Westlaw® Subscriber Agreement

"West", a Thomson business hereby gives written notice to "Subscriber" that, effective January 1, 2007, the Westlaw Subscriber Agreement currently in force between Subscriber and West will be amended to read as set forth below:

...[Subscriber] and West, a Thomson business ("West") regarding Westlaw, its computer-assisted legal research service, as follows:

1. License.
   a. Grant. Subscriber is granted a non-exclusive, non-transferable, limited license to access 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 all Features may be restricted. Subscriber is required to use data made available on Westlaw ("Data"), which includes "Downloaded Data" as defined below) solely in the regular course of legal and other research and related work. Certain Features are licensed subject to paragraphs 2 through 4 or subject to "Additional Terms" (as defined below), all of which take precedence over the license granted in this paragraph. Except as otherwise provided with respect to certain 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 from 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 distribution to third parties if such third parties agree not to further distribute the printouts. Subscriber may, on an occasional basis and via Westlaw functionality, direct West to transmit individual documents in electronic format to individual internal user(s). Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms of paragraph 2 herein.

   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 expressly prohibited by this Agreement. Subscriber may, however, use the Data or Downloaded Data, in electronic format, (a) to quote and excerpt from such Downloaded Data (appropriately cited and credited) in a searchable database as a component of or as a basis for any material offered for sale, license or distribution, (b) distribute, use or display Data (including printouts and 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. Rights in Data. Except for the license granted in this Agreement, all rights, title and Interest in 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"). Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online. Additional Terms may be modified effective upon West giving Subscriber notice in writing of the modification. By using Additional Terms Subscriber agrees to be bound by the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement.

2. West Proprietary Data. Subscriber may, via Westlaw functionality, direct West to transmit West-proprietary proprietary documents (i.e., documents not licensed by West from third parties) in electronic format to internal user(s) or to a third party who is an individual if such third party agrees not to further disseminate such documents. Subscriber acknowledges its responsibility in ensuring compliance with the foregoing by any third party to whom Subscriber directs the transmission of West-proprietary documents pursuant to the preceding sentence. Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms set forth herein. West grants to Subscriber a non-exclusive, non-transferable, limited license to individual Westlaw users within Subscriber entities to store and use West-proprietary Downloaded Data (as defined above) 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 process limited to the internal use of 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 unidentifiable manner not linkable to a particular Subscriber, if such processing is subject to external use is prohibited. West further grants to Subscriber a limited, non-exclusive, non-transferable license to include West-proprietary Data in briefs prepared for a specific cause to a court in an archival format in connection with or as part of a brief is limited to the court before which the cause of action is 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 in connection with or as part of a brief is limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. Any further distribution is prohibited without written permission of West. Subscriber also agrees to notify West of any copyright infringement by means in memoranda, briefs and similar work product created by Subscriber in the regular course of research and work. Subscriber may not use the Data or Downloaded Data in connection with or as part of a brief Is prohibited. Subscriber may. on an occasional basis and via Westlaw functionality, direct West to transmit individual documents in electronic format to individual internal user(s). Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms of paragraph 2 herein. Subscriber acknowledges its responsibility in ensuring compliance with the foregoing by any third party to whom Subscriber directs the transmission of West-proprietary documents pursuant to the preceding sentence. Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms of paragraph 2 herein.

3. West Legal Directory®. Subscriber may use 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.

4. 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 licenses. Subscriber acknowledges that access to Data accessed via Westlaw is subject to the Driver's Privacy Protection Act (18 U.S.C.A. § 2721 et seq.) and related state laws and regulations. By accessing driver license Data, Subscriber acknowledges that from time to time, West and its providers and various states may inquire as to Subscriber's compliance with applicable law. Subscriber agrees to cooperate with said inquiry, subject to any attorney-client confidentiality.

5. Charges and Modification of Charges. Charges payable by Subscriber for access to Westlaw ("Westlaw Charges") will commence on the date West processes Subscriber's order. Westlaw Charges will be as stated in the Schedule A Price List effective until revised or otherwise agreed upon in writing by the parties. Westlaw Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online. 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 of receipt. If full payment is not made, Subscriber may be charged up to the maximum legal interest on any unpaid balance.

   a. Westlaw Software. West may make available to Subscriber, on a subscription basis, software for use in connection with Westlaw. Such software, including new versions and the accompanying user documentation, may be referred to collectively as "Software." All Software will be licensed to Subscriber under a license agreement which will accompany the Software. By using the Software 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 Software in its possession or control.
   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 (including all versions and updates). 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 Data cached in Subscriber's local drive solely in support of its use of westlaw.com. Certain software used by Subscriber may not be capable of supporting
The performance of westlaw.com varies with the manufacturers' equipment with which it is used.

7. Disclaimer of Warranties and Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ANY SCHEDULE OR LICENSE AGREEMENT, WESTLAW, FEATURES, DATA, SOFTWARE AND WESTLAW.COM 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, MISCALLIANEITY, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S, ITS AFFILIATES AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO WESTLAW, FEATURES, DATA, SOFTWARE OR WESTLAW.COM WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF WESTLAW CHARGES PAID BY SUBSCRIBER RELATIVE TO THE SPECIFIC FEATURE (i.e., DATABASE, SERVICE, FUNCTION OR GATEWAY), THE SOFTWARE OR WESTLAW.COM, 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, ITS AFFILIATES AND/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, ITS AFFILIATES OR CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON DATA; (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT OR USE OF, OR INABILITY TO USE, WESTLAW, FEATURES, DATA, SOFTWARE OR WESTLAW.COM, EVEN IF WEST, ITS AFFILIATES AND/OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (iii) THE PROCUREMENT, COMPIILING, INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERING DATA. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. NEITHER WEST NOR CONTRIBUTORS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, THAT ACCESS TO WESTLAW WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA.

8. 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 Westlaw, including Features, Software and westlaw.com by Subscriber's personnel or Westlaw passwords, whether or not Subscriber has knowledge of or authorizes such access and use.

9. Limitation of Claims. Except for claims relating to Westlaw Charges or improper use of Westlaw, Features, Software or westlaw.com, no claim, regardless of form, which in any way arises out of this Agreement, may be made, nor such claim brought, under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it. Subscriber acknowledges that provision of Westlaw entails the likelihood of some human and machine errors, delays, interruptions and losses, including the inadvertent loss of data or damage to media.

10. Limitation of Damages. Subscriber relieves West of all claims, whether at law or in equity, or any, for any claim(s) for damages relating in any way to any third party feature. Neither West nor Contributors make any warranty, express or implied, that access to Westlaw will be uninterrupted, secure, complete or error free. Nor does West make any warranty as to the likelihood of some human and machine errors, delays, interruptions and losses, including the inadvertent loss of data or damage to media.

11. Effect of Agreement. This Agreement (which includes all current and future Schedules, Additional Terms and license agreements and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and 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.

12. 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, acts 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.

13. Notices. Except as otherwise provided herein, all notices must be in writing to West at 610 Contrype Drive, P.O. Box 64533, St. Paul, Minnesota 55164-1803, Attention; Customer Service, and to Subscriber at the address set forth below.

14. General Provisions. This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion 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 thereby. Failure of any 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 of this Agreement. West, as used herein, applies to West Publishing Corporation, Thomson Legal & Regulatory Applications Inc., West Services, Inc. and their affiliates.

16. 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, or West Software 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.

1/1/07
Plan 4 Law School Service

Available only to law schools located inside the United States.

1. Authorized Use
   A. Authorized Use
      Subscriber shall be entitled to unlimited Authorized Use (as defined below) of certain Westlaw databases, services and Features including certain NewsRoom and Dialog® on Westlaw databases ("Authorized Use") during the period from July 1 of each year through June 30 of the following year (the "Academic Year"). "Authorized Use" shall mean use solely for educational purposes by Subscriber's faculty, administration and staff ("Personnel") and students. Any other use is strictly prohibited.
   B. Annual Charge
      Subscriber shall pay an annual usage charge for Authorized Use ("Annual Charge"), billed in twelve monthly installments as set forth below. The Annual Charge shall be determined by multiplying the number of Subscriber's full-time equivalent students ("FTEs") by the applicable dollar amount. Subscriber's FTEs shall be based upon the enrollment figures for the fall semester of the prior Academic Year, as published by the American Bar Association or as provided by Subscriber. Full-time students shall count as one FTE and part-time students shall count as .67 FTE. Students enrolled in post-JD programs shall be included in Subscriber's FTE.
      The Annual Charge shall be determined by multiplying the number of FTEs by , with a minimum Annual Charge of and a maximum Annual Charge of .
      Subscriber shall be responsible for communications charges and consumables (e.g. paper and toner cartridges) for attached printers and communications charges associated with Subscriber's Westlaw access.

2. Passwords
   West may make individual passwords available to certain categories of Subscriber's personnel and students such passwords shall be used only for Authorized Use. West reserves the right to require such personnel and students ("Users") to enter into separate user agreements, which agreements may include restrictions on use in addition to those set forth herein.

3. Training
   Each of Subscriber's Personnel who will use or instruct others in the use of Westlaw and each of Subscriber's students who will supervise or instruct other students in the use of Westlaw must complete a basic Westlaw training session to be provided without charge. Training may be provided either in person or via the telephone.

4. Responsibility for Certain Matters
   Subscriber shall be responsible for all access to and use of Westlaw, Data, Westlaw Features and Westlaw Software by Subscriber's Personnel and students or by means of Subscriber's equipment or passwords issued to Subscriber or Users hereunder, whether or not Subscriber has knowledge of or authorizes such access and use. All such access and use shall be governed by the terms and conditions of the Subscriber Agreement between Subscriber and West. Subscriber shall notify West of any Users who are no longer affiliated with Subscriber.

5. Reservation of Rights
   West reserves the right to modify the terms and conditions of this Agreement and any separate user agreement under which Users access Westlaw from time to time, including, but not limited to, the right to restrict access to certain Westlaw databases, services and Features or to impose usage or other limitations.

Subscriber
Signature: ____________________________________________
Name (please print): ____________________________________
Date: ________________________________________________

7/1/08 SAMinet 70.drt