

WEST ORDER FORM - For Law Enforcement Agencies
 and Correctional Facilities Only
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



THOMSON REUTERS

Check West account status below as applicable:		Rep Name & Number <u>Ryan Galvin 0153752</u>	
New <input checked="" type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit _____ (NACI Form attached)		
Existing with no changes _____	Existing with changes _____ (Permanent name change must attach a Customer Name Change Form)		
Acct # _____	Quote # _____	PO # _____	Date <u>11/28/2016</u>
Name/Subscriber <u>YAMHILL COUNTY JAIL</u>		Bill To Acct # <u>Same as Above</u>	
Order Confirmation Contact Name <u>Mikalie Frei</u>			
E-Mail <u>freim@co.yamhill.or.us</u>			
Password Contact Name (for password delivery) _____		<u>Mikalie Frei</u>	
E-Mail _____		<u>freim@co.yamhill.or.us</u>	
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

Subscriber Certification Section	
Required for all accounts that interact with, manage or house inmates or detainees.	
Subscriber Certifications must be completed for every order, including renewals.	
By initialing below, Subscriber certifies its understanding and acceptance of the security limits of Westlaw and responsibility for controlling product, Internet and network access:	
<input checked="" type="checkbox"/> <u>J</u>	Subscriber's Initials. Functionality of Westlaw cannot and does not limit access to non-West Internet sites. It is Subscriber's responsibility to control access to the Internet.
<input checked="" type="checkbox"/> <u>J</u>	Subscriber's Initials. Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw URL and West software (including CD-ROM/DVD or West Reporter DVD-Archival orders). Subscriber will design, configure and implement its own security configuration.
<input checked="" type="checkbox"/> <u>J</u>	Subscriber's Initials. Subscriber will not use any Data nor 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 or in any manner inconsistent with the General Terms and Conditions.
<input checked="" type="checkbox"/> <u>J</u>	Subscriber's Initials. Subscriber will maintain the most current version of the West software to access CD-ROM/DVD-ROM or West Reporter DVD-Archival products for security purposes.
<input checked="" type="checkbox"/> <u>J</u>	Subscriber's Initials. Subscriber will only access Westlaw for administrative or internal business purposes. All use will fully comply with the following restrictions: <ul style="list-style-type: none"> • In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw data. • Terminals with Westlaw access, access credentials, and Westlaw data will be in secured locations that do not provide inmate/detainee access. • No access shall be outsourced or otherwise provided to third parties. • Subscriber is solely responsible for ensuring that sensitive information is not made available beyond its stated permissible use.
<input checked="" type="checkbox"/> <u>J</u>	Subscriber's Initials. Subscriber certifies that inmates, third parties on behalf of inmates and employees will be using the information product and will have direct access to or control of the terminal. Subscriber understands that if it provides direct inmate access Subscriber must subscribe to the Westlaw Correctional product. Westlaw Correctional is available to federal, state, county, municipal or privately operated correctional facilities. Access is limited to Subscriber's physical premises. Remote access is strictly prohibited.

B.O. 16-477

Complete the following for Westlaw Correctional Facilities subscriptions.

Name of Technical Contact (please print): Jason Mosiman

Telephone: 503-434-7507

E-Mail Address: mosimanj@co.yamhill.or.us

Current Account #: _____

✓ IP Address: 50.43.93.100 & 206.212.234.57
One IP Address per terminal. Additional pages may be attached if needed.

✓ IP Address Range _____

* Orders submitted without IP Address information may delay set up and access

Number of terminals which will be used for the Westlaw Correctional Facilities product: 1

Name of Customer Admin/Custom Interface Contact:

Jason Mosiman

(For use in setting up the facility custom user interface page)

Telephone: 503-434-7507

E-Mail Address: mosimanj@co.yamhill.or.us

Internal Office Use Only: OP: Tie SVC Mat # 41856769 at QTY 1 and Tie Admin to Sub Mat # 41856768

If you do not know your company's external IP address(s), try the following:

- Contact your network administration, firewall or security team
- Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)
- Go to the following URL in your browser: <http://tools.whois.net/yourip/> or <http://www.whatismyip.com> to identify your external IP address
 (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)

Online/CD-ROM Products/Practice Solutions/Software Subscriptions

Full Svc #	Online/CD-ROM Products/Practice Solutions/Software	Quantity *	Monthly Rate Banded/Base Rate	Per User/Conc . User Rate	Other	Total Monthly Charges
41727130	Correctional All Primary and Analytical	1				447.00

Notes:

Exception approved E511306, 5 year contract 1 terminal. 2% annual increases.
 *****This contract includes a 1 month bridge***** Please see addendum attached

* Fill in the maximum number of Passwords, Users, Seats, Terminals, CD-ROM Users, Active Legal Holds and Quantity of Additional Storage.

Total Monthly Charges \$ 447.00

Online/Practice Solutions/Software Products Subscriptions

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes your order and continue for 12 complete calendar months (Minimum Term). Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after 30 days written or online notice.

Initial below for a longer Minimum Term:

_____ 24 month Minimum Term. Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____ 36 month Minimum Term. Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

Government Subscribers Post-Minimum Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Minimum Term. At the conclusion of the Minimum Term, your Monthly Charges will be billed at up to our then current retail rate. Thereafter, we may modify the Monthly Charges after 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Automatic Renewal for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of its Minimum Term including West LegalEdcenter products that are part of a WestlawPRO Select. Each renewal period will be twelve months in length and include a 7% price increase unless we notify you of a different rate at least 60 days before the renewal period begins. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the renewal in writing 30 days before an Automatic Renewal period starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

CD-ROM Products Subscriptions with Westlaw Access

Monthly Charges for CD-ROM products subscriptions with Westlaw access begin on the date we process your order and continue for 12 complete calendar months (Minimum Term). If you have an existing Per User CD-ROM license and are adding additional users with this Order Form, the Minimum Term in your underlying Order Form will apply.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates, replacement or supplemental CD-ROMs and online updates. We may modify Westlaw Charges after 30 days written or online notice.

 Initials for Post Minimum Term Subscription Services. I request that West continue to provide subscription services for the CD-ROM products listed above after the Minimum Term. Your CD-ROM Products subscriptions will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to our then current retail rate.

Your West sales representative will provide frequency of updates upon request. For transportation charges, returns and refunds see "Miscellaneous" below.

Either of us may cancel any time after the Minimum Term on 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

 CD-ROM/DVD annual billing (please check if requested)

Banded Products Subscriptions

You have ^{Jason Wood} attorneys (contract or staff attorneys, of counsel, and the like), corporate users, or personnel for the banded products you selected to license or purchase in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

Online/Practice Solutions/Software Renewals

Sub Matl #	Online/Practice Solutions/Software Products	Current Monthly Charges*

Notes:

* Renewal Term Monthly Charges will be calculated based on the Monthly Charges in effect the month before this Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or Practice Solutions services that are not included in your subscription. Excluded Charges may change after 30 days written or online notice.

Initial below to select the Renewal Term:

- 12 month Renewal Term.** Monthly Charges for the first 12 months will be % over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.
- 24 month Renewal Term.** Monthly Charges for the first 12 months will be % over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be % over the first 12 months.
- 36 month Renewal Term.** Monthly Charges for the first 12 months will be % over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be % over the first 12 months; Monthly Charges for the third 12 months will be % over the second 12 months.

When this Renewal Term expires the following will apply:

Government Subscribers Post-Renewal Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Renewal Term. At the conclusion of the Renewal Term, your Monthly Charges will be billed at up to our then current retail rate. Thereafter, we may modify the Monthly Charges after 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Automatic Renewal for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of its Renewal Term. Each renewal period will be twelve months in length and include a 7% price increase unless we notify you of a different rate at least 60 days before the renewal period begins. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the renewal in writing 30 days before a renewal period starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

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

QuickView is provided as a service to you for estimating your Westlaw charges. Actual charges billed may vary from QuickView+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com>.

Identify which Westlaw password holder you would like to have Quickview+ access:

Last Name _____ First Name _____ E-mail _____

	West's DVD Viewer/West's Reporter DVDs - Archival	
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Full Svc#	Products	Locations (up to #)	Users (up to #)	Qty	List Charges	Other	Charges
40647050 *	NRS PDF Viewer (with Westlaw access)						
40647551 **	NRS PDF Viewer (without Westlaw access)						

Notes: * For non-correctional and non-law enforcement subscribers only
 ** For correctional and law enforcement subscribers only

Total Charges \$ _____

	Online/CD-ROM Products to be Lapsed	
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Full Svc #	Online/CD-ROM Products	# of Passwords

Notes:

	Westlaw Roaming Access	
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If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

___ Initial to block roaming access

	Miscellaneous	
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1. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

2. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

3. Excluded Charges. If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalolutions.thomson.com/static/charges/schedule-a-westlaw.pdf> and <http://static.legalolutions.thomson.com/static/agreement/schedule-a-practice-solutions-central-caseonly.pdf>. Excluded Charges may change after 30 days written or online notice.

4. Auto Charge Credit Card/Electronic Funds Transfer Election Payments Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

5. Returns and Refunds. You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TRSWS and Serengeti charges are not refundable. Please see <http://static.legalolutions.thomson.com/static/return-refunds.pdf>, or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

6. Transportation Charges. Print and CD-ROM/DVD products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.

7. Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

8. General Terms and Conditions, located at <http://static.legalolutions.thomson.com/static/general-terms-conditions.pdf>, apply to all products ordered, purchased or licensed on this Order Form except print. In the event of a conflict between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

9. Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalolutions.thomson.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- CD-ROM Products / DVD Products
- ContractExpress
- Practice Solutions
- ProView eBooks
- West km software
- West LegalEdcenter
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Time and Billing

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

✓ Printed Name Tara Masiman
 Title Captain
 Date 11/30/16
 Signature [Signature]

Signed: [Signature]
 Name: Mary Starrett
 Title: Chair, County Board of Commissioners
 Date: 12-2-16

For Credit Card Transactions only: Visa _____ Master Card _____ Am Ex _____
 Card # _____ Expir. Date _____ Total Amt. to Charge for this Order _____
 Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

For Internal Use Only:
 CVM approval for Order Form _____
 Signature [Signature] Service Material # 41856769/41856768
 Date 12/2/16
 Printed Name Christine T. Starrett Title Financial Analyst

AUTHORIZED WEST REPRESENTATIVE
 Signature: [Signature] by [Signature]
 Printed Name: Charles H. Hester
 Title: SR. State Counsel
 Date: 1/12/2017
 Christian Boenisch
 County Counsel
 Yamhill County

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



THOMSON REUTERS

The Order Form between Yamhill County Jail ("Subscriber", "you" or "your") and West, a Thomson Reuters business ("West", "we" or "our") is amended effective on the date we process the Order Form and this Addendum:

- You will receive access to the West product(s) listed below for the Bridge Monthly Charges shown beginning on the effective date of this Addendum and continuing for 1 complete calendar months ("Bridge Period"). At the end of the Bridge Period, your rates and the Minimum Term will be as described in the Order Form.
- All other terms and conditions of the Order Form remain unchanged. In the event there is a conflict between the terms and conditions of the Order Form and the terms of this Addendum, the terms of this Addendum control.

Full Site #	Product(s)	Quantity *	Monthly Rate/ Banded/Base Rate	Concurrent User Rate	Other	Bridge Monthly Charges
41727130	Correctional All Primary and Analytical	1	447.00		100	00.00

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Terminals, Concurrent Patron Access Users, Active Legal Holds and Quantity of Additional Storage.

West, a Thomson Reuters business
 By: Chad W. Habet
 Title: SL Sr. Consultant
 Date: 1/12/2017

Subscriber
 I warrant that I am authorized to accept the terms of this Addendum on behalf of Subscriber
 By: Jason Mosiman
 Name (please print): Jason Mosiman
 Title: Captain
 Date: 11/30/16
 Subscriber's Address: 535 E 5th St.
McMinnville, OR 97128

Internal Office use only
 Addendum = Period 1 ZPER
 Bridge 1 = VTC Months
 Order Form Monthly Charge = Adj Rawl Base Value

Signed: [Signature]
 Name: Mary Starnett
 Title: Chair, Board of County Commissioners
 Date: 12-2-16

Approved As To Form.
 by: [Signature]
 Christian Boensch
 County Counsel
 Yamhill County



THOMSON REUTERS

Government Accounts Only

Addendum to West Order Notification

Subscriber: YAMHILL COUNTY JAIL

Account #: _____

Date of Order Form: _____

The parties agree to modify the Order Notification and the underlying General Terms and Conditions (collectively "the Agreement"), as follows:

Non-Availability of Funds. You may cancel a product or service with 30 days written notice if you do not receive sufficient appropriation of funds, you do not receive the authorization to spend the funds or if the previously appropriated funds are significantly reduced through no fault of your own. You will include a detailed written statement documenting the reason for cancellation. Your written statement must include an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). You will pay all charges incurred for any products and services received up to the effective date of the cancellation. If the Order Notification includes WestPack print or CD-ROM products, you will immediately return all unpaid WestPack print or CD-ROM products and updates.

All terms used in this Addendum have the same meanings as in the Agreement. If there is a conflict between the Agreement and this Addendum, this Addendum controls. All other terms and conditions of the Agreement remain unchanged.

West, a Thomson Reuters business

Accepted by: *Chuck Hornstein*
Title: *SR Sr. Consultant*
Date: *1/12/2017*

Subscriber

I warrant that I am authorized to accept the terms of this Addendum on behalf of Subscriber.

✓ Signed: *[Signature]*
Name (please print): *Jason Mosiman*
Title: *Captain*
Date: *11/30/16*

Signed: *[Signature]*
Name: *MARY STREET*
Title: *Chair, County Commissioners*
Date: *12-1-16*

Signed: _____
Name: _____
Title: _____
Date: _____

Approved As To Form
by *[Signature]*
Christian Boenisch
County Counsel
Yamhill County