

(Contract Management Use only)

CONTRACT APPROVAL FORM

CONTRACT TRACKING NO.

CM2051-A2

CONTRACTOR INFORMATION

Name: Thomson Reuters

Address: 610 Opperman Drive D4S2808 Eagan, MN 55123
City State Zip

Contractor's Administrator Name: Molly Schuetzie, Esq. Title: Representative

Tel#: 800-328-0109 ext. 46749 Fax: 651-848-9851 Email: molly.scheutzie@thomsonreuters.com

CONTRACT INFORMATION

Contract Name: Westlaw Online (Acct # 1003327561) Contract Value: \$597.82/month; \$21,521.52 Total term

Brief Description: Content changes to the subscription for Westlaw and new extension for a 3-year term

Contract Dates : From: Signature to 24 months post signature Status: New Renew Amend# WA/Task Order


How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other

If Processing an Amendment:

Contract #: CM2051 Increase Amount of Existing Contract: No increase

New Contract Dates: 04/08/15 to 04/07/18 TOTAL OR AMENDMENT AMOUNT: \$597.82 monthly; \$21,521.52 3 yr term

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1.  _____ Date _____ Funding Source/Acct # 01141514-554000
2. Charlotte Young _____ Date 4-21-15
Contract Management
3. [Signature] _____ Date 4-22-15
Office of Management & Budget
4. 24/21/15 [Signature] _____ Date 4/24/15
County Attorney (approved as to form only)

Comments: _____

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

Ted Selby  _____ Date 4/27/15

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

 THOMSON REUTERS	<h2 style="margin: 0;">Order Notification</h2> <p style="margin: 0;">Contact your representative molly.schuetzle@thomsonreuters.com with any questions. Thank you.</p>
--	--

Order ID: 672373

Subscriber Information

<p>Account Address: Account #: 1003327561 NASSAU COUNTY COMM BOARD MICHAEL MULLIN 96135 NASSAU PL STE 6 YULEE, FL 32097 US 904-548-4596 904-530-6100</p>	<p>Shipping Address: Account #: 1003327561 NASSAU COUNTY COMM BOARD MICHAEL MULLIN 96135 NASSAU PL STE 6 YULEE, FL 32097 US 904-548-4590 904 530-6100</p>	<p>Billing Address: Account #: 1003327561 NASSAU COUNTY COMM BOARD MICHAEL MULLIN 96135 NASSAU PL STE 6 YULEE, FL 32097 US 904-548-4590 904 530-6100</p>
--	---	--

Payment and Shipping Information

Payment Method:
 Payment Method: **WestAccount**
 Account Number: **1003327561**

Shipping Information:
 Shipping Method: **FREE Ground Shipping - U.S. Only**

Additional Information

Created By: **0162196**
 Order Source: **27**
 Revenue Channel: **01**
 Order Date: **4/20/2015 12:53:32 PM**
 P.O. Number:
 Additional Data B: **1**

Order Contact Information

First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
Michael	Mullin	mmullin@nassaucountyfl.com		Order Confirmation Contact	28
Joyce	Bradley	jbradley@nassaucountyfl.com		Primary Password Contact	24
Joyce	Bradley	jbradley@nassaucountyfl.com		Quickview Contact	Quickview

Internal Comments

- Exception Approval Code:E208013
- Worksheet Custom Pro:<https://ordermation.west.thomson.com/esigs/of.aspx?pordegroupid=6c531f251fb449aca6f1e6194a9a7293&pfv=true>
- OF Ver:<https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=8c20a79b869641ef835f4b8a29c08832&isofview=yes>

New Products – Online/Practice Solutions/Software/CD ROM/ProView

Qty	Product	Material ID
1	Government Select Level 1 States (WestlawNext™;) (Banded)	40988736

Modules to include in Custom PRO:

Material ID	Description
40982461	Primary Law with KeyCite®: All — Florida (WestlawNext™;)
40981520	All Primary Law (WestlawNext™;)
40981791	Analytical Library Florida (WestlawNext™;)
40981753	Municipal Law Practitioner Counselor — Florida (WestlawNext™;)
40992461	Public Employee Reporters Florida Library (WestlawNext™;)
40983647	State Civil Court Documents — Florida (WestlawNext™;)

Monthly Charges and the minimum term shall begin on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). If Subscriber elects a longer Minimum Term the Monthly Charges will be calculated as set forth herein.

Subscriber agrees to commit to a **Minimum Term of 36 months** and the Monthly Charges for the second 12 months not to increase by more than 5% over the Monthly Charges for the initial 12 months and the Monthly Charges for the third 12 months not to increase by more than 5% over the Monthly Charges for the second 12 months.

Automatic Renewal Term(s) for Non-Government Subscribers Only. Upon conclusion of the Minimum Term, including LegalEdcenter product(s) that are part of a WestlawPRO Select, the respective Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods (Renewal Term), and the Monthly 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 the expiration of the then-current Term. Subscribers notice of cancellation should be sent to the attention of Customer Service at the address set forth herein. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly 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 (as defined in Schedule A) may be modified as set forth in the respective Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

Government Subscribers Post Minimum Term. Upon conclusion of the Minimum Term, Monthly Charges are billed thereafter at up to then-current rates. Excluded Charges (as defined in Schedule A) may be modified as set forth in the respective Subscriber Agreement (as defined herein). Monthly Charges may be modified upon 30 days notice to Subscriber. Subscriber is responsible for all Excluded Charges as incurred. Either party may provide the other party with 30 days prior written notice of cancellation. Subscriber notice of cancellation should be sent to the attention of Customer Service at the address set forth herein.

1 attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users, seats (if applicable), students and Personnel if ordering Paralegal Plans or terminals (used for Patron Access and Correctional Facility Products) at the location identified above (for WestlawPRO, CD-ROM case law orders and/or West LegalEdcenter Charges). If West learns that the actual number exceeds this number, West reserves the right to increase Subscriber Monthly Charges as applicable.

User	Start Date	Position	Email
Mullin, Michael S		Attorney	mmullin@nassaucountyfl.com
Bradley, Joyce		Paralegal	jbradley@nassaucountyfl.com

Order Subtotal:	N/A
* Estimated Tax:	TBD
Order Total:	\$0.00
Products Under 36 month contract term:	\$597.82
** Billed Monthly Total:	\$597.82

* Sales tax for your order will reflect applicable state and local taxes and will be finalized upon shipment. In accordance with applicable laws, tax will be applied to products and shipping. Actual tax may vary slightly from that shown above.

*Free shipping is not applicable to print orders that will be shipped from affiliates of Thomson Reuters that are located outside of the United States, its territories and possessions. For such products, transportation and handling charges (FOB origin) will be added.

** First full month billing will be invoiced at the monthly billed detail set forth above. Pricing is subject to the price increase pursuant to the terms and conditions set forth in agreement.

Lapse Subscriptions

Active Subscriptions to Lapse	Contract Number	Material ID
GOVERNMENT SELECT ON WESTLAW	0121456864	40988636
FL ANALYTICAL LIBRARY ON WESTLAW	0121456866	40974077
FL FEDERAL ESSENTIAL SOLO ON WESTLAW	0121456875	40973924
FL GRAPHICAL STATUTES/PASTSTAT LOCATOR/ST LEGIS HIST BUNDLE ON WESTLAW	0121456878	40976479
FL MUNICIPAL LAW PRACTITIONER COUNSELOR ON WESTLAW	0121456881	40974547
FL PRIMARY LAW WITH KEYCITE ALL ON WESTLAW	0121456884	40973827
FL STATE CIVIL COURT DOCUMENTS ON WESTLAW	0121456887	40977132
TRANSACTIONAL FORMS ON WESTLAW	0121456890	40973657
CNC CONCOURSE MATTER ROOM MODULE FOR GOVERNMENT	0121456871	41556710

Additional Terms

Credit Card Transactions Only. Subscription charges for this order will be billed to Subscriber's West account unless automatic credit card or electronic funds transfers have been separately authorized by Subscriber.

Subscriber Auto Charge Credit Card / Electronic Funds Transfer Election Payment Terms. Subscriber may separately authorize West to automatically charge a credit card (Auto Charge) or electronic fund transfer (EFT), to pay charges for charges due on Subscriber's account. If Subscriber currently subscribes to Auto Charge or EFT, subscription charges incurred from this order will be Auto Charged or debited through EFT (as elected) in accordance with existing terms and conditions.

Returns and Refunds. If Subscriber is not completely satisfied with any print product received from West as part of a subscription or as a one-time purchase, and not as part of a multi-year contract or a CD-ROM/DVD product received after the Minimum Term, the product may be returned within 45 days of the original shipment date for a full refund or credit, in accordance with West's then-current returns policies. Different rules (<http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf>) apply for print products received as part of multi-year contracts such as, but not limited to, Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements and ePack and to WestPack contracts as well. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are non-refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact West Customer Service at 1-800-328-4880 for additional details regarding West's current policies on returns and refunds.

Notices. Except as otherwise provided in the applicable Subscriber Agreement, all notices must be in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: Customer Service, and to Subscriber at the address set forth in the Order Form/Order Notification.

Transportation Charges. Print and CD-ROM/DVD products are shipped FOB origin. Transportation charges will only be added to expedited shipments at Subscriber's request and for international products or shipments at then-current carrier rates.

Other Terms and Conditions. Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. 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 and Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc and Form Builder subscription, West will provide Subscriber with access to and the ability to export related Westlaw Doc and Form Builder Data for 180 days at no charge. Thereafter, West will delete such Westlaw Doc Form Builder Data. West may share Subscriber information and Subscriber Content with its business partners as may be necessary to provide Time and Billing Services to Subscriber and Subscriber must remove all Time and Billing content prior to termination of this Order Form and Subscriber Agreement.

General Provisions for Non-Government Subscribers Only. 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. All payments are due 30 days from date of invoice. 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 charges. If any 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 may not be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. 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.

General Provisions for Government Subscribers Only. This Order Form is subject to approval by West, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form may not be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent.

Additional Contract Information

NON-AVAILABILITY OF FUNDS FOR WestlawPRO GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).

If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates)

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 667304


The following, individually or jointly, as applicable ("Subscriber Agreement and Schedule A") is/are hereby incorporated by reference and made part of this Order Form:

- Research Subscriber Agreement (located at <http://legalsolutions.com/research-subscriber-agreement>)
- Applicable Schedule A (located at <http://legalsolutions.com/schedule-a-westlaw>)

and the following if applicable when ordering Hosted Practice Solutions

- Hosted Practice Solutions Subscriber Agreement (located at <http://legalsolutions.com/hosted-practice-solutions-subscriber-agreement>)
- Applicable Schedule A (located at <http://legalsolutions.com/schedule-a-concourse-firm-central-caselogistix>)

In the event there is a conflict between the terms and conditions of the Subscriber Agreement and Schedule A and the terms and conditions of this Order Notification, the terms and conditions of this Order Notification shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement, and Schedule A and this Order.

 _____ Signature of Authorized Representative for order	Nassau County Attorney _____ Title
Michael S. Mullin _____ Printed Name	4-20-15 _____ Date