

**FIRST AMENDMENT  
TO  
CONTRACT  
BETWEEN  
COUNTY OF CUYAHOGA, OHIO AND  
WEST PUBLISHING CORPORATION**

This First Amendment ("Amendment") to Contract No. CE1100213 is made and entered into on 1st day of January, 2014 ("Effective Date"), by and between the County of Cuyahoga, Ohio, on behalf of the Cuyahoga County Public Defender (hereinafter called "County"), and West Publishing Corporation, with the principal place of business at 610 Opperman Drive, Eagan, Minnesota, 55123 (hereinafter called "West").

WHEREAS, the County has entered into Contract No. CE1100213 with West on March 6, 2011 to provide online legal research services and materials to the Cuyahoga County Public Defender (the "Contract"); and

WHEREAS, the County desires West to continue providing online legal research services and materials according with the terms set forth below and in the West Order Form attached hereto as Exhibit A and incorporated herein.

The terms of the Contract are amendment as follows:

1. **TERM:** This Amendment extends the term of the Contract to December 31, 2016, unless otherwise cancelled or terminated pursuant to the terms of the Amendment.
2. **SCOPE:** West shall provide 60 licenses for online research services to attorneys and other legal users of the Cuyahoga County Public Defender.
3. **CHARGES:** The amount of the Contract shall be increased by- \$21,668.27 and shall be payable as set forth below.
  - a) From January 1, 2014, through December 31, 2014 (Period 1),  
Annual fixed charge of \$6,873.36.
  - b) From January 1, 2015 through December 31, 2015 (Period 2),  
Annual fixed charge of \$7,217.03.
  - c) From January 1, 2016 through December 31, 2016 (Period 3)  
Annual fixed charge of \$7,577.88.
4. **INDEMNIFICATION:** To the fullest extent permitted by law, if West's services infringe upon a United States patent or United States registered copyright, West shall indemnify, defend, and hold harmless the County, its officers, and employees ("Indemnitees") against losses, damages, expenses, suits, claims, demands, fines, penalties, awards, liabilities and costs, including reasonable attorney's fees, to the extent

that the liability, or the underlying harm causing the liability, is attributable to, may arise out of or be based upon, negligence, error, act, omission or willful misconduct by West, its principals, employees, agents, brokers, or any of its subcontractors.

West acknowledges that as an Ohio political subdivision, the County does not indemnify any person or entity. West agrees that no provision of the Contract, Amendment or any other contract or agreement between West and the County may be interpreted to obligate the County to indemnify or defend West or any other party.

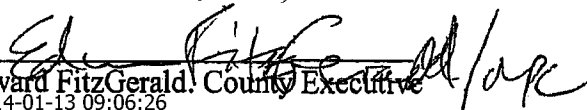
5. **TERMINATION:** Either party shall have the right to terminate this Amendment at any time during the term with sixty (60) days advance written notice to the other party.
6. **APPLICABLE COUNTY ORDINANCES:** All County contracts, including this Amendment are subject to the all applicable provisions of the Cuyahoga County Code which is at <http://code.cuyahogacounty.us/>.
7. **GOVERNING LAW AND JURISDICTION:** The Contract and the Amendment shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract and Amendment, and each party consents to the exclusive jurisdiction of such courts. West hereby agrees not to challenge any provision in this Contract and the Amendment, including this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.
8. **COUNTERPARTS AND FACSIMILE/ELECTRONIC EXECUTION:** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission, including email, shall be as effective as delivery of a manually executed original counterpart of each such instrument.
9. **INCORPORATION:** The provisions of this Amendment are incorporated into the original Contract, as if fully rewritten in the Contract. All terms used in this Amendment shall be defined and construed in the manner set forth in the original Contract. Except as otherwise provided in, or as otherwise necessary or appropriate to give effect to the terms of this Amendment, all the provisions, terms, and conditions contained in the Contract and not inconsistent with this Amendment shall remain unchanged and in full force and effect. In the event of any conflict between the original Contract and this Amendment, the terms, the conditions and provisions of this Amendment shall control.
10. **ELECTRONIC SIGNATURE:** WEST AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL AMENDMENT DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC

SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. WEST ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

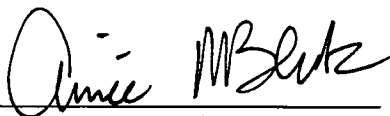
IN WITNESS WHEREOF, the County and West have executed this Amendment as of the date listed above.

**COUNTY OF CUYAHOGA, OHIO**

Edward FitzGerald, County Executive

  
Edward FitzGerald, County Executive  
2014-01-13 09:06:26

**WEST PUBLISHING CORPORATION**

By: 

Printed Name: Aimee Blatz

Title: 1/9/2014