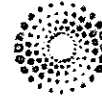


WEST ORDER FORM – Library Savings Plan Print Products
 and ProView eBooks
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



THOMSON REUTERS

<i>Check West account status below as applicable:</i>		Rep Name & Number <u>0154000</u>	
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)		*** R E Q U I R E D ***
Existing with no changes <input checked="" type="checkbox"/>	Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)		
Acct # <u>1000809966</u>	Quote # _____	PO # _____	Date <u>12/2/2016</u>
Name/Subscriber <u>Upshur County Law Library</u>		Bill To Acct # <u>1000809966</u>	
Order Confirmation Contact Name <u>Brandy Lee</u>			
E-Mail <u>upshurauditor@yahoo.com</u>			
Westlaw Password Contact Name (for password delivery) <u>Brandy Lee</u>			
E-Mail <u>upshurauditor@yahoo.com</u>			
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"/>
Name _____		Attn: _____	
Address _____		Suite/Floor _____	
City _____	State _____	County _____	Zip _____
Library Savings Plan			

Program ID: LSP

Full Svc #	Print/ProView eBook Products	List Charges	Other	Monthly Charges
4077360	See Attachment to West Order Form-Library Savings Plan print product detail, which is incorporated by reference.			2,125.00
Notes:				

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes Subscriber's ("you" or "I") order and will continue for the term of complete calendar months you initial below.

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. The license for eBooks that are updated includes updates to the most current version of each edition of the eBooks which are available during your subscription terms. If you terminate any Library Savings Plan 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 up to 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 6% 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 request West to continue 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 60 days before each Automatic Renewal Term begins. Each Renewal Term will be twelve months in length. Renewal Monthly Charges will be 7% over the Monthly Charges in effect the month before the Renewal Term starts unless we notify you of a different rate at least 60 days before the Renewal Term. Either of us may cancel in writing at least 30 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.

FILED
 TERRI ROSS
 COUNTY CLERK
 2016 DEC 30 AM 9:42
 BY [Signature]
 UP SHUR COUNTY, TX.
 DEPUTY

Library Savings Plan Renewals		
Sub Matl #	Print Products	Current Monthly Charges *
40777471	See Attachment to West Order Form - Library Savings Plan for Print Product Detail, which is incorporated by reference.	
Notes:		

*The Renewal Term Monthly Charges will be based on the Monthly Charge in effect when this Renewal Term starts.

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. The license for eBooks that are updated includes updates to the most current version of each edition of the eBooks which are available during your subscription terms. If you terminate any of your Library Savings Plan 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 6% 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 request West to continue 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 60 days before each Automatic Renewal Term begins. Each Renewal Term will be twelve months in length. Renewal Monthly Charges will be 7% over the Monthly Charges in effect the month before the Renewal Term starts unless we notify you of a different rate at least 60 days before the Renewal Term. Either of us may cancel in writing at least 30 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 will pay our 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. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card or debit and 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.

4. **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, TREWS and Serengeti 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.

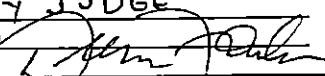
5. **Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts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


6. **General Terms and Conditions,** located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>, apply to all products ordered, purchased or licensed on this Order Form except print. In the event that there is a conflict of terms 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.

7. **Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf> if they apply to your order. 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 libraries
- ContractExpress
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access

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

Printed Name DEAN FOWLER
Title UPSHUR COUNTY JUDGE
Date 12/30/16
Signature X 



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.



Government Accounts Only

Non Availability of Funds Addendum to West Order Forms West Complete, Assured Print Pricing and Library Savings Plan Orders

Subscriber: UPSHUR COUNTY LAW LIBRARY

Account #: 1000809966

Date of Order Form: 12-22-16

1. **Effect of Addendum.** The underlying Order Form between you and West ("us" or "we") is amended to incorporate the terms of this Addendum. As amended, the Order Form remains in effect. All terms used in this Addendum have the same meanings given in the Order Form. This Addendum supersedes any and all prior understandings and agreements relating to the subject matter. If there is a conflict between the terms of the Order Form and the terms this Addendum, the terms of this Addendum will control.

2. **Modification of Order Form-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 after the initial 12 months of the Minimum Term. 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.

West Publishing Corporation

Accepted By _____

Title _____

Date _____

Subscriber

Signed 

Name (please print) DEAN FOWLER

Title UPSHUR COUNTY JUDGE

Date 12/30/16



LIBRARY SAVINGS PLAN

Thank you for choosing a Library Savings Plan and for allowing us to better serve you.

Customer Name: UPSHUR COUNTY DISTRICT JUDGE

With a Library Savings Plan (LSP), West and the customer are partners in managing your print collection.

We are pleased to present you the attached LSP offer which highlights the projected savings.

Print Background

Current Qualifying Print \$43,248.01
Excluded Qualifying Print \$0.00

Lapsed Qualifying Print \$11,592.00
Non-Qualifying Print \$0.00

New Library Savings Plan Offer* \$25,500.00

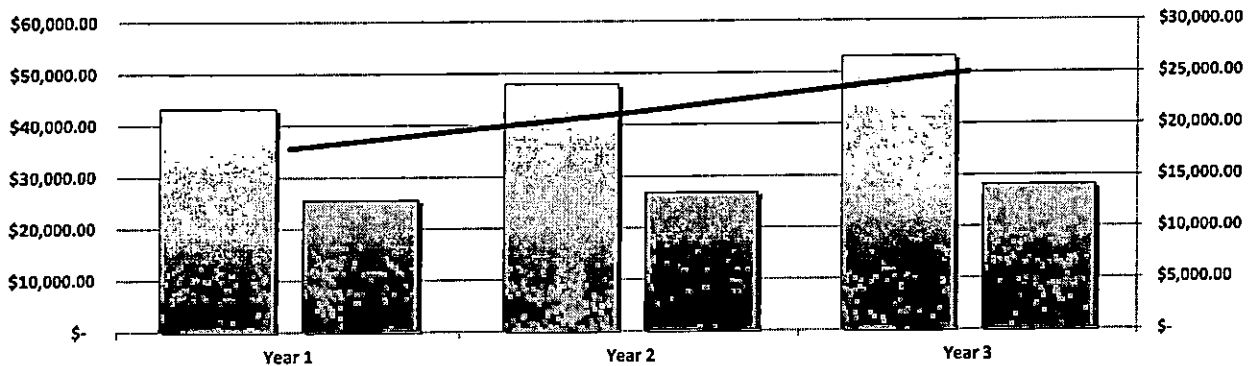
*Price only reflects qualifying products that were neither excluded nor deleted

Projected Savings

Savings
(Qualifying Materials)

	Current Plan	LSP Plan	Savings
Year 1	\$ 43,248.01	\$ 25,500.00	\$ 17,748.01
Year 2	\$ 47,918.80	\$ 26,775.00	\$ 21,143.79
Year 3	\$ 53,094.02	\$ 28,113.75	\$ 24,980.27

LSP Projected Savings



Name DEAN FOWLER
Title UPSHUR COUNTY JUDGE

Signature [Handwritten Signature]
Date 12/30/16



LSP ADDENDUM

UPSHUR COUNTY DISTRICT JUDGE

Products and quantities listed in this addendum will make up the LSP agreement once signed.

Sold-To Account	Ship-to Account	Material Number	Material Description	Quantity
1000109099	1000109099	12094745	TX UCC FMS SUB	1
1000109099	1000109099	14850571	TX FAMILY CODE ANNO W/CD SUB	1
1000109099	1000109099	14973703	TX RULES CIV PROC ANNO PAM SUB	1
1000109099	1000109099	21007609	TX FAMILY CODE PAM SUB	1
1000109099	1000109099	21013595	TX PENAL CODE PAM SUB	1
1000109099	1000109099	21014966	TX CRIM PROC CODE & RULES PAM SUB	3
1000109099	1000109099	21024066	TX CIV PR & REMEDIES CODE SUB	1
1000109099	1000109099	21044954	TX VERN STAT SUB	1
1000109099	1000109099	21056626	TX PR V35-36A COUNTY & DIST LAW SUB	1
1000109099	1000109099	21064335	TX ESTATE CODE PAM SUB	1
1000109099	1000109099	21085979	TX VERN RULES ANNO CIV SUB	1
1000809966	1000809966	12094745	TX UCC FMS SUB	1
1000809966	1000809966	13510726	TX PENAL CODE ANNO SUB	1
1000809966	1000809966	17408489	TX CASES 3D SUB	1
1000809966	1000809966	21007609	TX FAMILY CODE PAM SUB	1
1000809966	1000809966	21013595	TX PENAL CODE PAM SUB	2
1000809966	1000809966	21014966	TX CRIM PROC CODE & RULES PAM SUB	1
1000809966	1000809966	21021830	TX DIG 2D SUB	1
1000809966	1000809966	21024066	TX CIV PR & REMEDIES CODE SUB	1
1000809966	1000809966	21044954	TX VERN STAT SUB	1
1000809966	1000809966	21064335	TX ESTATE CODE PAM SUB	1
1000809966	1000809966	21085979	TX VERN RULES ANNO CIV SUB	1
1000809966	1000809966	39030173	TX CASES AS DISCOUNTED SUB	1
1000809966	1000809966	40164526	TX CR S/F/L V1-3 SUB	2

Signature: 

Date: 12/30/16

