

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 6/29/18

CONTRACT #: 8002351

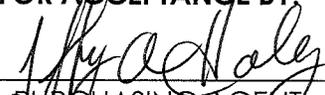
NIGP CODE: 715*

CONTRACT FOR: Legal Research Services

CONTRACTOR: Westlaw Publishing Corporation

VENDOR CODE #: 177732

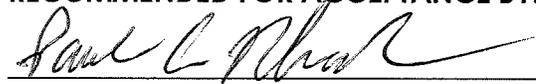
SUBMITTED FOR ACCEPTANCE BY:



JEFF HALEY, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 6/29/18

RECOMMENDED FOR ACCEPTANCE BY:



PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 6/29/18

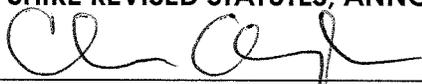
APPROVED FOR ACCEPTANCE BY:



GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 6/29/18

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 6/29/18

.....

Subject: Legal Research Service

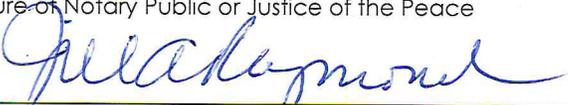
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Concord, NH 03301	
1.3 Contractor Name West Publishing Corporation VC#177732		1.4 Contractor Address 610 Opperman Drive, Eagan, MN 55123	
1.5 Contractor Phone Number 651-687-4403	1.6 Account Number Various	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$372,000.00
1.9 Contracting Officer for State Agency Jeff Haley		1.10 State Agency Telephone Number 603-271-2202	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John S. Nelson, Director	
1.13 Acknowledgement: State of Minnesota , County of Dakota On June 21, 2018 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Jill Raymond, Contract Administration and Compliance Specialist			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A
SCOPE OF SERVICES

1. INTRODUCTION

West Publishing Corporation (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Legal Research Services in accordance with the proposal submission in response to State Request for Proposal #2034-18 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFP 2034-18
- f. EXHIBIT E Westlaw Attachments

3. TERM OF CONTRACT

This contract shall commence on July 1, 2018 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on June 30, 2021, a period of approximately three (3) years.

The contract term may be extended by an additional term of 2 years at the sole option of the State, subject to the parties' prior written agreement on terms and applicable fees for each extended term.

4. SCOPE OF WORK

Contractor shall provide Web Based Legal Research services available to all State Agencies. The solution will be hosted by the Contractor and accessible via web-browser. Subject matter shall include, but not be limited to.

- New Hampshire and Federal statutes and regulations including administrative rules
- Court opinions and case law covering federal and New Hampshire courts
- Shepards-type case treatment analysis, legislative histories, public records and other legal databases covering law reviews, legal encyclopedias and treatises
- Specialized legal topics such as tort, contract, administrative law, consumer protection, antitrust, eminent domain, constitutional law, criminal law
- Such materials shall be searchable via keyword or terms and connector-type queries, with online assistance available

ONLINE LEGAL RESEARCH CONTENT

National Primary Materials, Including:

- New Hampshire, other State, and Federal cases, statutes, regulations, and administrative decisions
- Legislative History
- Graphical Statutes

- PastStat Locator
- Regulations with Editorial Enhancements

Analytical Materials, Including:

- ALR, AMJUR, and CJS
- Law Review and Journals
- Legal Treatises and Topical Materials
- News
- Practical Law (Legal-Know)
- Drafting Assistant
- Litigation Features
- Transactional Features
- Public Records, Including:
- PeopleMap Premier
- Company Investigator

SERVICES

- Training (Initial and on-going)
- 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 citatory and citation verification service (KeyCite, WestCheck)
- Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- Analytical and organizational tools (Folder Analysis, Research Reports, Custom Pages)
- Alerts and Current Awareness services (KeyCite Alert, WestClip) *excludes daily and continuous alerts*
- Online account management tools
- Mobile access

ONGOING ACCOUNT ACTIVITIES

Account Management- Daily support and account management will be handled by

Emily Douglas, Esq., Client Manager
 Phone 401-489-8813
Emily.douglas@tr.com

TRAINING

Contractor shall provide several options for training sessions based on the agencies area of practice.

- **On-site:** Westlaw will provide professional training staff at agency locations.
- **Telephone and Webinar:** Westlaw will be available between 7:00a.m. to 7:00p.m. Central Time Monday through Friday for telephone or webinar training.
- **Online:** Free online modular courses are available

TECHNICAL REQUIREMENTS:

A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.

The hosting server for the State shall be available twenty-four (24) hours a day, seven (7) days a week except for during scheduled maintenance.

The Contractor will endeavor to provide two (2) business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.

The solution must be compatible with the following browsers:

Microsoft Edge 14+
Internet Explorer 11
Chrome 50+
Firefox 35+
Safari 10+

The solution needs to work without any plug-ins or requiring JAVA to be installed, etc.

The solution must be available in a mobile ready format (adapts to different browsers on desktops, tablets or smartphones).

The solution must comply with Title II of the Americans with Disabilities Act, and be consistent in design and navigation with Section 508 of the Rehabilitation Act of 1973 to the extent provided in Contractor's product VPAT.

WARRANTIES

- **SYSTEM**
The Contractor shall warrant that the System must operate to conform to the Specifications, terms, and requirements of the RFP.
- **SOFTWARE**
The Contractor shall warrant that the Software is properly functioning within the System, compliant with the requirements of the RFP, and will operate in accordance with the Specifications.
- **NON-INFRINGEMENT**
The Contractor shall warrant that it has good title to, or the right to allow the State to use all Services, equipment, and Software provided under this RFP, and that such Services, equipment, and Software ("Material") do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.
- **VIRUSES; DESTRUCTIVE PROGRAMMING**

The Contractor shall warrant that the Software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

- **COMPATIBILITY**

The Contractor shall warrant that all System components, including any replacement or upgraded System Software components provided by the Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

- **PROFESSIONAL SERVICES**

The Contractor shall warrant that all Services provided under this Contract shall be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

- **WARRANTY SERVICES**

The Contractor shall agree to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, at no additional cost to the State, in accordance with the Specifications and terms and requirements of the RFP, including without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

- **ONGOING SOFTWARE MAINTENANCE AND SUPPORT LEVELS MAINTENANCE RELEASES**

The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

SUBCONTRACTORS

- Contract shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other contractor without prior written approval by the State.
- The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job.
- Subcontractors must abide by all terms and conditions under this Contract.

ADDITIONAL REQUIREMENTS

The State requires ten (10) days advance knowledge of work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

All services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

5. TERMINATION

After the initial 12 month period, the State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all Legal Research services strictly pursuant to, and in conformity with, the specifications described in State RFB #2034-18, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Legal Research services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$372,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Fixed Pricing Based on Minimum of 60 Users at DOJ	
Pricing Per User	
Effective Date Range	Monthly Per User Price
Year 1: July 1, 2018 - June 30, 2019	\$86.00 Per Month Per User
Year 2: July 1, 2019 - June 30, 2020	\$88.00 Per Month Per User
Year 3: July 1, 2020 - June 30, 2021	\$90.00 Per Month Per User

- Per user pricing is for State Agencies and is based on a minimum of 60 users at the New Hampshire Department of Justice (see Exhibit E).
- Eligibility: State Agencies only.

4. INVOICE

Invoices shall be submitted after completion of work to the requesting agency. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction.

5. PAYMENT

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

**EXHIBIT C
SPECIAL PROVISIONS**

The State of New Hampshire and the Contractor hereby mutually agree to the following changes of the General Provisions. Should a conflict exist between these Special Provisions and the State's Form P-37 Contract, These Special Provisions shall govern:

Section 9.2 of form P-37 is deleted and replace with the following:

9.2 All data and any property which has been received from the State, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

Add Section 13.1 to Form P-37 the following:

13.1 Exceptions. Notwithstanding anything to the contrary in this Section, Contractor is not obligated to indemnify, hold harmless, or defend the State against any claim if such claim or corresponding losses arise out of or result from, State's:

Add Section 13.1.1 to Form P-37 the following:

13.1.1 gross negligence, recklessness or willful misconduct; or

Add Section 13.1.2 to Form P-37 the following:

13.1.2 bad faith failure to materially comply with any of its obligations set forth in this Agreement; or

Add Section 13.1.3 to Form P-37 the following:

13.1.3 use of the Products in any manner not otherwise authorized under this Agreement

Section 14.3 of form P-37 is deleted and replace with the following:

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

EXHIBIT D

RFP #2034-18 is incorporated here within.

Contractor Initials JSN
Date 6/21/2018

EXHIBIT E

Contractor's Revised Pricing Offer (dated 5/30/2018), Order Form, and General Terms and Conditions for TR Legal Products and Professional Services are incorporated here within.

Remainder of page intentionally left blank.

Contractor Initials JSN
Date 6/21/2018

RESPONSE TO RFP 2034-18 – REVISED PRICING OFFER

We propose to provide access to Thomson Reuters Westlaw to the New Hampshire Department of Justice and other New Hampshire State Agencies. The content included in this offer is responsive to the RFP Scope of Work. It also includes access to additional content and tools, providing legal drafting assistance and legal know-how resources.

Westlaw for the New Hampshire Department of Justice		
Proposed Content: <ul style="list-style-type: none"> ▪ National Primary Materials, including: <ul style="list-style-type: none"> – NH, other state, and federal cases, statutes, regulations, and administrative decisions – Legislative History – Graphical Statutes – PastStat Locator – Regulations with Editorial Enhancements ▪ Analytical Materials, including: <ul style="list-style-type: none"> – ALR, AMJUR, and CJS – Law Reviews and Journals – Legal Treatises and Topical Materials – News ▪ Practical Law (Legal-Know) ▪ Drafting Assistant <ul style="list-style-type: none"> – Litigation Features – Transactional Features ▪ Public Records, including: <ul style="list-style-type: none"> – PeopleMap Premier – Company Investigator 		
Research Platform:	Thomson Reuters Westlaw	
User Limit:	60 Authorized Agency Users at the Department of Justice	
Period of Performance	Fixed Monthly Charge	Annual Cost
Year 1: July 1, 2018 – June 30, 2019	\$5,167 per month	\$62,004
Year 2: July 1, 2019 – June 30, 2020	\$5,271 per month	\$63,252
Year 3: July 1, 2020 – June 30, 2021	\$5,376 per month	\$64,512
<i>Option Year 4: July 1, 2021 – June 30, 2022</i>	<i>\$5,484 per month</i>	<i>\$65,808</i>
<i>Option Year 5: July 1, 2022 – June 30, 2023</i>	<i>\$5,593 per month</i>	<i>\$67,116</i>

Additional State Agency Users

Additional State Agencies can purchase the same Westlaw package at the following per password rate. Note: This per password rate is predicated on the guaranteed minimum purchase of 60 Users, at the price shown above.

Westlaw for Additional State Agencies	
Period of Performance	Fixed Monthly Charge Per User Per Agency
Year 1: July 1, 2018 – June 30, 2019	\$86 per month per user
Year 2: July 1, 2019 – June 30, 2020	\$88 per month per user
Year 3: July 1, 2020 – June 30, 2021	\$90 per month per user
<i>Option Year 4: July 1, 2021 – June 30, 2022</i>	<i>\$92 per month per user</i>
<i>Option Year 5: July 1, 2022 – June 30, 2023</i>	<i>\$94 per month per user</i>

OFFER NOTES

- Content included in this package meets the requirements of the RFP SOW.
- Per User Pricing is for State Agencies only and is based on a guaranteed minimum of 60 Users at the NH Department of Justice.
- State Agencies under this contract will be billed individually.
- Other Eligible Participants (i.e., local agencies) may choose to purchase off this MSA separately.

Note: All other terms and conditions submitted with Thomson Reuters original proposal, dated 4/23/2018, remain unchanged.

WEST ORDER FORM – SPECIAL OFFER

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



THOMSON REUTERS™

SUBSCRIBER INFORMATION				
Account Name	Customer		Contact Name	
Address Line 1			Title	
Address Line 2			Email	
			Phone	
OFFER INFORMATION				
Agreement Number			Effective Date	
Material ID	Subscribed Products & Services	Authorized Users	Subscription Periods	Monthly Charges
			7/1/2018 – 6/30/2019	\$X,XXX

1. **The General Terms and Conditions**, located at static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf apply to all products licensed on this ordering document. In the event that there is a conflict of terms between the General Terms and Conditions and this ordering document, the terms of this ordering document control.

2. **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.

3. **Excluded Charges.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf, and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

4. **Returns and Refunds.** Westlaw (including Westlaw China, Campus Research, Paralegal, Patron Access and Correctional Facilities), CLEAR (including CLEAR Window), Monitor Suite, ProView eBook, West LegalEdcenter, Software, TREWS, Serengeti and Practice Solutions charges are not refundable. Please see 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, including returns and refunds applicable to print products received as part of a multi-year contract such as, but not limited to, Library Maintenance Agreements.

5. **Applicable Law.** New Hampshire state law will apply and any claim may be brought in New Hampshire state court.

6. **Termination.** This ordering document shall terminate simultaneously with termination of the General Terms and Conditions.

7. **Passwords.** For our products accessed by individually-issued passwords, each user, including each user that receives training, must purchase and be assigned his/her own password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among your personnel is STRICTLY PROHIBITED. We reserve the right to issue additional passwords to you and charge you for such additional password if we learn that a password has been used by a person other than the person to whom the password has been issued.

8. **Material Change.** The parties agree to good faith renegotiation of the terms and conditions of this ordering document if there is a material change in your organizational structure including, but not limited to merger, acquisitions, significant increase in the number of attorneys at a location covered by the agreement, divestitures or downsizing. If you merge with, acquire or otherwise combine with another West products/services subscriber, you will pay the invoiced charges on both agreements as they become due until a superseding agreement is negotiated in good faith.

ACKNOWLEDGMENT

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

SAMPLE CUSTOMER**WEST PUBLISHING CORPORATION**

Signature _____ Date _____

Signature _____ Date _____

Name (please print) _____

Name (please print) _____

Title _____

Title _____

Thomson Reuters Legal Products and Professional Services

These General Terms and Conditions govern your use of the Thomson Reuters Legal information products, software products which include on-premise software and hosted software, and professional services in the Thomson Reuters ordering document. “We”, “our”, “Thomson Reuters” and “Thomson Reuters Legal” means West Publishing Corporation and our affiliates; “you” and “your” means the Subscriber identified in the ordering document.

The ordering document identifies the Thomson Reuters products and professional services, the quantities, charges and other details of your order. The ordering document also refers to documents which may apply to the products or professional services you selected. The ordering document, any applicable referenced documents and these General Terms and Conditions constitute the complete agreement and supersede any prior discussions or representations regarding your order. If the terms of the ordering document are different from these General Terms and Conditions, the ordering document will have priority. Other terms and conditions you incorporate into a purchase order or similar document shall not apply.

1. License Terms. (a) We grant a non-exclusive, non-transferable, limited license to you to use the product in your ordering document in the regular course of your business. We maintain all rights of ownership to our products. Our products change from time to time. Access to certain data may be restricted. We are not providing legal advice by allowing you to use our products. Your interpretations of data are your own for which you have full responsibility.

(b) On-premise software product licenses include updates (bug fixes, patches, maintenance releases) but do not include upgrades (releases or versions that include new features or additional functionality). You may use our software product in object code only. You may make copies of our software product for backup and archival purposes. The copy must include an embedded copyright or proprietary rights notice. No other copying or reproduction is allowed. You may not modify, translate or create derivative works of our software products.

(c) You may quote and excerpt from our information products in your work with the appropriate cite and credit to the source. Except as provided in paragraph 1 (d), you may store data from our information products in a secure internal system in the regular course of your business. You may display our information product data internally. You may transmit our information product data electronically using a feature in the information product or print and share that information product data as necessary in the regular course of your business. Copyright notices must be retained on the transmitted or printed items. The Copyright Act (17 U.S.C.A. 107) fair use provision may allow additional uses.

(d) You may not sell, sublicense, distribute, display, store or transfer our products or any data in our products in bulk or in any way that could be used to replace or substitute for our products in whole or in part or as a component of any material offered for sale, license or distribution to third parties. You may not use any means to discern the source code of our products.

(e) Your access to certain products is password protected. You are responsible for assigning the passwords and maintaining password security. Sharing passwords is strictly prohibited.

(f) You may not run or install any computer software or hardware on our products or network or introduce any spyware, malware, viruses, Trojan horses, backdoors or other software exploits.

(g) We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b).

(h) If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and

completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by these General Terms and Conditions.

2. Third Party Providers. Our products may include data and/or software from third parties. Some third party providers require us to pass additional terms through to you. The third party providers change their additional terms occasionally and new third party providers are added from time to time. You agree to comply with all applicable third party additional terms. To see the current third party additional terms for Westlaw and CLEAR information products go to <http://legalsolutions.com/westlaw-additional-terms> and <http://legalsolutions.com/clear-additional-terms>.

3. Regulated Data. Due to the regulated or private nature of some data in our information products like credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us.

4. Hosted Products. (a) Our hosted products are designed to protect the content you store in the hosted product. You grant us permission to use, store and process your content in accordance with applicable law. Access and use of your content by our employees and contractors will be directed by you and limited to the extent necessary to deliver the hosted product, including training, research assistance, technical support and other services. We will not disclose your content except in support of the use of the hosted products or unless required by law. If the agreement expires or is terminated, we will provide access to the hosted product for 180 days so that you may remove your content. The agreement will remain in effect through the 180-day extraction period.

(b) We will provide notice to you of any unauthorized third party access to your content of which we become aware in accordance with applicable law and will use reasonable efforts to remediate identified security vulnerabilities. If your content is lost or damaged, we will assist you in restoring the content to the hosted product from your last available back up copy.

(c) You are responsible for ensuring that your content does not infringe on any intellectual property right, violate any applicable laws or the terms of any agreement. If we are notified that your content may infringe on the intellectual property rights of a third party we may be obligated to delete or disable it from the hosted product under the Digital Millennium Copyright Act (17 U.S.C.A. 512).

5. Professional Services. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

6. Privacy. The parties will at all times process personally identifiable information (PII) you provide to us in accordance with applicable law. You confirm that you will only upload or disclose PII as permitted by applicable law. The parties will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged unauthorized access, use, processing, or disclosure of PII. Each party will maintain, and will require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the PII against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, or access. PII includes any information relating to an identified natural person or a natural person who can be identified directly or indirectly by means reasonably likely to be used by the controller of the information, or any other natural or legal person.

7. Confidentiality. Confidential information received from each other will not be disclosed to anyone else unless required by law or if necessary to perform the agreement. The receiving party agrees that during the term of the agreement and for three years afterward, it will continue to protect the confidential information. The parties will use industry standard administrative, physical and technical safeguards to protect the confidential information. If a court or government agency orders either of us to disclose the confidential information of the other party, the other party will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification.

8. Warranties and Disclaimer of Warranties. OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. WE WARRANT OUR SOFTWARE PRODUCTS WILL CONFORM TO OUR DOCUMENTATION. WE WARRANT THAT WE PROVIDE PROFESSIONAL SERVICES USING COMMERCIALY REASONABLE CARE AND SKILL. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF OUR PRODUCTS OR THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES FROM US AND REPLACE ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.

9. Liability. (a) The entire liability of Thomson Reuters or any of our third party providers for all claims arising out of or in connection with the agreement will not exceed the amount of any actual direct damages up to the amounts you paid in the prior 12 months for the product that is the subject of the claim. We are not liable for special, incidental, exemplary, indirect or economic consequential damages, anticipated savings, lost profits, lost business, lost revenue, or lost goodwill.

(b) You are responsible for following all usage instructions, for adhering to the minimum recommended technical requirements, for changes you make to our product, for your failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems, and for your failure to install updates. We will not be responsible if our product fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product failed because of one of these, we reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

(c) If a third party sues you claiming that a product you licensed in the agreement infringes that party's intellectual property right and your use of our product has been in accordance with the terms of the agreement, we will defend you against the claim and pay damages that a court finally

awards against you or that are included in a settlement approved by us. You must promptly notify us in writing of the claim, supply information we reasonably request, and allow us to control the defense and settlement. We have no liability for claims that include items not provided by us.

10. Term, Termination. (a) The term and any renewal terms for the product are described in the ordering document.

(b) We may suspend or limit your use of our products or professional services or terminate the agreement if, in our sole discretion, we determine that your use may result in a risk to public safety, or that there has been a breach of security, material breach of your obligations under the agreement, material breach of any other agreement between the parties or a violation of law. If the cause of the suspension is reasonably capable of being remedied, we will provide you notice of what actions you must take to reinstate the product. If you fail to take the actions or the cause cannot be remedied within 30 days, we may terminate the agreement

(c) You may terminate the agreement immediately upon written notice if we commit a material breach and fail to cure the material breach within 30 days.

(d) We may amend these General Terms and Conditions from time to time by giving you at least 30 days prior written notice. If an amendment materially changes the agreement, you may request good faith negotiations regarding those terms that materially change the agreement. If the parties cannot reach mutual agreement on the material changes within 30 days, you may terminate the agreement immediately on written notice.

(e) You may terminate the agreement immediately on written notice if you object to amendments made to the third party additional terms under paragraph 2 if the amendments materially change the agreement.

(f) Upon termination, all licenses end immediately. You will return software products to us or uninstall and destroy them. Termination of the agreement will not relieve you of your obligation to pay us any amounts you owe up to and including the date of termination.

(g) Either party may terminate the agreement in part as it relates to any software or other product or service that is licensed or ordered under the agreement if and to the extent that software or other product or service is no longer commercially available.

11. 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.

12. General. (a) You may not assign the agreement to anyone else without our prior written consent. We will provide you with written notice if we need to assign the agreement as part of our business operations.

(b) You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.

(c) Our products may not be exported or re-exported in violation of the U.S. Foreign Corrupt Practices Act, the U.S. Export Administration Act or any other applicable laws, rules and regulations.

(d) United States Government use, duplication or disclosure of our software products is subject to applicable restrictions of the following regulations: Commercial Computer-Restricted Rights [FAR 52.227-19(a) - (d)]; Rights in Technical Data and Computer Product [DFARS 252.227-7013(c)(1)(ii)]; the Commercial Computer Product - Restricted Rights [48 CFR 52.227-19 (c)(1) and (c)(2)]; and similar clauses in the NASA FAR Supplement. These restrictions do not apply to our information products or services.

**Account Validation and Certification (AVC) Form
Westlaw and CLEAR (Government)**



Subscriber Information		REQUIRED
Account Number (if applicable) _____		
Full Legal Name/Entity _____		
Business Unit/Dept/Agency _____		
The applicant's address below is (please check one): <input type="checkbox"/> a Commercial Location <input type="checkbox"/> a Residence (i.e. a home-based business)		
Street Address _____		
City _____	Country (if not US) _____	
State _____	Zip _____	
Main Organization Telephone _____	Location/Contact/Ext Telephone _____	
Cell Phone (if no land line available) _____	E-Mail Address _____	
Website _____ <input type="checkbox"/> Check here if no website available		
West products have implemented Multi-Factor Authentication and in order to access the public records products you must supply a valid External IP Address or IP Range belonging to your organization that meets the following requirements:		
<ul style="list-style-type: none"> • IP Addresses assigned to jurisdictions outside the United States or West-approved U.S. Territories are prohibited • IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255. • All IP addresses must be IPv4 addresses. • If you do not know your External IP address(es), try the following: <ul style="list-style-type: none"> o Contact your network administration, firewall or security team o Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.) 		
Go to the following URL in your browser: http://tools.whois.net/yourip/ or http://www.whatismyip.com to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)		
Internet Service Provider Name: _____		
IP Address: _____		
IP Address Range: _____		
Beginning IP Address: _____	Ending IP Address: _____	
Beginning IP Address: _____	Ending IP Address: _____	

ACCOUNT INFORMATION AND DATA USE

Select Type of Government

- US – Federal
- US – State
- US – Local
- Tribal Government
- Other Government: _____

(Please describe)

Select Type of Academic Institution

- Privately Funded Academic Institution (non-government funded)
- Government Funded Academic Institution US – State

Do your end users have arrest powers?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Will you be using the product in relation to the collection of consumer debt (i.e., financial obligations of a consumer relating to a transaction for personal, family, or household purpose)?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Will you have end users at any location(s) other than at the address listed above?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
– If yes, please attach a completed Addendum to Account Validation and Certification Form – Multiple Locations.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Are you requesting “unmasked data” or full display of full Security Numbers, full Date of Birth and/or Driver’s License information?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
– If yes, please attach a completed Addendum to Account Validation and Certification Form – Unmasked Data Request	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Will you use the product, in whole or in part, as a factor in determining a consumer’s eligibility for employment, credit, housing, insurance underwriting, or government benefit-related purpose?	<input type="checkbox"/> No	<input type="checkbox"/> Yes

Please provide the name and phone number of the person you would like us to contact to schedule the required on-site inspection(s).

Name: _____ Telephone Number: _____

	PERMISSIBLE USE SELECTIONS	
--	-----------------------------------	--

Permissible Use under Gramm Leach Bliley Act

Your use of certain consumer data within the product is limited by the U.S. Gramm-Leach-Bliley Act (15 U.S.C. 6801 et. seq.). In order to access this data you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the “no permissible use” option

- You certify there is no permissible use
- For use by a person holding a legal or beneficial interest relating to the consumer
- For use in complying with federal, state, or local laws, rules, and other applicable legal requirements
- For use as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer
- For use in complying with a properly authorized civil, criminal, or regulatory investigation, subpoena, or summons by federal, state, or local authorities
- For use to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability
- For use by any Law Enforcement Agency, self regulatory organizations or for an investigation on a matter related to public safety
- To persons acting in a fiduciary or representative capacity on behalf of the consumer
- For required institutional risk control or for resolving consumer disputes or inquiries
- With the consent or at the direction of the consumer

Permissible Use under Drivers Privacy Protection Act

Your use of certain drivers record and vehicle data is limited by the U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.). In order to access this data you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the “no permissible use” option.

- You certify there is no permissible use
- For official use by a Court, Law Enforcement Agency or other Government agency
- To verify or correct information provided to you by a person in order to prevent fraud, pursue legal remedies or recover a debt; skip tracing
- For use in connection with a civil, criminal or arbitral legal proceeding or legal research
- For use in connection with an insurance claims investigation or insurance antifraud activities

	CERTIFICATIONS	
--	-----------------------	--

By signing below you certify that:

- **YOU UNDERSTAND THAT WEST IS NOT A CONSUMER REPORTING AGENCY AND THIS SERVICE DOES NOT CONSTITUTE A “CONSUMER REPORT” AS SUCH TERM IS DEFINED IN THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C.A. SEC 1681 ET SEQ. YOU ARE STRICTLY PROHIBITED FROM USING ANY DATA, IN WHOLE OR IN PART, AS A FACTOR IN ESTABLISHING A CONSUMER’S ELIGIBILITY FOR CREDIT, INSURANCE, EMPLOYMENT, OR FOR ANY OTHER PURPOSE AUTHORIZED UNDER THE FCRA OR AS THE BASIS FOR TAKING ADVERSE ACTION REGARDING ANY CONSUMER APPLICATION.**
- End users will access and use the data, including personally identifiable information, in accordance with all applicable laws, rules, and regulations. No individual shall access records that require a permissible use unless such a permissible use exists. It is your responsibility to seek guidance and clarification in case of any questions about the proper use of a product. YOU ARE RESPONSIBLE FOR ANY UNAUTHORIZED COLLECTION, ACCESS, USE, AND DISCLOSURE OF ANY DATA ACCESSED THROUGH OUR PRODUCTS.
- You agree to immediately notify West of any actual or suspected breach or access to data that may result in the unauthorized collection, use or disclosure of any data. You agree to make all reasonable efforts to assist us and our data providers in relation to any investigation, claim, litigation, or other action related to your access, use or disclosure of data.
- You will maintain a comprehensive information security program, including systems, facilities, and procedures to safeguard the data, and that you have experience in maintaining the confidentiality, security, and appropriate use of such information (pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986).
- You and your end users are not and will not be involved in credit fraud, identification theft, stalking, harassment, any unethical business practices or illegal activity nor will you further such activities by your customers.
- All information you provided in this AVC Form and all Addendums is true and correct and, if applicable, applies to all locations set forth in the Multiple Location Addendum. You understand that you will be required periodically to re-certify information provided in this AVC form.
- Your signature below as “Authorized Representative” certifies that you are the authorized signatory for this account

AUTHORIZED REPRESENTATIVE:

Print Name: _____
 Title: _____
 Date: _____
 Signature: _____

Once this document is completed and signed by an authorized representative, please provide it to your West Sales Consultant with a signed order or fax it to 866-294-1042 or email to west.avtcredentials@thomson.com.

All information is subject to verification and approval by West.



Check West account status below as applicable:

Rep Name & Number _____

New _____

Existing with Increase Credit Limit _____ (NACI Form attached)

Existing with no changes _____

Existing with changes _____ (Permanent name change must attach a Customer Name Change Form)

Acct # _____ Quote # _____ PO # _____ Date _____

Name/Subscriber _____ Bill To Acct # _____

Order Confirmation Contact Name _____

E-Mail _____

Password Contact Name (for password delivery) _____

E-Mail _____

Time and Billing Contact Name _____

E-Mail _____

Name _____ Attn: _____

Address _____ Suite/Floor _____

City _____ State _____ County _____ Zip _____

*** R E Q U I R E D ***

Online Products

Full Svc #	Online Products	Quantity *	Monthly Rate Banded /Base Rate	Per User/Conc. User Rate	Other	Total Monthly Charges

Notes:

* 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 \$ _____

Online Subscriptions

Monthly Charges begin on the date West Publishing Corporation (“West, “we” or “our”) processes your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for under the terms of the pricing schedule below, as provided under the NH State Contract. Subscriber (“you” or “I”) is also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

Period of Performance	Fixed Monthly Charge Per User Per Agency
Year 1: July 1, 2018 – June 30, 2019	\$86 per month per user
Year 2: July 1, 2019 – June 30, 2020	\$88 per month per user
Year 3: July 1, 2020 – June 30, 2021	\$90 per month per user
Option Year 4: July 1, 2021 – June 30, 2022	\$92 per month per user
Option Year 5: July 1, 2022 – June 30, 2023	\$94 per month per user

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

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

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 _____

Notes: _____

	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. **Excluded Charges.** If you access Westlaw data services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://legalsolutions.com/schedule-a-concourse-case-notebook-hosted>. Excluded Charges may change after at least 30 days written or online notice.
3. **Returns and Refunds.** 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.
4. **General Terms and Conditions,** located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>, apply to all products ordered, purchased or licensed on this Order Form except print. 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.

ACKNOWLEDGMENT

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

Printed Name _____
 Title _____
 Date _____
 Signature X _____

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.

<p>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.</p> <p>Date: _____ Time: _____</p> <p>Name of Customer Placing Order: _____</p> <p>Signature of Rep: _____</p>
--

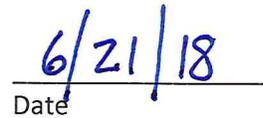


THOMSON REUTERS™

SIGNATORY AUTHORITY / PROOF OF AUTHORIZATION

I, Randy Goetz, Assistant Secretary of West Publishing Corporation (d/b/a West, a Thomson Reuters business), do hereby certify as an officer that John S. Nelson is a duly elected, qualified Assistant Secretary of West Publishing Corporation, a Minnesota corporation, and is authorized to execute documents in the name of and on behalf of West Publishing Corporation.


Randy Goetz
Assistant Secretary and Assistant General Counsel


Date

STATE OF MINNESOTA:

COUNTY OF DAKOTA:

On this 21st day of June, 2018, before me, the undersigned, a Notary Public in and for said State personally appeared Randy Goetz, Assistant Secretary of West Publishing Corporation, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.


Jill Raymond
Notary Public





SECRETARY'S CERTIFICATE

WEST PUBLISHING CORPORATION

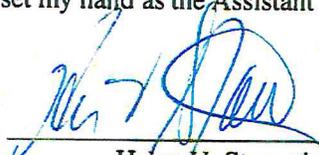
I, Helen V. Stamatiadis, Assistant Secretary of West Publishing Corporation, a Minnesota corporation (the "Corporation"), do hereby certify as an officer of the Corporation that:

1. I am a duly elected, qualified and acting Assistant Secretary of the Corporation.
2. Listed below are duly appointed officers of the Corporation and are hereby authorized to execute documents in the name of and on behalf of the Corporation in the capacity set forth opposite their names:

Susan Taylor Martin	Chief Executive Officer & President
Paul Fischer	Chief Financial Officer
Edward A. Friedland	Vice President & Secretary
Marc E. Gold	Vice President & Assistant Secretary
Donna Gies	Assistant Secretary
Randy Goetz	Assistant Secretary
Margaret Hamm	Assistant Secretary
Cynthia (Cindy) L. Hansen	Assistant Secretary
Andrew Martens	Assistant Secretary
Alejandro Medrano	Assistant Secretary
John S. Nelson	Assistant Secretary
Scott Nelson	Assistant Secretary
Jon Olson	Assistant Secretary
Gary Hartman	Assistant Secretary

3. The Corporation is an indirect subsidiary of Thomson Reuters Corporation, a company organized under the laws of the Province of Ontario, Canada and listed on both the Toronto Stock Exchange and the New York Stock Exchange.

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Secretary of the Corporation this 3rd day of April 2018.



Helen V. Stamatiadis
Assistant Secretary

Business Information

Business Details

Business Name:	WEST GROUP OF MINNESOTA	Business ID:	286950
Business Type:	Foreign Profit Corporation	Business Status:	Good Standing
Business Creation Date:	03/10/1998	Name in State of:	WEST PUBLISHING
Date of Formation in Jurisdiction:	03/10/1998	Incorporation:	CORPORATION
Principal Office Address:	610 OPPERMAN DRIVE, Eagan, MN, 55123, USA	Mailing Address:	610 OPPERMAN DRIVE, Eagan, MN, 55123, USA
Citizenship / State of Incorporation:	Foreign/Minnesota		
		Last Annual Report Year:	2018
		Next Report Year:	2019
Duration:	Perpetual		
Business Email:	annualreports@cscinfo.com	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / SALES & SERVICES OF LEGAL INFORMATION PRODUCTS, PUBLISHING	

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name:	CORPORATION SERVICE COMPANY
Registered Office Address:	10 Ferry Street Suite 313, CONCORD, NH, 03301, USA
Registered Mailing Address:	10 Ferry Street Suite 313, CONCORD, NH, 03301, USA

