

Government Accounts Only

Non Availability of Funds Addendum to Order Form for West Complete and Assured Print Pricing

Subscriber: Webb County Public Defender

Account #: 1003935598

Date of Order Form: 06/06/2019

After the initial 12 months, you may cancel with 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document (e.g., executive order, an officially printed budget, or other official communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

All other terms and conditions of the Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed Order Form.

West Publishing Corporation

Subscriber

Signed _____

Accepted By _____

Name (please print) _____

Title _____

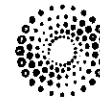
Title _____

Date _____

Date _____

WEST ORDER FORM – For West Complete Print and ProView eBook Products 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>Tara Losen 6078504</u>		*** R E Q U I R E D ***
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)	
Existing with no changes _____ Existing with changes _____ (Permanent name change must attach a Customer Name Change Form)		
Acct # <u>1003935598</u> Quote # _____ PO # _____ Date <u>6/4/2019</u> Name/Subscriber <u>Webb County Public Defender</u> Bill To Acct # _____ Order Confirmation Contact Name <u>Hector Liendo Jr.</u> E-Mail <u>hliendojr@webbcountytexas.gov</u> Westlaw Password Contact Name (for password delivery) _____ E-Mail _____		
Permanent Address Change <input type="checkbox"/> One-Time Ship To <input type="checkbox"/> Additional Ship To <input type="checkbox"/> Additional Bill To <input type="checkbox"/>		I F N E E D E D
Name _____ Attn: _____		
Address _____ Suite/Floor _____ City _____ State _____ County _____ Zip _____		
West Complete Print		

Program ID: **WCMP**

Full Svc #	Print Products	List Charges	Other	Monthly Charges
40666420	West Complete			\$215.00

See Attachment (988.dot) for print product detail, which is incorporated by reference.

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes Subscriber's ("you" or "I") order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the term of complete calendar months you initial below ("Minimum Term").

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any West Complete Print products during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted. We will contact you if any of the titles are no longer commercially available. You will then have 60 days to choose a replacement title of equal or lesser value.

Initial below to select the Minimum Term.

- 24 month Minimum Term. Monthly Charges for the second 12 months will be 8% over the first 12 months.
- 36 month Minimum Term. Monthly Charges for the second 12 months will be 5% over the first 12 months; Monthly Charges for the third 12 months will be 5% over the second 12 months.

Initials for Automatic Renewal Term. I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. Each Automatic Renewal Term will be twelve months in length. Renewal Monthly Charges will be 7% over the Monthly Charges in effect the month before the Automatic Renewal Term starts unless we notify you of a different rate at least 90 days before the Automatic Renewal Term. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

West Complete Print Renewals		
Sub Matl #	Print Products	Current Monthly Charges *
40666551	West Complete	
Notes:		

* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above and may include products from Attachment (988.dot) which, if applicable, is incorporated by reference.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any of your West Complete Print products during any Renewal Term, the Monthly Charges will not be adjusted.

Initial below to select Renewal Term.

_____ 24 month Renewal Term. Monthly Charges for the first 12 months will be 8% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 6% over the first 12 months.

_____ 36 month Renewal Term. Monthly Charges for the first 12 months will be 5% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 5% over the first 12 months; Monthly Charges for the third 12 months will be 5% over the second 12 months.

_____ Initials for Automatic Renewal Term. I understand that West will continue to provide subscription services for the products listed above after the Renewal Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. Each Automatic Renewal Term will be twelve months in length. Renewal Monthly Charges will be 7% over the Monthly Charges in effect the month before the Automatic Renewal Term starts unless we notify you of a different rate at least 90 days before the Automatic Renewal Term. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

ProView eBook Users			
Last Name	First Name, M.I.	ProView eBook Product(s)	*Optional E-Mail Address

*An e-mail address is required only if an individual user prefers to receive his or her registration key to a personal e-mail address. If necessary, attach additional page(s) including full names, products and optional e-mail addresses.

Miscellaneous	

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. Settling a Disputed Balance. Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

3. 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.

4. Auto Charge Credit Card/Electronic Funds Transfer Election Payment 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 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, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://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.

6. **Transportation Charges.** Print and CD-ROM 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 rates.

7. **Applicable Law.** 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 non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. 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. **Assignment.** This Order Form is subject to our approval. You may not assign, sublicense or otherwise transfer this Order Form without our prior written consent.

9. **Thomson Reuters General Terms and Conditions,** apply to all products ordered, except print and is located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf. The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at legalsolutions.com/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

10. **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 legalsolutions.com/TR-General-Terms-Conditions-PST.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
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

ACKNOWLEDGMENT

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

X Printed Name _____

X Title _____

X Date _____

X Signature X _____

For Credit Card Transactions only:			Visa <input type="checkbox"/>	Master Card <input type="checkbox"/>	Am Ex <input type="checkbox"/>
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.					

