WEST ORDER FORM - SPECIAL OFFER

610 Opperman Drive, P.O. Box 64833 St. Paul, MN 55164-1803

Tel: 651-687-8000



10 W 16 W	- 1	SUBSCRIB	ER INFORMATION	7.42 ¥7.8	(数:16°11-746° - 数)。
Account		1000654835	Contact Name		'
Name		State of South Dakota - Supreme Court and Circuit Courts	Title		
Address Line 1		500 E Capitol Ave	Email		
Address Line 2		Pierre, SD 57501	Phone		
	OFFER IN		INFORMATION	ORMATION # ## ## ## ## ## ## ## ## ## ## ## ##	
Agreement Number		00074642.0	Effective Date	07/01/2017	
**************************************		· 1988年 - 1988年			
Material ID	1 1 1 1	Subscribed Products & Services	Authorized Users	Subscription Periods	Monthly Charges
41983880	Government Litigation		117	7/1/2017 - 6/30/2018	\$20,153
41984492	Gover	nment Analytical Premier	117	7/1/2018 - 6/30/2019	\$20,355
41986760	Advan	ced Drafting Assistant	117	7/1/2019 - 6/30/2020	\$20,558
41994562	562 Government National Core Slice		117	7/1/2020 - 6/30/2021	\$20,764
80000111 West		w Basic	117	7/1/2021 - 6/30/2022	\$20,971
		· · · · · · · · · · · · · · · · · · ·		-	
					· · · · · · · · · · · · · · · · · · ·
					<u>"-</u>

- 1. The General Terms and Conditions, located at static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf apply to all products licensed on this ordering document. In the event that there is a conflict of terms between the General Terms and Conditions and this ordering document, the terms of this ordering document control.
- 2. 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.
- 3. Excluded Charges. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at http://legalsolutions.com/schedule-a-library-government, and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.
- 4. Returns and Refunds. Charges for Westlaw (including Westlaw China, Campus Research, Paralegal, Patron Access and Correctional Facilities), CLEAR (including CLEAR Cap), Monitor Suite, ProView eBooks, West LegalEdcenter, Software, TREWS, Serengeti, Practice Solutions, Library Management Arrangements and Special Offer/print agreements are not refundable. Please see static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.
- 5. Applicable Law. This ordering document 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 customer, United States federal law will apply and any claim may be brought in any federal court.
- 6. Confidentiality. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.
- 7. Termination. This ordering document shall terminate simultaneously with termination of the General Terms and Conditions.
- 8. Passwords. For our products accessed by individually-issued passwords, each user, including each user that receives training, must purchase and be assigned his/her own password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among your personnel is STRICTLY PROHIBITED. We reserve the right to issue additional passwords to you and charge you for such additional password if we learn that a password has been used by a person other than the person to whom the password has been issued.
- 9. Material Change. The parties agree to good faith renegotiation of the terms and conditions of this ordering document if there is a material change in your organizational structure including, but not limited to merger, acquisitions, significant increase in the number of attorneys at a location covered by the agreement, divestitures or downsizing. If you merge with, acquire or otherwise combine with another West products/services subscriber, you will pay the invoiced charges on both agreements as they become due until a superseding agreement is negotiated in good faith.
- 10. Non-Availability of Funds. You may cancel a product or service with 30 days prior 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. The termination will be effective on the first day of the month following the notice period.

ACKNOWLEDGMENT I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber. WEST PUBLISHING CORPORATION State of South Dakota - Supreme Court and Circuit Courts Signature Date Name (please print) Title SUBSCRIBER INFORMATION EXHIBIT 化支髓器 SUBSCRIBER OFFICE & ADMINISTRATOR INFORMATION Subscriber's % of Total Server Password/License Code Department/Practice Offices **Email Address Product** Users Location by Administrator Name Location² Group (City, State) (Y/N) Administrators are counted as a user on per user subscriptions ² Taxes for software products will be based on % of Total Users by Location SPECIAL OFFER BILLING OPTIONS (FOR MULTIPLE LOCATIONS ONLY) DEFAULT. UNLESS OTHERWISE SPECIFIED, YOU WILL RECEIVE ONE COMBINED MONTHLY INVOICE AND A COPY OF EACH PARTICIPATING ACCOUNT'S LOCATION USAGE REPORTS - ALL MAILED TO THE PAYER ACCOUNT OFFICE. AS IS. Your current billing arrangement should remain unchanged. ALTERNATIVE #2. Each account will be billed separately, each receiving an invoice and a location usage report. Special offer adjustments will be

___ALTERNATIVE #3. (Not available for orders with concurrent users) An invoice and location usage report will be created for each office, allocating special offer adjustments to individual accounts based on their actual usage charges, however each account invoice and associated location usage reports will

allocated to the individual accounts based on their actual usage charges.

Please note: These billing arrangements do not affect Quickview+.

Mail to Account:

be independently mailed to the account noted below rather than to the invoiced account location.