

## **Order Form**

Order ID: Q-00261346

Contact your representative pam.myers@thomsonreuters.com with any questions. Thank you.

Account Address

Account #: 1003101974 FORT BEND COUNTY LAW LIBRARY

PATRON ACCESS 301 JACKSON ST RM 101 RICHMOND TX 77469-3108 US **Shipping Address** 

Account #: 1003101974 FORT BEND COUNTY LAW LIBRARY PATRON ACCESS 301 JACKSON ST RM 101 RICHMOND TX 77469-3108 US **Billing Address** 

Account #: 1003101974

FORT BEND COUNTY LAW LIBRARY PATRON ACCESS 301 JACKSON ST RM 101 RICHMOND, TX 77469-3108 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

# ProFlex Products See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$8,030.75	60	1%

ProFlex Bridge			
Service Material Product		Bridge Monthly Charges	Bridge Term (Months)
40757482	WEST PROFLEX	\$6,862.31	2

## **Bridge Terms**

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. The Bridge Monthly Charges will continue for the the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

## **Minimum Terms**

Online/ Practice Solution/Software/ProFlex Products: Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

## **Post Minimum Terms**

**For Online/Practice Solutions/Software /ProFlex Products:** At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

**Automatic Renewal Term for Window Products**. At the end of the Minimum Term your Monthly Charges will be billed at up to our thencurrent rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

### Miscellaneous

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.

**Settling a Disputed Balance**. Payments marked 'paid in full', or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

**Credit Verification**. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms**. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

**Returns and Refunds.** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor, and Data Privacy Advisor charges are not refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-government entity, this Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

**Excluded Charges.** If you access 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 the links below. Excluded Charges may change after at least 30 days written or online notice.

 $\frac{http://static.legal solutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf}{http://static.legal solutions.thomsonreuters.com/static/agreement/schedule-a-concourse-case-notebook-hosted.pdf}$ 

The General Terms and Conditions, apply to all products ordered, except print and is located at <a href="https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf">https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf</a>

The General Terms and Conditions for Federal Subscribers are located at <a href="https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf">https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf</a>. 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.

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

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <a href="https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf">https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf</a> If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- •Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- •Time and Billing
- •West km Software
- •West LegalEdcenter
- Westlaw
- •Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- •Westlaw Public Records

#### **Additional Order Form Terms and Conditions**

## Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

## For Law Enforcement Agencies and Correctional Facilities Only - No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation) In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw Or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

gnature of Authorized Representative for order	Title
Printed Name	Date

Signature: **Printed Name:** 

Date:

This Order Form will expire and will not be accepted after 10/26/2018.

Acknowledgement: Order ID: Q-00261346



## **Attachment**

Order ID: Q-00261346

 $Contact\ your\ representative\ karl.pollard\ @\ thomsonreuters.com\ with\ any\ questions.\ Thank\ you.$ 

## Payment, Shipping, and Contact Information

**Payment Method:** 

Payment Method: Bill to Account Account Number: 1003101974

**Shipping Information:** 

Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: ANDREW BENNETT
Email: andrew.bennett@fortbend.lib.tx.us

ProFlex Multiple Location Details			
Account Number Account Name		Account Address	Action
1003101974	FORT BEND COUNTY LAW LIBRARY	301 JACKSON ST RM 101 RICHMOND TX 77469-3108 US	New

	ProFlex Product Details					
Quantity		Unit Service Material # Description		ption		
4		Seats	ats 42115621		Pat Acc - National Core for Patron Access	
4		Seats	ats 42115625 Pat Acc - Know How for P		Pat Acc - Know How for Patron Acc	ess
4		Seats	Seats 42115623		Pat Acc - Litigation for Patron Access	
4		Seats	s 42115619		Pat Acc - National Reporter Images for Patron Access	
4		Seats 42567003		Patron Access National Analytical (WestlawPROTM)		
	Account Contacts					
	Contact Name			Email Address	Customer Type Description	
ANDREW BENNETT			abennett@fortbend.lib.tx.us	EML PSWD CONTACT		
ANDREW BENNETT			abennett@fortbend.lib.tx.us	PATRON ACC TECH CONT		

	Lapsed Products				
Sub Material	Active Subscription to be Lapsed				
41685711	Practical Law Patron Access				
40973477	All Analytical Library (Westlaw PRO™)				
40974573	State Briefs Plus — Texas (WestlawNext <sup>TM</sup> )				
40974872	Business Law Practitioner Core — Texas (WestlawNext <sup>TM</sup> )				
40974962	Real Property Practitioner Core — Texas (WestlawNext <sup>TM</sup> )				
40975118	Family Law Practitioner Core — Texas (WestlawNext™)				
40975222	PastStat Locator (WestlawNext™)				
40973997	All Primary Law (Westlaw PROTM)				
40973628	Analytical Library Texas (WestlawNext™)				
40973631	Texas Practice Guide® (WestlawNext <sup>TM</sup> )				
40973675	Texas Practice Series (Westlaw PROTM)				
40974910	Civil Pleadings, Motions & Memoranda Plus — Texas (WestlawNext <sup>TM</sup> )				
40973872	Primary Law with KeyCite&174 All — Texas (Westlaw PROTM)				
40976393	Jury Verdicts Combined (WestlawNext <sup>TM</sup> )				
40976318	Couch on Insurance (WestlawNext <sup>TM</sup> )				
40974507	Legislative History — Texas (WestlawNext <sup>TM</sup> )				
40976485	Graphical Statutes, PastStat Locator™, State Legislative History Bundle — Texas (Westlaw PRO™)				
40988652	9988652 Government Select Level 1 States (WestlawNext <sup>TM</sup> )				
40992103	Texas Form Finder (WestlawNext <sup>TM</sup> )				
41024656	Related Documents (Westlaw PROTM)				
40956397					
40959085	PastStat Locator (Westlaw PROTM)				
40959519	All Primary Law (Westlaw PROTM)				
41024652	Related Documents (Westlaw PROTM)				