



County of Santa Cruz

OFFICE OF THE COUNTY COUNSEL

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November 2, 1999

Agenda: November 16, 1999

Board of Supervisors
County of Santa Cruz
701 Ocean Street, Room 500
Santa Cruz, California 95060

Re: Legal Research Contract

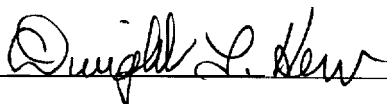
Dear Members of the Board:

This is to request authority to enter into a subscriber agreement for Westlaw Legal Research Services. This office has an existing contract with the West Group for Westlaw services through a modem. Due to the limited capacity of the telephone lines in the office, the modem access to the Westlaw Legal Research Services is only available on one computer in our library. Recently, the West Group has made Westlaw Legal Research Services available on the Internet at a reasonable cost. The West Group representative's proposal is to make the Westlaw Legal Research Services available on the Internet to this office on an unlimited basis for a monthly charge of \$490. This Internet access will allow each attorney to access the Westlaw Legal Research Services on their own computers. This access to the Westlaw Legal Research Services will be significantly more efficient than the current modem access which it would replace. Sufficient monies are available in the professional services account in the County Counsel budget to pay for this agreement.

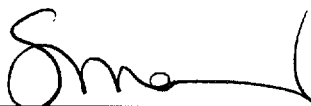
IT IS THEREFORE RECOMMENDED that your Board authorize County Counsel to enter into a subscriber agreement with the West Group for Westlaw Legal Research Services on the Internet for a monthly charge of \$490.

Very truly yours,

DWIGHT L. HERR, COUNTY COUNSEL



RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer



WEST GROUP ORDER FORM

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

0135

Account # _____ PO # _____ Date _____ 19 _____
Name Santa Cruz County Counsel SS#/FEIN# _____
Address 701 Ocean St Telephone (831) 454-2040
City Santa Cruz State CA i _____ p _____ 95066 Number _____
Contact Person _____ Billing Address (if different) _____
West Group Representative Steph Knight City Scotts Valley State CA Zip 95066

Westlaw®

WestlawPRO™ - Base and Add-On Products and Training & Technical Support

Westlaw Plan 1 PRO Private Corporate Plan 2 PRO

Table with 6 columns: SA#, Base or Add-On Product(s), Monthly PRO Charges, Number of Add'l Passwords, Monthly Add'l Password Charges, Total Monthly PRO Charges. Includes entries for CA MSA PRO, KeyCite All, and handwritten charges.

Monthly PRO Charges are billed on the first day of the month following the date West Group ("West") processes Subscriber's order ("Billing Date") and continue for a minimum of 12 months. Thereafter, Monthly PRO Charges shall be billed at then-current rates. All charges are non-refundable. Total Monthly Charges \$ 600 \$ 490

Westlaw Software: [X] WestMate® [] 7.2 or higher for Windows™95 and Windows NT® [X] 6.31 for Windows [] 6.2.4 for Macintosh*
[X] WestCheck® [] 4.0 for Microsoft Word 97 or higher [] 3.2 for Windows [] Express 1.1 for Microsoft Word 95 or higher for Macintosh
[X] Westlaw on the Internet [X] New westlaw.com™ documentation [X] westlaw.com documentation (original version)

Westlaw Passwords (PRO Options)

Table with 6 columns: NAME (last, first, middle initial) or Numeric Portion of current Westlaw Password, Base Product, Additional Base or Add-On Products*, Additional Base or Add-On Products', Additional Base or Add-On Product?, Additional Base or Add-On Product. Includes handwritten entries for MSA CA PRO and KeyCite All.

*Also Include KeyCite Level for KeyCite® Add-On Products
Subscriber's initials below certify that _____ attorneys are employed by Subscriber at the location identified herein and that Subscriber has read and understands the meaning and application of the NOTICE SCREENS. Subscriber also acknowledges that Westlaw passwords may only be used by the person to whom the password is issued and that the sharing of Westlaw passwords is STRICTLY PROHIBITED.

(X) Subscriber's Initials

CD-ROM Libraries

CD-ROM Libraries and Training & Technical Support

Number of attorneys employed by law firm/corporation at the location identified on the prior page. 0

CD-ROM Billing Option Monthly Annually Westlaw Plan TCD

SA#	Products	Total Number of Concurrent Users	CD-ROM Charges
			\$

Total Charges \$ _____

CD-ROM Charges will be billed on the Billing Date and continue for a minimum of 12 months. Thereafter, CD-ROM Charges will be billed at then-current rates. All charges are non-refundable.

CD-ROM **Software:** 0 PREMISE Windows PREMISE Macintosh LawDesk* 4X (Windows 3.1) LawDesk 5.X (Windows 95/98/NT)

Print/Merger

SA#	Print Products and Other Products	Charges
		\$

Unpaid Purchase Price **or** Balance **of** license Fee(s) for **Previously** Delivered **Products** listed Below: _____ charges

Total of Print, and Other Products and Above **Listed Products** Previously Delivered. \$ _____


Terms: \$ _____ initial payment and \$ _____ plus tax, per month for approximately _____ months, beginning the month following any applicable incen For terms 24 months or less, without interest on principal while installments are paid as **agreed**. Eight percent (8%) interest over the full length of contract with terms in excess of 24 months.


1. Subscription Service. Subscription service is provided at the then-current prices and may consist of: a) **CD-ROM Libraries:** full service subscription, update, SUP, mental and enhanced CD-ROMs, online updates and/or advance sheets. b) **Print Products:** pocket parts; pamphlets; recompiled, continuation, replacement or auxiliary **umes;** additional volumes; looseleaf pages and/or supplements and **volumes** of a new series or edition. c) **Diskette Products:** Updates will be provided until further **notic** either party d) **Westlaw and CD-ROM Software:** New versions.


2. General Provisions. This Order Form is subject to approval and acceptance by West in St. Paul, MN and will be governed and construed under Minnesota law. **Sales,** personal property, ad valorem and other taxes are the responsibility of Subscriber. Subscriber may be charged **interest** for overdue installments and subscriptions and for other account charges. Interest, if **charged,** may be adjusted to the then-highest current rate allowable on Minnesota contract. Transfer or assignment of rights or obligations by **Custo** constitutes a **material** breach of this Order Form, the Subscriber Agreement and/or **West Software** License Agreement. If any installments, subscriptions or open account cha remain unpaid **90** days after maturity, all **unmatured** installments shall become due and payable at the option of West. All collection fees, including but not limited to **attori** fees, are payable by Subscriber. Transportation and handling will **be** added unless otherwise stated.

Satisfaction Plus – If you are not completely satisfied with any product you purchase or license from **West Group,** you may return it **within** 45 days of invoice for a full ref or credit. Satisfaction Plus **does** not apply to **Westlaw.** Subscriber is responsible for any applicable charges associated with **Westlaw.**

The Subscriber Agreement for Westlaw and CD-ROM Libraries and the applicable schedule A price plan ("Subscriber Agreement"), for packaged **Westlaw** pro **ucts and/or** CD-ROM Libraries orders, 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! _____

CREDIT CARD  Mastercard American Express Discover
Credit card # _____ **Expiration** date _____

 **SUBSCRIBER**
Signature _____
Printed Name _____
Date _____

If Subscriber is incorporated or a limited liability entity, the following **must** ¹ completed by an owner/principal personally: I **agree to these terms** and persona guarantee payment of this contract and subscription **service** furnished thereunder.

Signature _____

Subscriber Agreement for Westlaw® and CD-ROM Libraries

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

1. Westlaw and CD-ROM Libraries

Subscriber may subscribe to Westlaw, West's computer assisted 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 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 nonexclusive, 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 on 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 with respect to certain Westlaw Data, 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 if such third parties agree not to further distribute the printouts.

(b) Limitations. Subscriber may not copy, download, store, publish, transmit, transfer, sell or otherwise use the Data or any portion of the Data, in any form or by any means, except (i) as expressly permitted or prohibited 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.A. § 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 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 databases, 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, 7 and 8 which take precedence over the license granted in this paragraph or additional terms ("Additional Terms"), which are 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 or by such other means as West may determine. Additional Terms may be modified effective upon West giving Subscriber notice (in writing, online or otherwise) 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.

(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 We 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

Subscriber may, via Westlaw functionality, direct West to transmit West-proprietary documents (i.e., documents not licensed from third parties) in electronic format to a single internal user or to a third party who is an individual if such third party agrees not to further disseminate such documents. Direct transmission of electronic copies by Subscriber is prohibited. West further grants a nonexclusive, non-transferable, limited license to individual Westlaw users within Subscriber entities to store and use West-proprietary Downloaded CD-ROM and Westlaw Data 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 the Subscriber Agreement, whichever occurs first. Retention of Downloaded Data in a Project Database after the project ends, in an archival database used as a research tool or in a database accessible to external users is prohibited.

4. West Software and westlaw.com™

(a) Westlaw Software. West may make available to Subscriber 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 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. West will enter one subscription for each location or site at which West Software is ordered or used.

(b) westlaw.com. westlaw.com is an Internet-based service that provides access to Westlaw. West grants Subscriber a non-exclusive, non-transferable, limited license to use westlaw.com. Subscriber may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of westlaw.com, nor may Subscriber reproduce all or any portion of the components of westlaw.com. Subscriber may use Westlaw Data cached in Subscriber's local disk drive solely in support of its use of westlaw.com. Certain software used by Subscriber may not be capable of supporting westlaw.com. The performance of westlaw.com 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, the applicable Schedule A or as otherwise agreed upon in writing by the parties. Subscriber may elect a different Schedule A upon at least 30 days prior written notice. 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. The Westlaw Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online. The charges currently payable by Subscriber for each Library are as set forth on the Order Form ("CD-ROM Charges"). CD-ROM Charges may be modified at any time without notice. Charges for Library additions and for Features introduced after the effective date of this Agreement will be determined by West Transportation and handling charges shall be added to all Library shipments unless otherwise stated. All charges are exclusive of sales, use, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days of receipt. If full payment is not made, Subscriber may be charged up to the maximum legal interest on the unpaid balance.

6. Public Records Databases

Public records databases consist of third party public records databases and filings as identified in the Westlaw Directory ("Public Records Databases"). Subscriber shall not use Public Records Databases in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation, including without limitation the Fair Credit Reporting Act (15 U.S.C.A. § 1681 et seq.). Subscriber certifies that it will not use any credit information obtained by it from Public Records Databases 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 governmental uses.

7. Dew Jones Interactive@ on **Westlaw**

(a) License. Dow Jones Interactive ("DJI") on Westlaw is the property of Dow Jones & Company, Inc. ("Dow Jones") and its licensors. Subscriber's access and use of DJI on Westlaw is governed by the terms and conditions of the Subscriber Agreement and this paragraph. Certain DJI on Westlaw Databases are subject to Additional Terms as set forth in the Scope screen for each DJI on Westlaw Database. Data and information made available on DJI on Westlaw ("DJ Data") may be accessed and used solely by Subscriber's employees who are members of the "Legal Market" as defined below ("Permitted Users"). DJ Data may be manipulated, analyzed, reformatted, printed and displayed by a Permitted User on his or her terminal solely in the course of Subscriber's legal, tax, accounting and related research and work Subscriber may not, and may not allow any Permitted User to, reproduce, retransmit, disseminate, sell, distribute, publish, broadcast or circulate DJ Data, except that Permitted Users may, on an occasional basis, print insubstantial portions of DJ Data and make such printouts available in non-electronic form only to a limited number of Permitted Users for internal, non-commercial use.

(b) Legal Market "Legal Market" means (i) all lawyers, paralegals and support personnel in law firms, legal research firms and legal departments of corporations; (ii) all persons who support, enforce, administer, study, create or counsel with regard to the law in executive, legislative and judicial branches of federal, state and local governments; (iii) tax and accounting professionals and related support staff in accounting, employee benefits, actuarial and tax consulting firms and tax and accounting departments of corporations (but not including those employees who engage in the buying and selling of negotiable financial instruments for such firms or corporations or their customers' accounts); and (iv) all faculty, students and support staff in law, tax and accounting schools. Subscriber may not permit access, use or redistribution of DJ Data by or to any person or entity which is not a member of the Legal Market (including third parties and employees of Subscriber who are not members of the Legal Market).

8. 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.

9. Responsibility for Certain Matters

Subscriber may access Westlaw from additional Subscriber locations upon prior notice of such location. 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, DJ Data, West Software and westlaw.com (collectively the "Deliverables") by Subscriber's personnel or Westlaw passwords, whether or not Subscriber has knowledge of or authorizes such access and use.

10. 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, INCLUDING DJ 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, INCLUDING DJ 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. SUBSCRIBER ALSO ACKNOWLEDGES THAT DJ DATA MAY INCLUDE VIEWS, OPINIONS AND RECOMMENDATIONS OF INDIVIDUALS OR ORGANIZATIONS WHOSE THOUGHTS ARE DEEMED OF INTEREST, AND THAT WEST AND DOW JONES DO NOT ENDORSE SUCH VIEWS, GIVE INVESTMENT, TAX OR LEGAL ADVICE, OR ADVOCATE THE PURCHASE OR SALE OF ANY SECURITY. 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. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF WESTLAW.COM ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF WESTLAW DATA OR DAMAGE TO MEDIA.

11. Limitation of Claim

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 date for the claim becomes known to the party desiring to assert it

12. 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 or online notice. Any other amendment must be in writing and signed by both parties.

13. Term and Termination

This Agreement and each Order Form will become effective upon approval and acceptance by West in St. Paul, Minnesota and will continue in effect until terminated by either party upon at least 30 days prior written notice of termination to the other party; provided, however, this Agreement and each Order Form may not be terminated prior to one year after the first day of the month following the date West processes this Agreement and the Order Form and any subsequent Order Form(s). West may terminate a Library subscription upon 30 days prior written notice if such Library is no longer commercially available. Subscriber may terminate this Agreement immediately by giving written notice of termination after receiving notice of any amendment (as permitted under paragraph 12) which is unacceptable to Subscriber. West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of this Agreement or of any obligation to West under any other agreement between the parties. Subscriber may terminate this Agreement or any one or more of Subscriber's Library subscriptions immediately upon giving written notice of termination to West if West commits a material breach hereof. Upon termination of any Library subscription by either party, Subscriber shall immediately return to West 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.

14. 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, lack 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.

15. 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 551644833, Attention: Customer Service, and to Subscriber at the address on the Order Form.

16. General Provisions

This Agreement will be governed by and construed under the laws of the State of Minnesota, U.S.A. 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.

Schedule A to Subscriber Agreement



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Plan 1 PRO — Westlaw PRO™ Predictable Research Online — Private Service with Special Offer

Available only to law firms that have 15 or fewer affiliated attorneys. The special offer is only available to new Westlaw Subscribers.

Upon accessing Westlaw®, a user may elect either per minute or transactional billing in the Options Directory for non-PRO sessions. Such billing election will be effective for that Westlaw session and all subsequent sessions unless the election is changed. All westlaw.com™ access is billed transactionally. The SUBSCRIBER Database lists the per minute billing classification, transactional charges and per document charges for each database.

- B. Connect Time and Communications Charges**
i. Connect Time. \$.34 per minute.
ii. Communications Charges

Network Access	Per Minute Rate
Local and WATS (within the U.S.)	\$.22
Local (AK and HI)	.47
WATS (AK and HI)	.40
Other locations available upon request.	

Connect time and communications charges begin when a password is transmitted and end when the telecommunications link is disconnected — they apply to the entire Westlaw session, excluding offline transmission, offline automated citation checking, Duns Business Records Plus, CourtLink, QUICKLAW, Washington Alert and the SUBSCRIBER Database (when accessing Westlaw via transactional billing).

4. PRO Obligations and Restrictions

~~Subscriber must submit to West a copy of its current letterhead or a certified list of all affiliated attorneys at the location identified on the Order Form and must promptly notify West of any changes in the number of affiliated attorneys. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber's personnel or persons not employed by Subscriber is STRICTLY PROHIBITED. In the event West learns that the number of attorneys employed by Subscriber exceeds the number certified by Subscriber or a Westlaw password has been used by a person other than the person to whom the password has been issued, West reserves the right to increase Subscriber's Monthly PRO Charges for each attorney employed by Subscriber for the one year period thereafter, change Subscriber to another price plan or, in the alternative, terminate the Westlaw password(s) used by a person other than the person to whom it is issued.~~

2. Monthly PRO Charges

Monthly PRO Charges for the PRO Base and Add-On Products elected by Subscriber appear on the Order Form and include database, connect time, communications, offline transmission (as limited by the Subscriber Agreement) and transactional charges (excluding online citation checking). Monthly PRO Charges apply regardless of Subscriber's actual use. A listing of the current PRO Base and Add-On Databases and KeyCite™ sign-ons appear online in the Westlaw Directory.

3. Per Minute Charges

A. Per Minute Database Charges	Per Minute Rate
I. Combination Databases	\$.50
II. Highlights Databases	1.50
III. Basic Databases	2.45
IV. Westlaw Standard Databases	4.55
V. Specialty Databases	5.10
VI. Premium Databases	5.95
VII. Allfile Databases	7.60
VIII. Super Allfile Databases	9.10
IX. Select Databases	12.75

4. Transactional Charges

- A. Search Charges**
Each search query will incur a search charge. Search charges range from \$0 to \$156 per search. The search charge applicable to each database is available in the SUBSCRIBER Database. For sales tax purposes only, \$1.00 of each search charge is allocated to communications.

- B. Find Charges**
- | | |
|-------------------------------------|------------------|
| Online Find | \$5 per document |
| Find via WestDoc | 10 per document |
| Find via WestDoc-selected databases | 30 per document |
| Find by Title* | N/A |
- *Find by Title creates a search query which will result in a search charge. No separate Find transactional charge will apply.

- C. Online Citation Checking Charges**
- | Citation Service | Charge Per Citation |
|--------------------|---------------------|
| KeyCite™ | \$3.75 |
| Shepard's® | 3 . 7 5 |
| Shepard's PreView® | 1.50 |
| QuickCite®* | N/A |
| CCH-Cite | 1.50 |

*QuickCite creates a search query which will result in a search charge. No separate online citation checking charges apply.

No offline transmission charges apply.

- D. QUOTE Charges**
- | | |
|----------------------|-----------------|
| current stock Quotes | \$.90 per entry |
| All other entries | .15 per entry |

- 5. Offline Transmission Charges**
- | | |
|---------------------------------|---------------------|
| Information America Databases | \$1 per document |
| KR SourceOne (a DIALOG service) | 12 per document |
| Selected databases | 25 per document |
| Selected databases | 50 per document |
| All other databases | 5 per document |
| WESTPRINT (handling charge) | 15 per user per day |

Offline transmission charges apply to all printing and downloading to storage devices and facsimile machines, unless otherwise indicated, and to use of WESTPRINT, West's print and mail service.

6. **Training and Technical Support Charges**
Training and technical support charges are as set forth on the Order Form.

7. **Offline Automated Citation Checking Charges**

Citation Service	Charge Per Citation
KeyCite	53.75
Table of Authorities	1.00
QuoteRight™	7.00
Shepard's	3.75
Shepard's Preview	1.50
QuickCite	3.75
Find	10.00
Find-selected SEC Filings	30.00
Content Verification	.50

No offline transmission charges apply.

8. **WESTClip™ Charges**

Noncontinuous Clipping	\$1 psr search
Continuous Clipping	6 per day per search
Storage Charge	15 per request per month

Storage charges do not apply to search requests saved without an automatic run date. Database and DIALOG per document charges apply to the online display of WESTClip automated search results. Connect time and communications charges do not apply during transactional billing sessions.

9. **Images Charges. \$4 per image**
Images charges apply to online image display and to images offline printed or downloaded. Online image display is only available via westlaw.com. Offline transmission charges apply to text printed with images, but not to the images themselves. Connect time and communications charges do not apply during transactional billing sessions.

10. **Information Americas**
The Scope screen for each Information America Database lists its database classification for per minute billing. The search charge applicable to each Information America Database is available in the SUBSCRIBER Database. Additional charges for third party services may apply. The following charges apply in addition to the per minute and transactional charges:

	Charge Per Detail Record Viewed
New Jersey Corporate Records	\$15
Delaware Corporate Records	9

The following charges apply in lieu of per minute and transactional charges:

	Charge Per Document
Duns Business Records Plus'	
Business Record & Full Financial	\$105
Business Information Report (domestic)	79
Business Information Report (international)	
Africa	345
Australia/Asia	345
Middle East	345
Central & South America	267
Europe	225
Canada	92
Family Scan Report	49
Business Record & Financial Abstract	49
Business Record	29
Business Abstract	19
Business Identification Report	15
Family Member Profile	8
Company Relations	2
(per company, \$500 maximum)	
Branch locations	2
(per location, \$500 maximum)	

*Minimum Fee of \$15 per search

11. **DIALOG on Westlaw Charges**

The SUBSCRIBER Database lists the database classification, transactional search charges and any applicable per document and Images charges for each DIALOG Database or source.

Additional Terms. Certain DIALOG Databases are subject to additional terms and conditions as set forth in the most current Database Supplier Terms and Conditions, which are available online.

12. **CourtLink Charges.**

The following charges apply in lieu of hourly and transactional charges:

Search by name	\$30 per search
Federal Index	45 per search
Search by name	10 per detail document
Search by document	30 per search

13. **QUICKLAW Charges. \$2.92 per minute.**

14. **Washington Alert Charges. \$4.50 per minute.**

15. **Gateways**

Charges for additional Gateways are set forth on Schedule H or in the Additional Terms applicable to the particular Gateway.

16. **Westlaw Charges**

Paragraph 5 of the Subscriber Agreement notwithstanding, Westlaw charges shall commence on the date Subscriber first accesses Westlaw or a Gateway. Monthly PRO Charges shall commence on the date Subscriber first accesses Westlaw or 7 days after the date of Subscriber's initial Westlaw invoice, whichever occurs first ('Initial Charges Date').

16. **Special Offer**

A. **Waived Charges**

From the initial Charges Date and continuing 30 days thereafter, West will waive the following charges for use outside of the PRO Databases:

- i. Database charges;
- ii. Connect time charges (per minute sessions);
- iii. Communication charges;
- iv. Search charges;
- v. Find charges;
- vi. Online citation checking charges;
- vii. QUOTE charges;
- viii. Offline transmission charges (as limited by the Subscriber Agreement);
- ix. Offline automated citation checking charges;
- x. WESTClip charges;
- xi. Images charges; and
- xii. DIALOG on Westlaw charges

B. **Other Charges**

Monthly PRO Charges, charges associated with the use of EIU Databases, CourtLink, QUICKLAW, Washington Alert, Gateways (pursuant to Schedule H) and training and technical support charges are NOT WAIVED and are the responsibility of Subscriber. Charges associated with the following Information America Databases and Services are NOT WANTED and are the responsibility of Subscriber: document delivery services, Credit Bureau Header, product surcharges and Dun & Bradstreet products.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0247

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: COUNTY COUNSEL (Dept.)
[Signature] (Signature) 1/11/99 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the County of Santa Cruz (Agency) and West Group, P.O. Box 64833, St. Paul MN (Name & Address)
- The agreement will provide Internet legal research services
- The agreement is needed, because the County cannot provide these services.
- Period of the agreement is from July 1, 1999 to June 30, 2000
- Anticipated cost is \$ 6,000 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Continuing contract C090041 (Replaces West Publishing Company)
- Appropriations are budgeted in 242000 (Index#) 3665 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. C090041 Date 11/5/99
are not will be

GARY A. KNUTSON, Auditor - Controller
By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the County Counsel to execute the same on behalf of the County of Santa Cruz (Agency).
County Administrative Officer

Remarks: DM (Analyst) By [Signature] Date 11/10/99

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
Slate of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19 ____ By _____ Deputy

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