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 for internal use and for distribution to third parties or use Data as a component of or in combination with other works or materials not otherwise expressively prohibited by this Agreement or as quoted in 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 107). Subscriber may not reverse engineer, decompile, disassemble or otherwise attempt to access the Libraries). Subscriber hereby subscribes to Westlaw Software and 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 and the CD-ROM Library(ies) to which Subscriber subscribes. Subscribers may not access the Libraries for purposes other than personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 108(b) of the Copyright Act of 1976 or Section 107 of the US Copyright Act.

   (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 permitted 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 107). All Library subscriptions shall include access to Westlaw and the CD-ROM Library(ies) to which Subscriber subscribes. Subscriber may access the Libraries for purposes other than personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 108(b) of the Copyright Act of 1976 or Section 107 of the US Copyright Act. Subscriber may access the Libraries for purposes other than personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 108(b) of the Copyright Act of 1976 or Section 107 of the US Copyright Act. Subscriber may access the Libraries for purposes other than personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 108(b) of the Copyright Act of 1976 or Section 107 of the US Copyright Act. Subscriber may access the Libraries for purposes other than personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 108(b) of the Copyright Act of 1976 or Section 107 of the US Copyright Act. Subscriber may access the Libraries for purposes other than personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 108(b) of the Copyright Act of 1976 or Section 107 of the US Copyright Act. Subscriber may access the Libraries for purposes other than personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 108(b) of the Copyright Act of 1976 or Section 107 of the US Copyright Act.

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 and the attorneys of record involved in the cause of action 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 westlaw.com and next.westlaw.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 access the libraries except as expressly permitted by this Agreement or as quoted in 107). Internet Based Services do not embody any additional West-proprietary software. Subscriber acknowledges and 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.

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 renegotiated 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 168b of the Fair Credit Reporting Act (15 U.S.C.A. §}
16. 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. 17. General Provisions. Attention: Customer Service, and to Subscriber at the address on the Order Form. writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-0833, West regarding Westlaw, Internet Based Services or Westlaw Software or Libraries shall become A 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. 18. 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.