

**WEST ORDER FORM – West PROFLEX™ Offer with WESTPACK Products**  
**for WestlawPRO Subscribers**  
 610 Opperman Drive, P.O. Box 64833  
 St. Paul, MN 55164-1803  
 Tel: 651/687-8000

**WEST®**  
 A Thomson Reuters business

<u>Check West account status below as applicable:</u>		Rep Name & Number	Malouf 0009630
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input checked="" type="checkbox"/> (NACI Form attached)		
Existing with no changes <input type="checkbox"/>	Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)		
Acct #	1000101079	PO #	Date August 6, 2011
Name/Subscriber	Cuyahoga County Law Dept.	Bill To Acct #	
Order Confirmation Contact Name	Majeed Makhlof		
E-Mail	mmakhlof@cuyahogacounty.us		
Westlaw Password Contact Name (for password delivery)	Majeed Makhlof		
E-Mail	mmakhlof@cuyahogacounty.us		

WestPack West PROFLEX Offer Products	
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WestPack Promotion Code: WPK3

Full Svc #	West PROFLEX Offer Products	# of Passwords/ FTEs/Students/Terminals	Monthly Banded Rate	Other	Total Monthly WestlawPRO Charges
40757482	WL West PROFLEX	20			\$708.76
	(Westlaw Next)				

Notes: Up to ten attorney passwords plus one non-attorney password for every attorney

Total Monthly Charges \$ 708.76

Monthly WestlawPRO Charges (as part of West PROFLEX) are billed on the date West processes Subscriber's order and continue for the minimum term of complete calendar months elected by Subscriber with his/her initials below ("Minimum Term"). Charges set forth in this Order Form for subscribers under a Special Offer Amendment to Westlaw Subscriber Agreement will be billed on the first day of the month following the date West processes Subscriber's order. Subscriber also agrees to maintain all subscriptions to the WestPack print products (new and/or existing as set forth above) during the Minimum Term and the charges for Subscriber's WestPack print products (both initial print charges ("Initial WestPack Charges") and print and CD-ROM subscription services charges including CD-ROM Charges ("WestPack Subscription Charges")) shall be billed as set forth herein. Upon conclusion of the Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term(s)") and the Monthly WestlawPRO Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly WestlawPRO Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement. During the Minimum Term, if Subscriber elects to terminate any of its West PROFLEX Offer Products and locations, the Total Monthly WestlawPRO Charges will not be adjusted.

Subscriber's Initials for 12, 24 or 36 Month Minimum Term

12 Month Minimum Term for West PROFLEX Offer, WestPack Print Products – 20% WestPack Print Product discount (new and existing)

24 Month Minimum Term for West PROFLEX Offer, WestPack Print Products – 30% WestPack Print Product discount (new and existing) -- Monthly WestlawPRO Charges for second 12 months not to increase by more than % over Monthly WestlawPRO Charges for initial 12 months.

36 Month Minimum Term for West PROFLEX Offer, WestPack Print Products – 50% WestPack Print Product discount (new and existing) – Monthly WestlawPRO Charges for second 12 months not to increase by more than FIVE % over Monthly WestlawPRO Charges for initial 12 months and Monthly WestlawPRO Charges for third 12 months not to increase by more than FIVE % over Monthly WestlawPRO Charges for second 12 months

Subscriber's Initials Subscriber has 10 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 (and applicable location(s) on the West/CLEAR PROFLEX Addendum) 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. The West/CLEAR PROFLEX Addendum will also include a list of Subscriber's West/CLEAR PROFLEX Offer Products and components, billing allocation method elected by Subscriber, a list of Subscriber personnel to whom Westlaw passwords are to be issued, Subscriber's new and/or existing WestPack and Print Products, and applicable Exhibit(s).

Internal Corporate Use Only BND

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 their current rates via credit card billing

**Technical Contacts for Westlaw Patron Access and Thomson Innovation Administrator**

Technical Contact Name (please print): \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Current Account #: \_\_\_\_\_

Patron Access: IP Address: \_\_\_\_\_

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

Campus Research: IP Address Range: \_\_\_\_\_

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

\_\_\_\_ Subscriber Initials \_\_\_\_\_ Terminals will be used for Patron Access.

In the event Subscriber desires to increase the number of publicly accessible terminals, 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.

Thomson Innovation Administrator Name (please print): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Renewals of West PROFLEX Offer**

\*Current Monthly WestlawPRO 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 Mail #	West PROFLEX Offer Products	Current Monthly WestlawPRO Charges*

\_\_\_\_ Subscriber's Initials for 12 Month Renewal Term \*\* Subscriber agrees to commit to an additional 12 months and the Monthly WestlawPRO Charges for the such additional 12 months shall be \_\_\_\_\_% more than the Monthly WestlawPRO 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 WestlawPRO Charges for the first additional 12 months shall be \_\_\_\_\_% more than the Monthly WestlawPRO Charges in effect at the end of the current Minimum Term and/or current Renewal Term and the Monthly WestlawPRO Charges for the second additional 12 months shall be \_\_\_\_\_% more than the Monthly WestlawPRO 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 WestlawPRO Charges for the first additional 12 months shall be \_\_\_\_\_% more than the Monthly WestlawPRO Charges in effect at the end of the current Minimum Term and/or current Renewal Term and the Monthly WestlawPRO Charges for the second additional 12 months shall be \_\_\_\_\_% more than the Monthly WestlawPRO Charges for the first additional 12 months. The Monthly WestlawPRO Charges for the third additional 12 months shall be \_\_\_\_\_% more than the Monthly WestlawPRO 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. Upon conclusion of the Renewal Term designated above, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term(s)") and the Monthly WestlawPRO Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly WestlawPRO Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement. During the Minimum Term, if Subscriber elects to terminate any of its West PROFLEX Offer Products and locations, the Total Monthly WestlawPRO Charges will not be adjusted.

Subscription Service, Passwords and West km. Subscription services may consist of updates and/or supplements to the service, including but not limited to online updates, and other related supplemental material. 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). 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, related Westlaw Doc & Form Builder Data of Subscriber that is stored on West servers will be destroyed within 180 days of such termination.

**General Provisions.** This Order Form is subject to approval by West, a Thomson Reuters business ("West") in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota 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. Subscriber may be charged interest for overdue subscriptions and for other open account charges. If any subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is non-transferable. All collection fees, including but not limited

to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

Returns. Westlaw and West LegalEdcenter Charges are non-refundable.

The Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan, and/or the West LegalEdcenter Subscriber Agreement (for West LegalEdcenter products) and/or the Thomson Innovation Schedule and Third Party Terms Schedule (for Thomson Innovation) individually or jointly, as applicable, ("Subscriber Agreement") is/are hereby incorporated by reference and, along with the West/CLEAR PROFLEX Addendum, are made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Order Form and West/CLEAR PROFLEX Addendum, the terms and conditions of this Order Form and West/CLEAR PROFLEX Addendum shall control. Subscriber by his/her signature below acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement(s).

Signature X

Date

AUTHORIZED REPRESENTATIVE FOR ORDER FORM AND WEST/CLEAR PROFLEX ADDENDUM

Printed Name Ed Fitzgerald

Title Cuyahoga County Executive

Date 8/16/11

Signature X

For Credit Card Transactions only:

Visa

Master Card

Am Ex

Card #

Expir. Date

Total Amt. to Charge

West  
Dina Stokes  
Manager Customer Contracts  
8-29-11



THOMSON REUTERS

## ProFlex Addendum

<b>Main Location</b> <b>CUYAHOGA COUNTY</b> <b>1219 ONTARIO ST</b> <b>CLEVELAND, OH 44113</b>  Number of Users at this location: 0 Account Number: New	<b>Additional location</b> <b>CUYAHOGA COUNTY LEGAL DEPT</b> <b>1219 ONTARIO ST 4TH FL</b> <b>CLEVELAND, OH 44113</b>  Number of Attorneys at this location: 6 Account Number: 1000101078
<b>Additional location</b> <b>CUYAHOGA COUNTY INSPECTOR GENERAL</b> <b>1219 ONTARIO ST</b> <b>CLEVELAND, OH 44113</b>  Number of Attorneys at this location: 2 Account Number: New	<b>Additional location</b> <b>CUYAHOGA COUNTY COUNCIL</b> <b>1219 ONTARIO ST</b> <b>CLEVELAND, OH 44113</b>  Number of Attorneys at this location: 2 Account Number: New

(Attorney)

Total number of Users: 10

### West PROFLEXS Products and Components

Primary Law with KeyCite®: All - Ohio (WestlawNext Module)  
 All Federal Cases  
 Analytical and Practice Library - Ohio (WestlawNext Module)  
 Employment Coordinator  
 Employment Practitioner Core - Ohio (WestlawNext Module)  
 Federal Materials - Ohio (WestlawNext Module)  
 Law Reviews and Journals  
 Municipal Law Practitioner Core - Ohio (WestlawNext Module) (Banded)  
 Real Property Practitioner Core - Ohio (WestlawNext Module) (Banded)

### Billing Method

#### Centralized Billing by Usage

Unless otherwise specified, the subscriber firm/organization will receive one combined monthly invoice and a copy of each participating account's location usage report—all mailed to the payer account office. Each location identified per West PROFLEX Addendum will be invoiced based on a usage allocation of the monthly rate.

### Non-availability of Funds Clause

It is the responsibility of the subscriber to appropriate or authorize for the expenditure of sufficient funds to provide for the completion of the Subscriber Agreement and the Order Form, or if a future order is placed in any other fiscal year during the Minimum Term of the Subscriber Agreement and the Order Form, sufficient funds are allocated or authorized in each annual rate schedule making the payment set out herein. The Subscriber Agreement and the Order Form shall terminate on the date said funds are no longer available without any further notice or other liability incurred by subscriber. Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated or authorized to continue the Subscriber Agreement and the Order Form, and provide 60-day notice not less than thirty (30) days prior to the date of cancellation.

**Subscriber's signature for West PROFLEX Products and Components:**

X *[Signature]* Date 9/6/11

West  
Dina Stokes  
Manager Customer Contracts  
8-29-11

**PROFLEX ADDENDUM TO WEST PROFLEX OFFER WITH WESTPACK PRODUCTS  
EXHIBIT 1**

[illegible]

**PROFLEX ADDENDUM TO WEST PROFLEX OFFER WITH WESTPACK PRODUCTS  
EXHIBIT 2**

[illegible]

# Subscriber Agreement for Westlaw® and CD-ROM Libraries



AGREEMENT entered into between "Subscriber" as set forth on the West order form ("Order Form") and West, a Thomson Reuters business ("West") regarding Westlaw and/or CD-ROM Libraries, as follows:

1 **Westlaw and CD-ROM Libraries.** Subscriber may subscribe to Westlaw, West's online legal research service, via certain packaged Westlaw Schedule A price plans, and/or CD-ROM libraries ("Libraries") by submitting a then-current Order Form. All references herein to CD-ROM, CD-ROM Libraries or Libraries shall also include the DVD-ROM, USB and similar format/media. All Library subscriptions shall include access to Westlaw. Westlaw and CD-ROM Libraries are licensed to Subscriber subject to the terms and conditions of this Agreement, the Order Form, the applicable Schedule A or as otherwise agreed by the parties in writing. This Agreement supplements but does not supersede any Westlaw Subscriber Agreement in effect between Subscriber and West as of the effective date of this Agreement ("Existing Westlaw Agreement")

## 2 License

(a) **Grant.** Subscriber is granted a non-exclusive, non-transferable, limited license to access Westlaw and the CD-ROM Library(ies) to which Subscriber subscribes. Such license includes the right to access data made available through Westlaw ("Westlaw Data") and data contained in the CD-ROM Library(ies) ("CD-ROM Data," collectively "Data" which includes "Downloaded Data" as defined below). Subscriber may use the Data internally solely in the regular course of legal and other research and related work. Except as otherwise provided, the license includes the right to download and temporarily store insubstantial portions of Data ("Downloaded Data") to a storage device under Subscriber's exclusive control solely (i) to display internally such Downloaded Data and (ii) to quote and excerpt such Downloaded Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work product created by Subscriber in the regular course of its research and work. Subscriber may also create printouts of Data for internal use and for distribution to third parties for purposes that are consistent with the terms and conditions of this Agreement if such third parties agree not to further distribute the printouts.

(b) **Limitations.** Subscriber may not copy, download, scrape, store, publish, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell or otherwise use the Data or any portion of the Data, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with West's prior written permission, or (iii) if not otherwise expressly prohibited by this Agreement or by the "Additional Terms" (as defined below), as allowed under the fair use provision of the Copyright Act (17 U.S.C. § 107). Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in Subscriber's work product. Subscriber shall not sell, license, sublicense or distribute Data (including printouts or Downloaded Data) to third parties or use Data as a component of or as a basis for any material offered for sale, license or distribution.

(c) **Westlaw Westlaw** consists of various West-owned and third party content, services, functions and remotely-accessed gateways (collectively "Features"), which may change from time to time. Access to certain Features may be restricted. Certain Features are licensed subject to paragraphs 3, 6 and 7, which take precedence over the license granted in this paragraph, or additional terms ("Additional Terms") which apply to certain third-party Features and may be different from those set forth in this Agreement. Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online. Additional Terms may be modified effective upon West giving Subscriber notice (in writing or online) of the modification. By using Features governed by Additional Terms, Subscriber agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement. Subscriber may, on an occasional basis and via Westlaw functionality, direct West to transmit individual documents in electronic format to internal user(s) or transmit West-proprietary documents (i.e. documents not licensed by West from third-parties) to internal user(s) or to a third party who is an individual if such third party agrees not to further disseminate such documents. Subscriber acknowledges its responsibility in assuring compliance with the foregoing by any third party to whom Subscriber transmits documents pursuant to the preceding sentence. Direct transmission of electronic copies by Subscriber is prohibited except as provided in the electronic brief terms of paragraph 3 herein.

(d) **CD-ROM Libraries.** Each Library is licensed for use at a single Subscriber office location ("Site"). In addition, Subscriber's personnel who work at or are assigned to a licensed Site may access the Libraries by remote dial-in access to the Site or off-Site on stand-alone PCs. Each Library is licensed for use on stand-alone PCs or on a single local area network ("LAN") installed at a licensed Site that is electronically linked and capable of sharing the use of one or more CD-ROMs. The Order Form will indicate the number of concurrent users authorized to access each Library licensed for use on a LAN. Each such Library will be licensed with a proprietary control file, which Subscriber may install only on the single LAN. Subscriber may transfer the CD-ROM Data contained in the Library to a single storage drive under Subscriber's exclusive control and to maintain such CD-ROM Data as a searchable CD-ROM Software (as defined herein) compatible database subject to the terms and conditions of this Agreement. Subscriber may also use, only at the Site, West-proprietary Data available as part of a Library as set forth in paragraph 3. Access to

Data through wide area networks, multiple LANs, multiple sites or similar arrangements is strictly prohibited.

(e) **Rights in Data.** Except for the license granted in this Agreement, all right, title and interest in the Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors ("Contributors"). The CD-ROM Data architecture, including the format, layout and data structures, are proprietary. Subscriber may not reverse engineer or otherwise attempt to discern such proprietary architecture. The CD-ROMs and West Software, as defined herein, are and will remain the exclusive property of West, its affiliates and software owners.

3 **West Proprietary Data.** West grants a non-exclusive, non-transferable, limited license to individual users within Subscriber entities to store and use West-proprietary Downloaded Westlaw Data and CD-ROM Data (i.e., documents not licensed by West from third parties) in a searchable database maintained in connection with an ongoing project of the user ("Project Database"). Such database must consist preponderantly of users' work product with access limited to those internal users actively working on the project. The West-proprietary Downloaded Data may be maintained in the Project Database so long as the project remains active or until any termination of this Agreement, whichever occurs first. Retention of Downloaded Data in a Project Database after the project ends, in an archival database as used as a research tool or in a database accessible to external users is prohibited. West further grants to Subscriber a limited, non-exclusive, non-transferable license to include West-proprietary Downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such West-proprietary Downloaded Data in connection with or as part of a brief is limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. Any further distribution is prohibited without written permission of West. West-proprietary Downloaded Data included in such briefs must retain West copyright notices and indicate that use of, distribution and dissemination to the permitted parties is with the permission of West.

## 4 West Software and Internet Based Services

(a) **West Software.** West may make available to Subscriber, on a subscription basis, software for use in connection with Westlaw ("Westlaw Software") or to access third party gateway services and certain Westlaw Features not available when accessing Westlaw with CD-ROM software ("CD-ROM Software") including, but not limited to PREMISE®, LawDesk and Folio® used to access the Libraries). Subscriber hereby subscribes to Westlaw Software and CD-ROM Software (collectively "West Software") and updates and accompanying documentation as indicated on the Order Form. West Software will be licensed under a license agreement, which will accompany the West Software. By using the West Software (including each update) and taking such other action as may be referenced in the license agreement as constituting acceptance, Subscriber agrees to be bound by the terms and conditions of the accompanying license agreement. If Subscriber does not so agree, Subscriber must return any tangible copies of the West Software in its possession or control.

(b) **Internet Based Services.** Westlaw may be accessed by Internet based services such as weslaw.com and next.weslaw.com ("Internet Based Services"). West grants Subscriber a non-exclusive, non-transferable, limited license to use Internet Based Services (including all versions and updates). Subscriber may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of Internet Based Services nor may Subscriber reproduce all or any portion of the components of Internet Based Services. Subscriber may use Westlaw Data cached in Subscriber's local disk drive solely in support of its use of Internet Based Services. Certain software used by Subscriber may not be capable of supporting Internet Based Services. The performance of Internet Based Services varies with the manufacturers' equipment with which it is used.

5 **Charges and Modification of Charges.** Charges payable for access to Westlaw ("Westlaw Charges") will be as stated on the Order Form and the applicable Schedule A or as otherwise agreed upon in writing by the parties. Westlaw Charges shall commence on the date Subscriber first accesses Westlaw or any Feature or as otherwise stated on the Schedule A or Order Form. Westlaw Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online or pursuant to the terms stated on the Order Form (for the Monthly WestlawPRO Charges associated with the WestlawPRO products elected by Subscriber on the Order Form). The charges currently payable by Subscriber for each Library are as set forth on the Order Form ("CD-ROM Charges"). CD-ROM Charges also include, without limitation, charges for Library additions and Features introduced after the effective date of this Agreement. CD-ROM Charges will be determined by West and may be modified at any time without notice. Modification of any charges shall not be considered as an amendment to this Agreement that permits termination of this Agreement pursuant to paragraph 12 (ii) herein. All charges are exclusive of sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days from date of invoice. If full payment is not made, Subscriber may be charged up to the maximum legal interest on the unpaid balance.

## 6 Usage Restrictions and Information Protection.

(a) **Use of Westlaw Data.** Subscriber shall not use any Data and shall not 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. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C. §



1681b). Subscriber acknowledges that access to certain Data available on Westlaw, including but not limited to credit header Data, motor vehicle Data, driver license Data, and voter registration Data is regulated by state or federal laws, such as the Gramm Leach Bliley Act ("GLBA"), the Driver's Privacy Protection Act ("DPPA"), or other state or federal laws and regulations, or is subject to Contributor restrictions. Subscriber agrees not to access such Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to Contributor restrictions. West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, believes that the Data may be used for an improper purpose or otherwise in violation of the terms of this Agreement, or that the terms of West's Contributor agreements requires West to block such access. By accessing Data, Subscriber acknowledges that from time to time, West and its Contributors and/or various government entities may require Subscriber to identify a permissible use and may inquire as to Subscriber's compliance with applicable laws or this Agreement. Subscriber agrees to cooperate with any inquiry subject to any attorney-client confidentiality. Subscriber shall report to West any misuse, abuse or compromise of Data of which Subscriber becomes aware.

(b) **Protection of Personal Information.** West and Subscriber acknowledge that both parties may be required to comply with various privacy and security requirements, including but not limited to those set forth in paragraph 4 a. above, the European Union Directive on Data Protection (95/46) and all other applicable legal directives and applicable industry standards (collectively "Privacy Laws") pursuant to which each party wishes to obtain certain undertakings from the other with regard to the use and protection for the Personal Information of either party. For purposes of this Agreement "Personal Information" shall refer to, without limitation, the following types of information: name, address, e-mail address, age, date of birth, telephone number, fax, social security number or equivalent or similar government identification numbers, credit/debit card information, bank account information, logins, passwords, or medical or health records of an identifiable human being. Each party shall be responsible for any collection, access, use and disclosure of Personal Information subject to this Agreement. Without limiting the foregoing, each party shall employ appropriate administrative, physical, and technical safeguards in order to sufficiently protect the Personal Information and any information assets and resources in question. Each party shall promptly notify the other of any event that may result in the unauthorized collection, access, use, or disclosure of Personal Information subject to this Agreement ("Information Protection Incident"). The parties shall make reasonable efforts to assist one another in relation to the investigation and remedy of any such Information Protection Incident and any claim, allegation, action, suit, proceeding, or litigation with respect to the unauthorized access, use, or disclosure of Personal Information. Furthermore, any access to or use of Personal Information must be in accordance with all applicable law. No individual shall access records that require a permissible purpose unless such a purpose exists for such individual. For purposes of its obligations hereunder, any acts or omissions by the personnel of each party shall also be deemed to be the acts or omissions of West and/or Subscriber, respectively.

7. **West Legal Directory™.** Subscriber may use Westlaw Data and CD-ROM Data contained in West Legal Directory ("WLD") internally in the regular course of Subscriber's business. Subscriber may also create printouts of insubstantial portions of Data consisting of individual WLD listings or selected names and addresses for its own use. Use of WLD to create mailing or marketing lists for commercial purposes or for distribution to third parties is prohibited.

8. **Responsibility for Certain Matters.** Subscriber shall provide to West the office location and address associated with Subscriber's Westlaw passwords issued under this Agreement. Subscriber's personnel may also access Westlaw via home computers, laptops or other wireless devices. Subscriber is responsible for notifying West in writing of persons to whom Westlaw passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of Westlaw passwords. Subscriber is also responsible for all access to and use of Libraries, CD-ROM Data, CD-ROM Software, Westlaw, Westlaw Data, West Software and Internet Based Services (collectively the "Deliverables") by Subscriber's personnel or Westlaw passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Sharing of Westlaw passwords that have been issued to individual users of Subscriber is strictly prohibited.

9. **Disclaimer of Warranties and Limitation of Liability.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE DELIVERABLES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO THE DELIVERABLES WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF CHARGES PAID BY SUBSCRIBER RELATIVE TO THE LIBRARY, WESTLAW FEATURE OR THE WEST SOFTWARE, AS APPLICABLE, WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, OR ITS CONTRIBUTORS, OR ANY DECISION MADE OR

ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON WESTLAW DATA AND CD-ROM DATA; (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS HEREUNDER OR USE OF, OR INABILITY TO USE, THE DELIVERABLES, EVEN IF WEST OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (iii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING OR DELIVERING WESTLAW DATA AND CD-ROM DATA. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. NEITHER WEST NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO WESTLAW WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF INTERNET BASED SERVICES ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF WESTLAW DATA OR DAMAGE TO MEDIA.

10. **Limitation of Claims.** Except for claims relating to Westlaw Charges or CD-ROM Charges, or improper use of the Deliverables, no claim, regardless of form, which in any way arises out of this Agreement may be made, nor action based upon such claim brought under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

11. **Effect of Agreement.** This Agreement (which includes all applicable Order Forms, any Existing Westlaw Agreement, current and future Schedules and Additional Terms, license agreements and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and except as otherwise provided herein supersedes any and all prior understandings and agreements oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written notice. Any other amendment must be in writing and signed by both parties.

12. **Term and Termination.** This Agreement and each Order Form may not be terminated prior to a Minimum Term of one year after the date West processes this Agreement and that Order Form. In the event Subscriber requests a Minimum Term in excess of one year as set forth in the Order Form, this Agreement may not be terminated prior to the expiration of such Minimum Term. Upon expiration of the Minimum Term or any Renewal Term set forth in the Order Form, either party may terminate this Agreement by providing the other party 30 days prior written notice of such termination. Notwithstanding the foregoing: (i) West may terminate a Library subscription upon 30 days prior written notice if such Library is no longer commercially available; (ii) Subscriber may terminate this Agreement immediately by giving written notice of termination after receiving notice of any amendment (as permitted under paragraphs 2(c) and 11), which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber; (iii) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties; (iv) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if West reasonably believes that Subscriber's use of Data violates any applicable law or regulation, this Agreement or may result in a risk to public safety, including but not limited to the safety of private individuals; and (v) either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement. Upon termination of any Library subscription by either party, Subscriber shall immediately destroy the terminated Library(ies) and destroy all CD-ROM Data maintained on a permanent storage drive. Upon any termination of this Agreement, the West Software licenses shall also terminate.

13. **Force Majeure.** West's performance under this 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.

14. **Notices.** Except as otherwise provided in this Agreement, all notices must be given in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-0833. Attention: Customer Service, and to Subscriber at the address on the Order Form.

15. **General Provisions.** This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion hereof may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected. Failure of either party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part hereof. West, as used herein, applies to West Publishing Corporation, Thomson Reuters Applications Inc., West Services Inc., Thomson Reuters (Legal) Inc., and their affiliates.

16. **Ideas and Concepts.** Any and all title, ownership rights and intellectual property rights concerning any ideas, concepts, suggestions, materials and the like that Subscriber provides to West regarding Westlaw, Internet Based Services or Westlaw Software or Libraries shall become the exclusive property of West and may be used for its business purposes in its sole discretion without any payment, accounting, remuneration or attribution to Subscriber.

## **ADDENDUM**

The within Addendum shall be incorporated into the West PROFLEX Subscriber Agreement and Order Form between Cuyahoga County, on behalf of the Cuyahoga County Law Department, Cuyahoga County Council, and the Agency of the Cuyahoga County Inspector General's Office ("Subscriber") and West Publishing Corporation, dba West, a Thomson Reuters business ("West"). In the event of a conflict between the terms of the Subscriber Agreement, Order Form and this Addendum, the terms of the Addendum shall control.

1. **Term.** This Agreement, which is subject to approval and execution by West in St. Paul, Minnesota, shall become effective on September 6, 2011, and shall continue in effect until September 30, 2014 (the "Term").

2. **Charges.** For each month during the Term, Subscriber shall pay monthly charges ("Monthly Fixed Charges") in the amounts not to exceed those as set forth below, and West shall not increase the Monthly Fixed Charges during the Term. The parties acknowledge that the Monthly Fixed Charges do not reflect any potential ancillary charges which may be incurred by Subscriber. Subscriber acknowledges that the ancillary prices may change during the Term.

- a) For September 6, 2011 to September 30, 2011 the Monthly Fixed Charges shall be pro-rated for the total amount not to exceed \$590.75.
- b) From October 1, 2011 to September 30, 2012 (Period 1), the Period 1 Monthly Fixed Charges shall be \$708.76, not to exceed \$8,505.12 for Period 1.
- c) From October 1, 2012 to September 30, 2013 ("Period 2"), the Period 2 Monthly Fixed Charges shall be \$744.20, not to exceed \$8,930.40 for Period 2.
- d) From October 1, 2013 to September 30, 2014 ("Period 3"), the Period 3 Monthly Fixed Charges shall be \$781.41, not to exceed \$9,376.92 for Period 3.

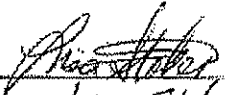
3. **Non-Availability of Funds.** If Subscriber's funding entity fails to appropriate or authorize the expenditure of sufficient funds to provide for the continuation of this Agreement or if a lawful order issued in or for any fiscal year during the Term of this Agreement reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out herein, this Agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the Subscriber. Once terminated, Subscriber shall be thereafter billed at then-current rates for its West print product titles subscriptions. The Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, if such time is available. Otherwise, prompt notice will suffice.

4. **General Provisions.** This Agreement will be governed by and construed under the law 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 Agreement and each party consents to the exclusive jurisdiction of such courts.

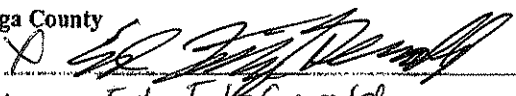
5. **Electronic Signatures.** BY ENTERING INTO THIS CONTRACT THE UNDERSIGNED AGREES ON BEHALF OF THE CONTRACTING OR SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS BY AGREEING THAT ALL DOCUMENTS REQUIRING 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. I ALSO AGREE ON BEHALF OF THE AFOREMENTIONED ENTITIES 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.

West, a Thomson Reuters business

By:   
Printed Name: Lisa Stokes  
Title: Manager Customer Contracts  
Date: 9-1-11

Cuyahoga County

By:   
Printed Name: Ed FitzGerald  
Title: Cuyahoga County Executive  
Date: 9/6/11

APPROVED AS TO LEGAL FORM AND CORRECTNESS.

9/1/11  
Date

  
Lori A. Acosta, Assistant County Law Dir.

## Cuyahoga County Sole Source Procurement Criteria

Per Cuyahoga County Board of Control, Contracting and Purchasing Ordinance 2011-0014, effective May 11, 2011, sole source procurement is permissible when it meets one of the following requirements:

(Check applicable box)

☒ Section 3.4 (b) 7: The purchase is for supplies or a replacement of supplemental part or parts for a product or equipment owned or leased by the county, and the only source of supply for the supplies or part(s) is limited to a single supplier;

☐ Section 3.4(b) 8: The purchase is for services related to information technology, such as programming services, that are proprietary or limited to a single source.

### SOLE SOURCE PROCUREMENT AFFIDAVIT

Requisition No. \_\_\_\_\_

CALIFORNIA  
STATE OF ~~OHIO~~ )  
SAN MATEO ) SS.  
COUNTY OF CUYAHOGA )

Phillip G. Balough being first duly sworn, deposes and says that he/she is

Sr. Contract Specialist of Applied Biosystems, LLC who  
is (sole owner, partner, president, etc.) (registered business name)

providing Cuyahoga County with Replacement Parts and Maintenance and Repair Services for  
7500 Real-Time PCR Systems (note goods and/or services to be provided)

has read and understands the criteria with regard to Cuyahoga County sole source procurement, per Ordinance 2011-0014. I understand that competition is the pre-eminent consideration in the expenditure of County funds and I acknowledge the County's commitment to the principle of fairness to any vendor who would like to do business with the County. After observing these principles and considerations, I hereby submit, under penalty of perjury of law, that the goods and/or services listed above fit the County's sole source procurement criteria.

Phillip G. Balough  
AFFIANT

Sworn to and subscribed before me this 8th day of August 2011

[Signature]  
NOTARY PUBLIC

(SEAL)



My commission expires:

May 6, 2014

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>WEST PUBLISHING CORPORATION</b>	
Business name/disregarded entity name if different from above <b>WEST, A THOMSON REUTERS BUSINESS or THOMSON WEST or WEST GROUP</b>	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
<input type="checkbox"/> Limited liability company Enter the tax classification (C=C corporation S=S corporation P=partnership) ▶	
<input type="checkbox"/> Other (see instructions) ▶	
<input checked="" type="checkbox"/> Exempt payee	
Address (number street and apt. or suite no.) <b>620 OPPERMAN DRIVE</b>	Requester's name and address (optional)
City, state and ZIP code <b>EAGAN, MN 55123</b>	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number								

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Kaye S. Givensfeld</i>	Date ▶ <i>3/11/2011</i>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



**Dave Yost**  
Ohio Auditor of State

Office of Auditor of State  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140  
(614) 466-4514  
(800) 282-0370

## Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

### Contractor's Information:

**Organization:** West Publishing Corporation dba West, a Thomson Reuters Business

**Date:** 09/01/2011

This search produced the following list of possible matches:

4 Possible matches were found

Name/Organization	Address
Midwest Paving	772 Village Trail Gates Mills, OH 44040
West, Arthur	, OH
West, Gail	150 Sherman Lisbon, OH 44432
West, Michael	203 E. Worley Ave. Trotwood, OH 45426

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.



OHIO DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF HOMELAND SECURITY  
<http://www.homelandsecurity.ohio.gov>

## GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

### DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U S Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of 'yes' to any question, or the failure to answer 'no' to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U S Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, material support or resources means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

### COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

### COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			PHONE	
West Publishing Corporation d/b/a West, a Thomson Reuters business			651-687-7000	
BUSINESS ADDRESS				
610 Opperman Drive				
CITY	STATE	ZIP	COUNTY	
Eagan	MIN	55123	Dakota	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE	
John S. Nelson			Manager, Customer Contracts	

### DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes" or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U S Department of State Terrorist Exclusion List?  
☐ Yes ☒ No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U S Department of State Terrorist Exclusion List?  
☐ Yes ☒ No
- Have you knowingly solicited funds or other things of value for an organization on the U S Department of State Terrorist Exclusion List?  
☐ Yes ☒ No
- Have you solicited any individual for membership in an organization on the U S Department of State Terrorist Exclusion List?  
☐ Yes ☒ No
- Have you committed an act that you know, or reasonably should have known, affords material support or resources to an organization on the U S Department of State Terrorist Exclusion List?  
☐ Yes ☒ No
- Have you hired or compensated a person you knew to be a member of an organization on the U S Department of State Terrorist Exclusion List or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  
☐ Yes ☒ No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

### CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U S Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of 'yes' to any question, or the failure to answer 'no' to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U S Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced above on of this declaration.

APPLICANT SIGNATURE X <i>John Nelson</i>	DATE 8/23/2011
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CERTIFICATION OF COMPLIANCE WITH SECTION 3517.13 OF THE O.R.C.

Check all applicable boxes.

BUSINESS NAME: West Publishing Corporation d/b/a West, a Thomson Reuters  
business

☐ CONTRACTS AWARDED TO INDIVIDUAL, PARTNERSHIP, OTHER UNINCORPORATED BUSINESS, ASSOCIATION (INCLUDING A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785), ESTATE, OR TRUST MUST CONTAIN THE FOLLOWING CERTIFICATION:

Any contract for goods or services costing more than five hundred dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517.13(I)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

- THE INDIVIDUAL
- EACH PARTNER OR OWNER OF THE PARTNERSHIP OR UNINCORPORATED BUSINESS
- EACH SHAREHOLDER OF THE ASSOCIATION
- EACH ADMINISTRATOR OF THE ESTATE
- EACH EXECUTOR OF THE ESTATE
- EACH TRUSTEE OF THE TRUST
- EACH SPOUSE OF ANY OF THE PRECEEDING PERSONS
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF ANY OF THE PRECEEDING PERSONS
- ANY COMBINATION OF THE PERSONS LISTED ABOVE

☒ CONTRACTS AWARDED TO A CORPORATION OR BUSINESS TRUST (EXCEPT A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785) MUST CONTAIN THE FOLLOWING CERTIFICATION:

Any contract for goods or services costing more than five hundred dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517.13(J)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

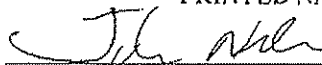
- EACH OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- EACH SPOUSE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- ANY COMBINATION OF THE PERSONS LISTED ABOVE

It is hereby certified that all of the persons listed above are in compliance with section 3517.13(I)(1) or 3517.13(J)(1) of the Ohio Revised Code, or

☐ IF CONTRACTING ENTITY IS A NONPROFIT CORPORATION ESTABLISHED UNDER ORC CHAPTER 1702, THE UNDERSIGNED CERTIFIES THAT SECTIONS 3517.13(I)(1) AND 3517.13(J)(1) ARE NOT APPLICABLE TO THE CONTRACTING ENTITY.

John S. Nelson

PRINTED NAME



SIGNATURE

Manager of Customer Contracts

TITLE

8/23/2011

DATE

\*Additional business names associated with West Publishing Corporation:

Aspatore, Attorney Jobs Online (AJO), Baker Robbins, Barclays Law Publishers, BAR/BRI, Bridge4 Solutions, Business Intelligence Services, Business Law, California Family Law Report, Class Action Reports, Complinet, Contact Network, Court Express, Cowles Legal Systems, CT EDGAR, EDGARfilings, Elite, Federal Document Retrieval, Federal Publications Seminars, Federal Reports, Findlaw, FinPlan, Foundation Press, Global Securities Information (GSI), GRC (Governance, Risk Management and Compliance), The Harrison Company, Hildebrandt International, Hubbard One, iComply, Lawyers Cooperative Publishing, Legal Research Systems, Litigation One, Netscan, NFC Global, Oden Insurance, Paisley, Pike & Fischer, ProDoc, ProLaw Software, Quinlan Publishing Group, Reqwired, Round Table Group, Serengeti Law, Super Lawyers, The Rutter Group, Trials Digest, West Legal Works, WESTLAW, WESTLAW Business, West On Line Solutions, West Publishing Payment Center, West Court Records, West Government Services, Wilson Technology, XM Law

## Corporate Records &amp; Business Registrations

## Source Information

This Record Last Updated: 07/14/2010  
Database Last Updated: 08/29/2011  
Update Frequency: MONTHLY  
Current Date: 08/30/2011  
Source: AS REPORTED BY THE SECRETARY OF STATE OR OTHER  
OFFICIAL SOURCE

## Company Information

Name: WEST PUBLISHING CORPORATION  
Address: 380 JACKSON STR #700  
ST PAUL, MN 55101

D&B DUNS: 05-502-7408

## Filing Information

Identification Number: DC 4D-804  
Filing Date: 07/07/1982  
State of Incorporation: MINNESOTA  
Date Incorporated: 07/07/1982  
Duration: PERPETUAL  
Status: ACTIVE  
Corporation Type: PROFIT  
Address Type: MAILING  
Where Filed: SECRETARY OF STATE/CORPORATIONS DIVISION  
180 STATE OFFICE BUILDING  
SAINT PAUL, MN 55155

## Registered Agent Information

Name: CORPORATION SERVICE COMPANY

**Address:** 380 JACKSON STR #700  
ST PAUL, MN 55101

**Name Information**

**FormerName:** WEST SERVICES, INC.  
**FormerName:** WESTLAW SERVICES, INC.

**Principal Information**

**Name:** PETER WARWICK  
**Title:** CHIEF EXECUTIVE OFFICER  
**Address:** 620 OPPERMAN DRV  
EAGAN, MN 55123

**Amendment Information**

**Amendments:** 11/25/2008 MISCELLANEOUS MRGD W/ WEST GOVERNMENT  
SERVICES LLC (QUAL GA)  
08/30/2007 ADDRESS CHANGE REGISTERED OFFICE  
CHANGED TO: CORPORATION SERVICE COMPANY 380  
JACKSON STR #700 ST PAUL MN 55101  
09/28/2006 MISCELLANEOUS MRGD W/ M-MASH, INC (UN-  
QUAL CO) EFF 9/29/06  
04/03/2006 MISCELLANEOUS MRGD W/ COLORADO PROFES-  
SIONAL EDUCATION, INC. (UNQUAL CO) EFF 4/3/06 @ 4:45  
PM  
12/28/2005 MISCELLANEOUS MRGD W/ WILSON TECHNOL-  
OGY ASSOCIATES, INC (UNQUAL PA) EFF 12/29/2005  
07/06/2005 ADDRESS CHANGE REGISTERED OFFICE  
CHANGED TO: CORPORATION SERVICE COMPANY 380  
JACKSON STR #418 ST PAUL MN 55101  
12/26/2003 MISCELLANEOUS MRGD W/ BAR REVIEW OF MIS-  
SOURL, INC (UNQUAL MO) EFF 12/30/2003  
01/14/2003 MISCELLANEOUS MRGD W/ WEST LICENSING  
CORPORATION (UNQUAL DE) EFF 1/15/03  
08/23/2001 MISCELLANEOUS MRGD W/ PROVOLUTION COR-  
PORATION (UNQUAL DE)  
05/04/2001 MISCELLANEOUS MRGD W/ FINDLAW, INC. (UN-  
QUAL CA)  
12/29/2000 MISCELLANEOUS MRGD W/ WESTLAW PUBLIC  
RECORDS ATLANTA, INC (UNQUAL GA)  
01/22/1999 ADDRESS CHANGE REGISTERED OFFICE  
CHANGED TO: CORPORATION SERVICE COMPANY 33 S 6TH  
STR MPLS MN 55402

12/31/1998 MISCELLANEOUS MRGD W/ WEST (DRC) INC  
(UNQUAL WI) EFF 12/31/98 11:59 PM  
08/14/1997 ADDRESS CHANGE REGISTERED OFFICE  
CHANGED TO: NATL REGISTERED AGENTS INC 1295 BAN-  
DANA BLVD N #300 ST PAUL MN 55108  
03/13/1997 ADDRESS CHANGE REGISTERED OFFICE  
CHANGED TO: NATL REGISTERED AGENTS INC 1295 BAN-  
DANA BLVD N ST PAUL MN 55108-5116  
03/07/1997 SHARES OF STOCK AMENDED  
12/30/1996 MISCELLANEOUS MRGD W/ FOUNDATION PRESS,  
INC (UNQUAL DE) EFF 12/31/96  
09/23/1996 ADDRESS CHANGE REGISTERED OFFICE  
CHANGED TO: PRENTICE-HALL CORP SYSTEM INC 33 S 6TH  
STR MULTIFOODS TWR MPLS MN 55402-  
07/27/1993 MISCELLANEOUS NAME CHANGED TO: WEST  
PUBLISHING CORPORATION  
08/02/1985 MISCELLANEOUS NAME CHANGED TO: WEST  
SERVICES, INC 620 OPPERMAN DRV EAGAN MN 55123-

#### Stock Information

Authorized Shares: 10,000  
Par Value: \$0.00

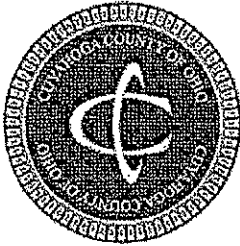
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The public record items reported above may have been paid, terminated, vacated or released prior to today's date.

#### Order Documents

Call Westlaw CourtExpress at 1-877-DOC-RETR (1-877-362-7387)  
for on-site manual retrieval of documents related to this or other matters.  
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END OF DOCUMENT



## MEMORANDUM

### MULTIPLE VENDOR PRINCIPAL OWNER (S) IDENTIFICATION SHEET

Please complete the following information:

If there is more than one (1) owner, please complete information for those person(s) as well.

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