

WEST ORDER FORM FOR WESTPACK 2004 PRODUCTS

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

LF041404-15



Account # 1000654792 PO# _____ Date Apr 5, 20 04
 Name/Subscriber RAPID CITY CITY ATTORNEY
 Address 300 6TH ST Telephone # (605) 394-4143
 City RAPID CITY State SD Zip 57701
 Order Confirmation Contact _____ Order Confirmation E-Mail _____
 Bill To Address (if different) _____ City _____ State _____ Zip _____
 Bill To Account # (if different) _____
 Submitting Rep Name and Number JAMES W ANDERSON, 56784 New Account Yes _____ No _____

"WestPack Products" consist of the WestlawPRO Products and the New and/or Existing Print Products indicated below

Westlaw Password Contact: _____ E-mail (for password delivery): _____
 WestPack Promotion Code: WP00

WestPack WestlawPRO Products						
Full Svc #	WestlawPRO Products	Total # of Passwords	Mo. Banded/ Base Rate	Per User Rate	Other	Total Monthly WestlawPRO Charges
<u>40114294</u>	<u>ALL CASES/ALL STATUTES/SD</u>					<u>420.00</u>
	<u>Order Discount (3-Year contract), 35%</u>					<u>-147.00</u>
Notes (including KeyCodes):						
Total Monthly Charges \$						<u>273.00</u>

WestPack Print Products						
Full Svc #	Quantity	WestPack Print Products	-Quantity of WestPack Titles-		List Charges	Other Charges
			New *	Existing **		
<u>21061301</u>		<u>FEDERAL CIVIL JUD PROC & RULES</u>		<u>1</u>		
Total Charges						

Terms: \$ _____ plus tax, per month for approximately _____ months, beginning the month following any applicable incentive. For terms of

- 12 or 24 months, without interest on principal while installments are paid as agreed.
- * This is a new title for Subscriber or Subscriber maintains an existing subscription to this WestPack title and desires additional copy(ies)-ship and enter subscription(s) for the requested title
- ** Subscriber maintains existing subscription(s) to this WestPack title-do not ship

Monthly WestlawPRO Charges for the WestlawPRO products elected above are billed on the date West processes Subscriber's order and continue for a minimum of 12 months. Subscriber, by his/her initials below, shall elect a to commit to the term identified below (the "Term") for its WestlawPRO subscription. If, notwithstanding anything contained in the "Subscriber Agreement" (as defined herein) to the contrary, Subscriber agrees to commit to a Term of 24 months or 36 months, any increases in Subscriber's Monthly WestlawPRO Charges shall be limited as set forth below. Subscriber also agrees to maintain all subscriptions to the WestPack print products (new and/or existing as set forth above) during the Term and the charges for Subscriber's WestPack print products (both initial charges "Initial WestPack Charges" and subscription services charges "WestPack Subscription Charges") shall be discounted as set forth below. At the end of the Term, Monthly WestlawPRO Charges and WestPack Subscription Charges shall be billed at then-current rates.

- Subscriber's Initials for 12, 24 or 36 Month Term and associated WestPack discounts and limits on Monthly WestlawPRO Charges:
- 12 Month Term - 20% WestPack Print Product discount (new and existing)
 - 24 Month Term - 25% WestPack Print Product discount (new and existing)-Monthly WestlawPRO Charges for second 12 months not to increase by more than 5% over Monthly WestlawPRO Charges for initial 12 months
 - 36 Month Term - 30% WestPack Print Product discount (new and existing)-Monthly WestlawPRO Charges for second 12 months not to increase by more than 3% over Monthly WestlawPRO Charges for initial 12 month and Monthly WestlawPRO Charges for third 12 months not to increase by more than 3% over Monthly WestlawPRO Charges for second 12 months

Subscriber's Initials 3 attorneys or corporate users are employed by Subscriber at the location identified above.

Handwritten initials and marks in a circle.

Internal Corporate Use Only BND

Additional WestlawPRO Products

Table with columns: Full Svc #, WestlawPRO Products, Total # of Passwords, Mo. Banded/ Base Rate, Per User Rate, Other, Total Monthly WestlawPRO Charges. Includes row for MUNICIPAL LAW PRO with 3 passwords and 80 base rate, and a row for Order Discount 25% (3-Year) resulting in 320.00 total charges minus 80.00 discount.

Notes:

Total Monthly Charges \$ 240.00

Monthly WestlawPRO Charges for the WestlawPRO products elected above are billed on the date West processes Subscriber's order and continue for a minimum of 12 months. Subscriber, by his/her initials below, shall elect a term identified below (the "Term") for its WestlawPRO subscription. If, notwithstanding anything contained in the "Subscriber Agreement" (as defined herein) to the contrary, Subscriber agrees to commit to a Term of 24 months or 36 months, any increases in Subscriber's Monthly WestlawPRO Charges shall be limited as set forth below.

Subscriber's Initials for 12, 24 or 36 Month Term and associated limits on Monthly WestlawPRO Charges:

- 12 Month Term
24 Month Term-Monthly WestlawPRO Charges for second 12 months not to increase by more than 5% over Monthly WestlawPRO Charges for initial 12 months
36 Month Term)-Monthly WestlawPRO Charges for second 12 months not to increase by more than 3% over Monthly WestlawPRO Charges for initial 12 month and Monthly WestlawPRO Charges for third 12 months not to increase by more than 3% over Monthly WestlawPRO Charges for second 12 months

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Issue Westlaw Passwords to:

Table with columns: NAME (last, first, middle initial), Atty, Lib, Para, Other, Product. Lists JASON GREEN, MICHAEL BOOHER, and JOEL LANDEEN, all associated with MUNICIPAL PRO.

QuickView+ X

Authorized Quick View+ Password Holder Password Authorized Acct. #

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 the accuracy of charges or other information on Quick View+.

- 1. Subscription Service. Subscription services may consist of updates and supplements to the service, as follows: 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.
2. General Provisions. This Order Form is subject to approval by West in St. Paul, Minnesota, and will be governed by the laws of the state of Minnesota. The state and federal courts sitting in Minnesota will have jurisdiction over any claim and the parties consent to the jurisdiction of such courts.
3. Returns. If you are not completely satisfied with any product you receive from West, you may return it within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Westlaw Charges are not refundable.

The Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan ("Subscriber Agreement") are hereby incorporated by reference and made part of this Order Form. Subscriber, by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.

Signature Date

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name
Date
Signature

If Subscriber is incorporated or a limited liability entity, the following must be completed by an owner/principal personally: I agree to these terms and personally guarantee payment of this agreement and subscription service furnished thereunder. Signature X

For Credit Card Transactions only:
Visa Master Card American Express Card# Exp. Date