

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

LF031506-11



Check West account status below as applicable:
Rep Name & Number JAMES W ANDERSON, 56784
New (NACI Form attached) Existing with Increase Credit Limit (NACI Form attached)
Existing with no changes X Existing with changes (Permanent name change must attach a Customer Name Change Form)
Acct # 1000654792 PO # Date Feb-27-2006
Name/Subscriber RAPID CITY CITY ATTORNEY Bill To Acct #
Order Confirmation Contact Name JAMES ANDERSON
E-Mail JAMES.W.ANDERSON@THOMSON.COM
Westlaw Password Contact Name (for password delivery) MAGGIE PAUL
E-Mail Maggie.Paul@rcgov.org
Permanent Address Change One-Time Ship To Additional Ship To Additional Bill To
Name Attn:
Address Suite/Floor
City State County Zip

REQUIRED
IF NEEDED

Table with columns: Full Svc #, WestlawPRO/CD-ROM/WLEC Products, # of Passwords/FTEs/Students/Conc. CD Users, Monthly Banded/Base Rate, Per User/Conc. User Rate, Other, Total Monthly WestlawPRO/CD/WLEC Charges. Includes rows for ALL CASES/ALL STATUTE/SD and SD MUNICIPAL LAW CORE.

Notes (including KeyCode):

Total Monthly Charges \$ 683.00

Monthly WestlawPRO Charges, Monthly CD-ROM Charges and West LegalEdcenter Charges, are billed on the date West processes Subscriber's order and continue for 12 months thereafter. Upon conclusion of such 12 months, CD-ROM Charges are billed thereafter at then-current rates. If Subscriber elects below to commit to a longer term the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges will be billed as set forth herein. Upon conclusion of the WestlawPRO and/or West LegalEdcenter term, Monthly WestlawPRO Charges and/or West LegalEdcenter Charges are billed thereafter at then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Term) may be modified as set forth in the "Subscriber Agreement" (as defined herein).

Subscriber's Initials for 24 Month WestlawPRO and/or West LegalEdcenter Term Notwithstanding anything in the "Subscriber Agreement", Subscriber agrees to commit to a total of 24 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter for the second 12 months not to increase by more than % over the Monthly WestlawPRO Charges and/or West LegalEdcenter for the initial 12 months.

Subscriber's Initials for 36 Month WestlawPRO and/or West LegalEdcenter Term Notwithstanding anything contained in the "Subscriber Agreement", Subscriber agrees to commit to a total of 36 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter for the second 12 months not to increase by more than % over the Monthly WestlawPRO Charges and/or West LegalEdcenter for the initial 12 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter for the third 12 months not to increase by more than % over the Monthly WestlawPRO Charges and/or West LegalEdcenter for the second 12 months.

Westlaw passwords may only be used by the person to whom the password is issued and sharing of Westlaw passwords is STRICTLY PROHIBITED. Subscriber is responsible for all excluded/ancillary charges as incurred.

Subscriber's Initials 4 attorneys or corporate users are employed by Subscriber at the location identified above (for WestlawPRO, CD-ROM case law orders and/or West LegalEdcenter Charges)

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

Internal Corporate Use Only BND

**West LegalEdcenter Online Features and Services:**

Subscriber shall initial and complete the following (as applicable):

\_\_\_\_ Subscriber has completed and attached Exhibit 1 if this option is chosen order must include a completed Exhibit 1  
\_\_\_\_ Subscriber's personnel may receive regular communications regarding new programs in applicable areas of interest and accredited in the appropriate jurisdiction, along with special offers and announcements. Subscriber may opt out after the first receiving the first e-mail

Programs from NETg are not included in the Online CLE Pass. Use of programs from NETg will be billed at then-current rates.

Administrator (Subscriber shall designate a person or persons who will administer its West LegalEdcenter subscription.

Administrator Name: \_\_\_\_\_ E-mail \_\_\_\_\_ Telephone # \_\_\_\_\_

<b>Technical Contact for Westlaw Patron Access, Westlaw Correctional Facilities and Campus Research</b>	
Name (please print): _____	_____
Telephone: _____	_____
E-Mail Address: _____	_____
Current Account #: _____	_____
Subscriber Initials _____	Terminals will be used for Patron Access/Correctional Facilities (not required for Campus Research).

WestlawPRO Renewals	
WestlawPRO Products	Current Monthly WestlawPRO Charges

\_\_\_\_ Subscriber's Initials for 12 Month Renewal \* Notwithstanding anything in the "Subscriber Agreement", 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 current WestlawPRO Charges.

\_\_\_\_ Subscriber's Initials for 24 Month Renewal \* Notwithstanding anything in the "Subscriber Agreement", Subscriber agrees to commit to an additional 24 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be \_\_\_\_\_ % more than the current Monthly WestlawPRO Charges 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 \* Notwithstanding anything in the "Subscriber Agreement", Subscriber agrees to commit to an additional 36 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be \_\_\_\_\_ % more than the current Monthly WestlawPRO Charges 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.

Monthly WestlawPRO Charges are billed at then-current rates after the renewal period elected by Subscriber. 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 Term of this Order Form 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 Term of this Order Form, any promotions shall immediately terminate and Subscriber's Monthly WestlawPRO Charges shall increase to then-current rates. The percent increase for the initial 12 months of the Term, as elected above, after the renewal effective date will apply unless then-current monthly WestlawPRO rates are less, in which case then then-current monthly WestlawPRO rates will apply.

\* Effective at the end of the current Term.

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

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

Authorized QuickView+ Password Holder \_\_\_\_\_ Password \_\_\_\_\_ Authorized Acct. # \_\_\_\_\_

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

Total Charges \$

Terms of Payment for Print Products. West's standard terms of payment for print products purchased are net 30 days. West may elect to accept installment payments on the purchase price. Installment payment terms are \$ \_\_\_\_\_ per month plus tax for approximately \_\_\_\_\_ months until the purchase price, plus any

additional amounts under this Order Form, is paid in full. Interest is waived on all installments of 12 or 24 months.

Subscription Service. Subscription services may consist of updates and supplements to the service, as follows: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products).

General Provisions. This Order Form is subject to approval by 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 installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unmatred installments, including 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 charges will be added for print products. West may make credit investigations it deems appropriate including the request of a consumer credit report from a credit reporting agency on any individual identified in this Order Form. 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. If Subscriber is not completely satisfied with any product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Westlaw Charges and West LegalEdcenter Charges are non-refundable.

Online Products to be Lapsed		
Full Svc #	Online Products	# of Passwords

The Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan, (for WestlawPRO products and/or CD-ROM Libraries products) and/or the West LegalEdcenter Subscriber Agreement (for West LegalEdcenter products) is/are hereby incorporated by reference and made part of this Order Form (individually or jointly, as applicable "Subscriber Agreement"). 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, the terms and conditions of this Order Form shall control. 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 \_\_\_\_\_

For Credit Card Transactions only: Visa \_\_\_\_\_ Master Card \_\_\_\_\_ Am Ex \_\_\_\_\_  
Card # \_\_\_\_\_ Expir. Date \_\_\_\_\_ Total Amt. to Charge \_\_\_\_\_