

Tel: 651/687-8000



THOMSON REUTERS™

Check West account status below as applicable:		Rep Name & Number Jennifer Koithan - 0080838		***REQUIRED***
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)		IF NEEDED
Acct # 1000115690		Quote # _____ PO # _____ Date November 9, 2016		
Name/Subscriber Fort Bend County District Attorney		Bill To Acct # _____		
Order Confirmation Contact Name John Harrity				
E-Mail John.Harrity@fortbendcountytx.gov				
Password Contact Name (for password delivery) John Harrity				
E-Mail john.harrity@fortbendcounty.gov				
Time and Billing Contact Name N/A				
E-Mail N/A				IF NEEDED
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 _____		IF NEEDED
City _____ State _____ County _____ Zip _____				
WestlawPRO™/CD-ROM/Practice Solutions/Software/West LegalEdcenter Products				

Full Svc #	WestlawPRO/CD-ROM/ Practice Solutions/Software/WLEc Products	Quantity *	Monthly Rate Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly Charges
41940130	Government Collection	76				\$5,960

Notes:

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

Total Monthly Charges \$ \$5,960

☐ TEXAS CALIR SERVICES

Monthly charges, annual increases, and term dates for the Basic Core, Specialized, Investigative Options and Solutions are specifically defined under the TEXAS CALIR Contract. The annual period, for purposes of price increases and renewal dates, runs from September 1 through August 31 of each year for the term of the TEXAS CALIR Contract.

☒ **TERMS BELOW APPLICABLE ONLY FOR SPECIAL/CUSTOMIZABLE OFFERS UNDER TEXAS CALIR CONTRACT#2010-001**

Monthly charges ("Monthly Charges"), are billed on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). Upon conclusion of the Minimum Term, charges for CD-ROM products are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term for non-CD-ROM products the Monthly Charges will be billed as set forth herein. Any additional users added to any existing Per User WestlawPRO and/or CD-ROM product licensed by Subscriber from West shall be tied to the Minimum Term of the underlying Order Form for such product(s).

____ **Subscriber's Initials for 24 Month Minimum Term** Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly Charges for the second 12 months not to increase by more than _____ % over the Monthly Charges for the initial 12 months.

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

Government Subscribers Only. Upon conclusion of the Minimum Term, Monthly Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly Charges (after the Minimum Term) may be modified as set forth in the respective Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Minimum Term, Subscriber's access to and use of any product shall be governed by the respective Subscriber Agreement. Upon conclusion of the West LegalEdcenter Minimum Term, as applicable solely to West LegalEdcenter product(s) that are not part of a WestlawPRO Select, charges for West LegalEdcenter products are billed thereafter at up to then-current rates.

* **Subscriber's Initials for Banded Products.** Subscriber has 76 attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users or students and Personnel (if ordering a Paralegal Plan) for the location identified above or FTE's (if ordering Campus Research) for WestlawPRO, CD-ROM case law and/or West LegalEdcenter orders. If West learns that the actual number exceeds the number certified above, West reserves the right to increase Subscriber's charges as applicable.

☐ **CD-ROM, DVD and/or West LegalEdcenter annual billing (please check if requested)**

Internal Corporate Use Only

MSTX

West LegalEdcenter Online Features and Services:

Subscriber's Initials - Subscriber acknowledges that each user will receive an initial e-mail communication from West LegalEdcenter which includes important information about using the service (including username and password), as well as ongoing communication regarding new online programs available in their practice area(s) and special announcements. Subscriber's users may opt out after the initial e-mail communication.

Programs excluded from the Online CLE Pass shall be billed at then-current rates via credit card billing.

Technical Contacts for Westlaw Patron Access, Campus Research and Thomson Innovation Administrator

Technical Contact Name (please print): N/A

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).

In the event Subscriber desires to increase the number of publicly accessible terminals or concurrent users, Subscriber must contact West. If West learns that Subscriber has increased the number of publicly accessible terminals, West reserves the right to increase Subscriber's charges as applicable.

For Internal Office Use Only

OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

Thomson Innovation Administrator Name (please print): _____

E-Mail Address: _____

WestlawPRO/Practice Solutions/Software Renewals

*Current Monthly Charges is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term.

Sub Matl #	WestlawPRO/Practice Solutions/Software Products	Current Monthly Charges*
N/A		

Notes:

TERMS APPLICABLE ONLY FOR SPECIAL/CUSTOMIZABLE OFFERS UNDER TEXAS CALIR CONTRACT#2010-001

Monthly WestlawPRO Charges, CD-ROM Charges and West LegalEdcenter Charges, are billed on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). Upon conclusion of the Minimum Term, CD-ROM Charges are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges will be billed as set forth herein. Any additional users added to any existing Per User WestlawPRO and/or CD-ROM product licensed by Subscriber from West shall be tied to the Minimum Term of the underlying Order Form for such product(s).

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

_____**Subscriber's Initials for 24 Month Renewal Term** ** Subscriber agrees to commit to an additional 24 months. The Monthly Charges for the first additional 12 months shall be _____% more than the Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Term and the Monthly Charges for the second additional 12 months shall be _____% more than the Monthly Charges for the first additional 12 months.

_____**Subscriber's Initials for 36 Month Renewal Term** ** Subscriber agrees to commit to an additional 36 months. The Monthly Charges for the first additional 12 months shall be _____% more than the Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Term and the Monthly Charges for the second additional 12 months shall be _____% more than the Monthly Charges for the first additional 12 months. The Monthly Charges for the third additional 12 months shall be _____% more than the Monthly Charges for the second additional 12 months.

In the event a promotion in the underlying Order Form required Subscriber to maintain a subscription to certain West products in order to be eligible for such promotion ("Dependency Subscription(s)"), Subscriber must also maintain such Dependency Subscription(s) during the Renewal Term so that Subscriber may be eligible for the pricing set forth herein. In the event Subscriber terminates any of the Dependency Subscription(s) during the Renewal Term, any promotions and related discounts for the Dependency Subscription(s) shall immediately terminate.

**Effective at the end of the current Minimum Term or current Renewal Term.

Government Subscribers Only. Upon conclusion of the Renewal Term designated above, Monthly Charges are billed thereafter at then current rates. Excluded Charges and Monthly Charges (after the Renewal Term) may be modified as set forth in the respective Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During the Renewal Term and thereafter, Subscriber's access to and use of any product shall be governed by the respective Subscriber Agreement.

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

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

Authorized Westlaw Password Holder for Westlaw QuickView+

Last Name _____ First Name _____ E-mail _____

Print Products/Other Products					
Full Svc #	Print Products and Other Products	Quantity	List Charges	Other	Charges
N/A					

Notes:

Total Charges \$ _____

Terms of Payment for Print Products. West's standard terms of payment for print products purchased are net 30 days. West may elect to accept installment payments on the purchase price. Installment payment terms are \$ _____ per month plus tax for approximately _____ months until the purchase price, plus any additional amounts under this Order Form, is paid in full.

Subscription Service, Passwords and West km. Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes, loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers licensing only LiveNote/Case Notebook/Timeline/Publisher Software will not be issued Westlaw passwords. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all of Subscriber's authorized users. Subscriber's Westlaw Doc & Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc & Form Builder subscription, West will provide Subscriber with access to and the ability to export related Westlaw Doc & Form Builder Data for 180 days at no charge. After a commercially reasonable period of time has passed, but no less than 180 days after the termination of this agreement, West will delete such Westlaw Doc & Form Builder Data. Notwithstanding any language in the Hosted Practice Solutions Subscriber Agreement to the contrary, West may share Subscriber information and Subscriber Content with its business partners as may be necessary to provide Time and Billing Services to Subscriber. Furthermore and notwithstanding any language to the contrary in paragraph 10.2 of the Hosted Practice Solutions Subscriber Agreement, Subscriber must remove all Time & Billing content prior to termination of this Order Form and the respective Subscriber Agreement.

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

Returns. If Subscriber is not completely satisfied with any print or CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Westlaw, Software, West LegalEdcenter and Practice Solutions charges are non-refundable.

Online/CD-ROM Products to be Lapsed		
Full Svc #	Online/CD-ROM Products	# of Passwords
41003687	Lapse all special offer subscriptions	

The Texas CALIR Services Contract #2010-001, Research Subscriber Agreement (located at <http://legalsolutions.com/research-subscriber-agreement>), the terms and conditions applicable to CD-ROM Libraries with Westlaw access (located at <http://legalsolutions.com/cd-rom-prodoc-addendum>), the applicable Schedule A (located at <http://legalsolutions.com/schedule-a-westlaw>) (for WestlawPRO and/or CD-ROM Libraries products), and/or the West LegalEdcenter Subscriber Agreement (located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/legaledcenter-subscriber-agreement.pdf>) (for West LegalEdcenter products), and/or the Hosted Practice Solutions Subscriber Agreement (located at <http://legalsolutions.com/hosted-practice-solutions-subscriber-agreement>) and the applicable Schedule A (located at <http://legalsolutions.com/schedule-a-concourse-firm-central-caselogistix>) individually or jointly, as applicable, ("Subscriber Agreement and Schedule A") is/are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the CALIR Contract and the terms and conditions of the Subscriber Agreement and Schedule A and the terms and conditions of this Order Form, the terms and conditions of the CALIR Contract shall control over all others, and this Order Form shall control over the Subscriber Agreement. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement and Schedule A and this Order Form, to the extent that the Subscriber Agreement does not conflict with the terms and conditions of the CALIR Contract.

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name _____
 Title _____
 Date _____
 Signature ☒ _____

AUTHORIZED WEST REPRESENTATIVE
 Signature: *Chuck W. Hampton*
 Printed Name: Chuck Hampton
 Title: SR Sr. Consultant
 Date: 11/14/2016

WestlawPRO - Deal Builder - Government Select - WestlawNext - Modules Addendum

Customer Account Address:

Account #: 1000115690
FORT BEND COUNTY DISTRICT ATTORNEY
NICOLE MEHRENS
301 JACKSON ST RM 101
RICHMOND
TX
77469
US
281-341-4460

Core Product: Primary Law with KeyCite®: All — Texas (WestlawNext™)

Modules Selected

Gov - Analytical Premier For Government (Westlaw™ PRO)
Gov - Briefs with PDFs For Government (Westlaw™ PRO)
Gov - National Core For Government (Westlaw™ PRO)

Subscriber's Initials for Modules elected by Subscriber: _____

Date: _____

*

Printed: 11/9/2016 2:53 PM

AUTHORIZED WEST REPRESENTATIVE

Signature: Chuck W. Hamstra

Printed Name: Chuck Hamstra

Title: Sr. Sr. Consultant

Date: 11/04/2016

Fort Bend County District Attorney Passwords (#1000115690)**Page 1 of 2**

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>POSITION</u>
Ahmed	Huma	ATTORNEY
Al-Amin	Taniya	ATTORNEY
Banister	Matthew	ATTORNEY
Bennyhoff	Jason	ATTORNEY
Bolin	Amanda	ATTORNEY
Brown	Sally	ATTORNEY
Carpenter	Scott	ATTORNEY
Carr	Stacie	ATTORNEY
Cordes	Roy	ATTORNEY
Cox	Joe	ATTORNEY
Curtis	Alycia	ATTORNEY
Davis	Tonika	ATTORNEY
Delozier	Chris	ATTORNEY
Draper	Brandon	ATTORNEY
Earl	Ashley	ATTORNEY
Ellisor	Laurel	ATTORNEY
Farukhi	Abdul	ATTORNEY
Felcman	Fred	ATTORNEY
Foley	Alex	ATTORNEY
Foster	Justin	ATTORNEY
Fragoso	Emiliano	ATTORNEY
Fraser	Rachel	ATTORNEY
Gottlieb	Alison	ATTORNEY
Gregg	Lisa	ATTORNEY
Grove	Matthew	ATTORNEY
Hancock	Marjorie	ATTORNEY
Hanna	Mark	ATTORNEY
Harrity	John	ATTORNEY
Hartman	Mike	ATTORNEY
Hatton	Sherman	ATTORNEY
Healey	John	ATTORNEY
Hedges	Kevin	ATTORNEY
Hinojosa	Santos	ATTORNEY
Honeycutt	Bryan	ATTORNEY
Kim	Caroline	ATTORNEY
Kumar	Richa	ATTORNEY
Laforge	Mark	ATTORNEY
Limbacher	Madison	ATTORNEY
LoPiccolo	Sal	ATTORNEY
Ludwig	Christian	ATTORNEY
Mahmoudi	Donna	ATTORNEY
McAndrew	Atwood	ATTORNEY
McCollum	Tyra	ATTORNEY

Fort Bend County District Attorney Passwords (#1000115690)**Page 2 of 2**

McConnell	Gail	ATTORNEY
McDaniel	Chris	ATTORNEY
McKinnon	Natalie	ATTORNEY
Meyers	Andy	ATTORNEY
Miller	Grayson	ATTORNEY
Morse	Randall W	ATTORNEY
Morton	Suzy	ATTORNEY
Norman	Adrienne	ATTORNEY
Nunez	Monica	ATTORNEY
Owen	Lorretta	ATTORNEY
Peterson	Katherine	ATTORNEY
Pfeiffer	Thomas	ATTORNEY
Priesmeyer	Craig	ATTORNEY
Rangel	Michelle	ATTORNEY
Rendon	Felipe	ATTORNEY
Richards	Lindsay	ATTORNEY
Richmond	Brooks	ATTORNEY
Robinson	Sherry	ATTORNEY
Rudoff	Jenna	ATTORNEY
Ruiz	Pedro	ATTORNEY
Salas	Sandra	ATTORNEY
Salgado	Alex	ATTORNEY
Saunders	Lesleigh	ATTORNEY
Saunders	Rebekah	ATTORNEY
Spencer	Marcus	ATTORNEY
Sweeney	Susan	ATTORNEY
Thompson	Charann	ATTORNEY
Valenti	Lauren	ATTORNEY
Vance	Richard	ATTORNEY
Vidor	Bill	ATTORNEY
Wen	Johnny	ATTORNEY
Wittig	Wesley	ATTORNEY
Yack	Bob	ATTORNEY

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

West Publishing Corporation
Eaga, MN United States

Certificate Number:
2016-136146

Date Filed:
11/14/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

FORT BEND COUNTY DISTRICT ATTORNEY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

11086
Westlaw Online Service for CA & DA 2017

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



John S. Nelson

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said John S. Nelson, this the 14th day of November, 2016, to certify which, witness my hand and seal of office.

Alicia A. DeGross

Signature of officer administering oath

Alicia A. DeGross

Printed name of officer administering oath

Sr. Contract Administration & Compliance Associate

Title of officer administering oath