



**SPECIAL OFFER AMENDMENT
TO WESTLAW® SUBSCRIBER AGREEMENT**

Special Offer Amendment to Westlaw Subscriber Agreement between State of Alaska – Alaska Court System on behalf of Supreme Court, Court of Appeals and District Trial Courts ("Subscriber") and West, a Thomson business ("West") as follows:

1. Effect of Amendment. The underlying Westlaw Subscriber Agreement, including all schedules thereto ("Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Amendment. As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Amendment shall have the meanings attributed to them in the Subscriber Agreement. This Amendment embodies the entire understanding between the parties with respect to the subject matter of this Amendment and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.

2. Term and Termination. This Amendment, which is subject to approval and execution by West in St. Paul, Minnesota, shall become effective on November 1, 2005 and shall continue in effect until October 31, 2009 (the "Term"). Notwithstanding the foregoing, this Amendment shall terminate simultaneously with termination of the Subscriber Agreement. During the Term, Subscriber agrees not to exercise its right to terminate the Subscriber Agreement for any reason other than a material breach by West. The parties agree to enter into good faith negotiations regarding the terms and conditions of this Amendment, if either party deems there is a material change in Subscriber's organizational structure, including, but not limited to merger, acquisitions, significant increase in the number of attorneys at a location covered by the Amendment, divestitures or downsizing.

3. Special Offer.

3.1 For each month during the Term, Subscriber shall guarantee minimum monthly Westlaw Charges, regardless of actual Westlaw usage, for Subscriber's Westlaw access ("Monthly Guarantee") as set forth below:

- (a) From November 1, 2005 through October 31, 2006 ("Period 1"), the Period 1 Monthly Guarantee shall be \$14,206;
- (b) From November 1, 2006 through October 31, 2007 ("Period 2"), the Period 2 Monthly Guarantee shall be \$14,308;

- (c) From November 1, 2007 through October 31, 2008 ("Period 3"), the Period 3 Monthly Guarantee shall be \$14,594.
- (d) From November 1, 2008 through October 31, 2009 ("Period 4"), the Period 4 Monthly Guarantee shall be \$14,700.

3.2 Except as provided in paragraph 3.3 herein, all charges associated with the use of the following databases, Features and services shall be included in the Monthly Guarantee (without volume discounts):

- Federal Case Law & Judicial Materials, Statutes & Legislative Materials, Administrative Law & Regulations
- State Case Law & Judicial Materials, Statutes & Legislative Materials, Administrative Law & Regulations
- Selected Practice-Area Materials
- Legal Texts, Periodicals and Miscellaneous Materials
- Law Reviews & Journals
- ALR Databases
- AmJur 2d Databases (excluding Forms, Proof of Facts, Trials and Pleading & Practice)
- Corpus Juris Secundum Library Databases
- West Reporter Images
- Online Citation Checking (including KeyCite)
- Offline Transmission
- Alert Services (WestClip and KeyCite Alert)
- Offline Automated Citation Checking (via WESTCheck and including QuoteRight)

3.3 All charges associated with the use of the following databases, Features and services (as part of all database classifications) shall NOT be included in the Monthly Guarantee and shall be billed in addition to the Monthly Guarantee at then-current Schedule A Plan 2 rates without volume discounts ("Excluded Charges"):

- Alert Services (WestClip and KeyCite Alert continuous frequency)
- BNA Databases
- Company Profiles Database
- Dialog on Westlaw Databases
- Dockets
- Document Delivery Services

- Dossier Databases
- Enflex Databases
- LRP Secondary Databases (non-JV)
- NewsRoom Library Databases
- PDF Charges (including, but not limited to Investext, Attorney Medical Advantage, Patent Image, Briefs and Dockets)
- Profiler Databases
- Premier Databases
- Public Records Databases and Services (including EDGAR, Disclosure Company Index, Criminal Records Databases, Westlaw Public Records Databases and Services, Real Property Reports and People Finder)
- Specialty Databases
- Charges for any third party Westlaw Feature(s) released during the Term

3.4 West may, at its option, make certain databases Features and services Excluded Charges if West is contractually bound or otherwise required to do so by a Contributor of Data or if the databases, Features or services are enhanced or released after the effective date of this Amendment.

4. West Reporter Images/Print Cancellations. Access to and use of West Reporter Images is included in the Monthly Guarantee pursuant to paragraph 3.2 herein. During the Term, Subscriber agrees not to terminate any of its National Reporter System print subscription(s) (bound volume/advance sheet or advance sheet only subscription(s)). In the event of any termination any of Subscriber's National Reporter System print subscription(s), West may, at its option, make all charges associated with Subscriber's access to and use of West Reporter Images Excluded Charges for the remainder of the Term of this Amendment with no reduction in the Monthly Guarantees as set forth in paragraph 3 of this Amendment

5. Support and Training Subscriber agrees to actively promote the effective use of Westlaw during the Term. To this end, Subscriber (with the support of West) will work toward establishing programs encouraging effective use of Westlaw, including, at a minimum:

- (a) training in the use of Westlaw, at no charge, by West for all new attorneys, librarians, paralegals and other appropriate personnel;
- (b) additional ongoing programs presented by West and supported by Subscriber to update and train all appropriate personnel to enhance their understanding and use of Westlaw; and
- (c) the periodic distribution of memos or other communications by Subscriber to all personnel encouraging effective use of Westlaw.

6. Confidentiality. During the Term and thereafter, except as specifically provided herein and/or to the extent reasonably necessary to perform its obligations or exercise its rights hereunder, neither party shall provide nor disclose to any third party, unless properly directed or ordered to do so by public authority or otherwise required to do so by law, any information or matter that (i) constitutes or concerns the terms and conditions of this Amendment, or (ii) regards any dealings or negotiations between the parties relating to this Amendment. If either party is directed or ordered to provide or disclose any information or matter by public authority or otherwise required to do so by law, such party shall promptly notify the party whose information is being provided or disclosed.

7. Internet Database Hosting. During the Term, and for so long as Subscriber maintains a Westlaw contract at charges at least as favorable as those set forth at 3.1 above, West will host a website containing the unenhanced text of Alaska state caselaw. Coverage will commence with caselaw decided in the year 1960 and going forward. This hosted website will be maintained free of charge and will allow users to search and retrieve the caselaw contained thereon. Should West discontinue hosting this website, West will supply Subscriber with an electronic copy of the caselaw previously hosted on the website for Subscriber's use.

West, a Thomson business

By [Signature]

Title Business Analyst

Date 31 October 2005

Subscriber

By (signature) [Signature]

Name (please print) CHARLES CHRISTENSEN

Title DEPUTY ADMINISTRATIVE DIRECTOR

Date 10/30/05

Firm Name ALASKA COURT SYSTEM

Subscriber's Address 303 K STREET
ANCHORAGE AK 99501

Contact Name _____

Telephone Number _____

This offer expires October 31, 2005
This Amendment, executed by Subscriber, must be received by West in St. Paul, Minnesota at least 5 business days prior to the effective date of this Amendment.
REG - 10/28/05