in effect on the date the legal matter actually occurred, beginning on January 1, 1999.
- **Legislative History.** Journals, floor debates, reports, bill drafts, testimony, Governor's messages and votes.

Texas Form Finder—Hundreds of easily searchable official forms for Texas state, local and federal courts, as well as government agencies.



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OPTION 2—INVESTIGATIVE RESEARCH (PER PASSWORD)

This option provides access to Thomson Reuters CLEAR Investigations Basic for Texas law enforcement and for investigators in agencies and other state government offices. CLEAR Investigations Basic is an enhanced version of the previous CLEAR product West offered under the CCG Contract. It provides more content and augmented capabilities over its predecessors.

CLEAR public records data provides tremendous benefit to authorized users in locating persons and assets, verifying identities, identifying businesses and business affiliations, and uncovering potentially adverse information. CLEAR provides comprehensive data sources with current and historical data, enhanced functionality, and exclusive offerings that comprise the most comprehensive investigative platform available.

Under this plan, investigators and analysts in law enforcement and other government agencies will access and search CLEAR's public records data, publicly available data, and proprietary data via the CLEAR platform (available via web browser on computer or mobile device). Additional delivery modes for CLEAR data as well as other premium features and services are available via a CLEAR custom package plan (see Option 3, Custom Packages).

Pricing and brief descriptions of the content, features and services included in Option 2 are provided on the following page.

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INVESTIGATIVE RESEARCH

OPTION 2—CLEAR INVESTIGATIONS BASIC

2. CLEAR Investigations Basic (Monthly Per User Pricing)							
# of Users	Initial Term	Year 1	Year 2	Year 3	Year 4	Option Year 5	Option Year 6
1-250	\$66	\$66	\$69	\$73	\$76	\$80	\$84
251-500	\$63	\$63	\$66	\$69	\$73	\$76	\$80
501-750	\$60	\$60	\$63	\$66	\$69	\$72	\$76
751+	\$57	\$57	\$59	\$62	\$66	\$69	\$72

*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

Pricing Notes:

- Tier pricing will remain fixed for the duration of the year. Tiers are based on the total number of users within an individual option and do not aggregate across other options or states. Invoices will be generated at the location level.
- Purchasing agencies with 1,000+ users may choose to contact West directly for custom pricing.

PACKAGE DESCRIPTION

Following is a brief description of the content included in Option 2.

Content

CLEAR Investigations Basic—Provides access to CLEAR's standard searching, reporting, and functionality. CLEAR standard search types include: Person, Business, Phone, Property, Vehicles, Watercraft, License, and Court. Also includes comprehensive Individual and Company reports, as well as more streamlined Contact and Basic reports. A dashboard provides access to tools such as Quick Analysis Flags and Address Mapping, and the Workspace feature provides link chart and mapping capabilities. (Excluded content: TransUnion credit header gateway, Vehicles gateway, Web Analytics feature.)

Features and Services

- | | |
|---|--|
| ✓ Training (Initial and on-going at no additional charge) | ✓ Analytical and organizational tools (My Workspace) |
| ✓ Service availability (24/7/365) | ✓ Online account management tools (My Account, QuickView+) |
| ✓ Technical support (24/7/365) | ✓ Mobile access |
| ✓ Download, email, print of included content | |

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

OPTION 3—CUSTOM PACKAGES

Custom packages are offered in recognition that Texas state and local agencies may have diverse and unique needs that cannot be met by the pre-packaged content sets provided by West's Options 1 and 2.

These custom packages provide purchasing agencies with maximum flexibility to purchase custom packages of online legal, investigative, law enforcement, correctional, print, and other Thomson Reuters/West products and solutions that are specifically tailored to the research needs of individual agencies and end users. Offering customized packages allows an agency to enjoy the best value, in terms of both price and content.

Pricing is not available under this option as the custom agency-specific pricing will be negotiated with the purchasing agency based on its research needs. Please contact your local West government representative for more information about these custom plans and to obtain your discount. West can also provide agencies with free trial access.



OTHER SIMILAR PRODUCTS OFFERED BY VENDOR

In addition to our core offerings, West offers additional products that may be of interest to DIR, such as legal drafting, practical law/legal know-how, case management, court management, continuing legal education (CLE), e-discovery, legal practice, and matter management. West also offers an expansive print collection, and print discounts might be available for eligible agencies. (Please note that some of our print discount plans are not packaged with online offerings.)

Please see your local West government representative for more information regarding any of these additional products.



Vendor Standard Terms and Conditions

The following terms and conditions apply to purchases made under this Contract for authorized/eligible State of Texas Department of Information Resources (hereinafter "DIR") Customers.

- **Eligibility**—Available only to authorized Texas state and local agencies as agreed upon by the terms of the Contract negotiated between the Texas Department of Information Resources ("DIR") and West Publishing Corporation ("West"). The following entities are eligible to purchase CALIR products and services under this Contract (Bid Package 4, Appendix A, Subsection 3(A), as amended by Exhibit A):

"Customer - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, subject to West's approval, and except for telecommunications services under Chapter 2170, Texas Government Code."

Please note: West does not agree to allow entities as defined in Sections B-J of Bid Package 4, Appendix A, Subsection 3(B-J) to purchase products and services under this contract.

The rates set forth hereunder are available only to authorized state and local government personnel accessing West products for government purposes.

Pursuant to the RFO, West's contract may be extended to other non-Texas state agencies and political subdivisions of other states, subject to West's approval.

- **Agency/Purchasing Agency Locations**—Each purchasing agency location must subscribe separately (for Options 1 and 2). Access is limited to the agency's personnel at that location. Purchasing agencies with multiple locations may purchase under Option 3 (Custom Packages).
- **Authorized Users**—Only users authorized to use West products by the purchasing agency may access and use West products under the terms of this agreement, and such use must be solely for purposes directly related to the purchasing agency's research and work.
- **Passwords**—Each user must be assigned a separate password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among users is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to the purchasing agency and invoice the Password Rate if West learns that the product has been used by a person other than the person to whom the password has been issued.
- **Password Rates**—The Monthly Charge per User under each option 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 one option to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.
- **Included and Excluded Charges**—Purchasing agencies will receive the content package as described in their West Order Form. Access to and usage of any other databases, features, and services is excluded and will be billed separately as excluded charges. The excluded content, features, and services will be charged at the applicable rates (including applicable transaction, communications, and other associated charges, if any) for each database, feature, or service accessed according to the then-current terms and conditions as set forth in

the then-current Schedule A Plan 2 Westlaw Government Service or Schedule A Plan 2 Westlaw PRO (Westlaw), or the then-current CLEAR Services Schedule A (CLEAR).

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 to West, or if the databases, features, and services are enhanced or released after the effective date of any contract awarded to West pursuant to this Response. Purchasing entities will receive online notification and may have the option to change plans or terminate if a material change is made.

- **CLEAR Usage**—West’s proposal allows for CLEAR usage up to ten times the proposed fixed-rate guarantee. (Usage will be calculated using then-current retail rates.) In the event the purchasing agency’s CLEAR usage exceeds this limit during any month of the proposed contract term, West may, at its option, (1) limit the purchasing agency’s access to live gateways for the remainder of the contract term, (2) request that the parties enter into good faith negotiations for an adjusted fixed rate, or (3) terminate the contract (after providing ten days written notice to the purchasing agency).
- **New Databases, Features, Services, and Platforms**—West reserves the right to charge for any new databases, features, services, or platforms released during the term of this contract (whether “third-party” databases or not), and such charges may be separate from and in addition to the Fixed Monthly Charge. Such charges (if any) shall not be greater than the charges at which such databases, features, services, or platforms are made available to West’s other government subscribers under West’s then-current Schedule A Plan 2 Westlaw Government Service (Westlaw) or CLEAR Services Schedule A (CLEAR).
If, however, any new databases, features, services, or platforms released during the term of this contract are made generally available to government subscribers as part of their fixed rate agreement, West will also make these same new databases, features, services, or platforms available to the purchasing agency at no extra cost.
- **Ordering Documents**—The attached West Order Form and license agreement (General Terms and Conditions--Thomson Reuters Legal Products and Services) provide complete details regarding West’s offer. These documents will be incorporated by reference into and made part of any contract awarded to West. In addition, access to and usage of CLEAR requires completion of the then-current Account Validation and Certification (AVC) Form. (Current copies of these documents are included in Appendix D.)
- **Contractor Information**—Any contract resulting from this proposal will be with:

Legal Contracting Entity:	West Publishing Corporation
Doing Business As (DBA):	West, a Thomson Reuters business
Corporate Address:	610 Opperman Drive, Eagan, MN 55123
Remittance Address:	P.O. Box 6292, Carol Stream, IL 60197-6292
Federal Tax ID #:	41-1426973
DUNS #:	14-850-8286
Cage Code:	89101

- **Ordering Instructions**—Authorized purchasing agencies may purchase products off the Contract by contacting their West government representative and completing the applicable West Order Form and any necessary credentialing documents, and attaching the applicable West Order Form with the content/pricing option selected by the purchasing agency. Note that all Order Forms must reference the State Contract number and the Option(s) selected.
- **Signature Requirements**— The applicable Order Form and any related documentation must be signed by an authorized representative. In lieu of a signed Order Form, an agency must submit a Purchase Order that contains the following incorporating clause: “This Purchase Order incorporates the attached West Order Form made pursuant to the DIR Contract No. DIR-LGL-CALIR-02.”

- **Order Processing**—Orders will be processed as follows:
 - **Options 1 and 2:** Service will begin 5-7 days following receipt of a fully executed, clean, and process-able West Order Form, and after any necessary credentialing has been completed.
 - **Option 3:** Service will begin the first day of the first month following receipt of the fully executed West Order Form and after any necessary credentialing has been completed, provided adequate time is available for implementing the contract. In general, to implement a contract, West must receive the fully executed, applicable West Order Form no later than five business days prior to the end of the month preceding the start of service.

Orders received that do not follow these guidelines will not be accepted or will delay processing.

- **Survivability**—At the time of expiration or cancellation of the Contract, any existing multi-year agreement between West and a purchasing agency will remain in effect and continue to exist under the terms and conditions of the Contract, including payment for services, until the term expires as set forth in the multi-year agreement.

SOFTWARE LICENSE AGREEMENTS AND SAMPLE ORDERING DOCUMENTS

Copies of West's software license agreements and ordering documents/forms are part of Appendix D.