



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1277649

Procurement Type: Central Purchase Order

Vendor ID: 000000184365

Legal Name: THOMSON REUTERS WEST

Alias/DBA: WEST PUBLISHING CORPORATION

Total Bid: \$147,369.36

Response Date: 10/04/2023

Response Time: 10.01

Responded By User ID: westpub2

First Name: John S.

Last Name: Nelson

Email: westlaw.bids@thomsonreute

Phone: 800-328-4880

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP2400000014

Published Date: 10/2/23

Close Date: 10/4/23

Close Time: 13:30

Status: Closed

Solicitation Description: Legal Research Subscription

Total of Header Attachments: 1

Total of All Attachments: 1



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 1277649  
**Solicitation Description:** Legal Research Subscription  
**Proc Type:** Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2023-10-04 13:30	SR 0313 ESR10042300000001649	1

**VENDOR**  
 000000184365  
 THOMSON REUTERS WEST

**Solicitation Number:** CRFQ 0313 DEP2400000014  
**Total Bid:** 147369.35999999999860301613807 **Response Date:** 2023-10-04 **Response Time:** 10:01:56  
**Comments:** There is no discount for prompt payment.

**FOR INFORMATION CONTACT THE BUYER**  
 Joseph E Hager III  
 (304) 558-2306  
 joseph.e.hageriii@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	12 Month subscription 11/01/2023 to 10/31/2024				34704.00

Comm Code	Manufacturer	Specification	Model #
80121609			

**Commodity Line Comments:** The Contract Amount listed is the annual amount. For full pricing details, including monthly rates, see the attached Price Proposal.

**Extended Description:**

12 Month subscription, per section 4.1 of the attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	12 Month subscription 11/01/2024 to 10/31/2025				36092.16

Comm Code	Manufacturer	Specification	Model #
80121609			

**Commodity Line Comments:** The Contract Amount listed is the annual amount. For full pricing details, including monthly rates, see the attached Price Proposal.

**Extended Description:**

12 Month subscription, per section 4.1 of the attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	12 Month subscription 11/01/2025 to 10/31/2026				37535.88

Comm Code	Manufacturer	Specification	Model #
80121609			

**Commodity Line Comments:** The Contract Amount listed is the annual amount. For full pricing details, including monthly rates, see the attached Price Proposal.

**Extended Description:**

12 Month subscription, per section 4.1 of the attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	12 Month subscription 11/01/2026 to 10/31/2027				39037.32

Comm Code	Manufacturer	Specification	Model #
80121609			

**Commodity Line Comments:** The Contract Amount listed is the annual amount. For full pricing details, including monthly rates, see the attached Price Proposal.

**Extended Description:**

12 Month subscription, per section 4.1 of the attached specifications

THOMSON REUTERS

# Westlaw Edge

for the West Virginia Department of Environmental Protection  
Office of Legal Services

RESPONSE TO REQUEST FOR QUOTE  
CRFQ 0313 DEP2400000014  
Legal Research Subscription

**SUBMITTED TO**

**Josh Hager**  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**SUBMITTAL DATE**

October 4, 2023

**SUBMITTED BY**

**Thomson Reuters**  
(West Publishing Corporation)

Shannon Genereau  
Procurement and Proposal Management

Phone: 763.326.3603  
Email: [shannon.genereau@thomsonreuters.com](mailto:shannon.genereau@thomsonreuters.com)

# Contractor Information

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Any contract resulting from this proposal for Thomson Reuters Westlaw Edge will be with West Publishing Corporation, d/b/a West, a Thomson Reuters business:

<b>Legal Contracting Entity</b>	West Publishing Corporation
<b>Doing Business As (DBA)</b>	West, a Thomson Reuters business
<b>Corporate Address</b>	610 Opperman Drive, Eagan, MN 55123
<b>Remittance Address</b>	P.O. Box 6292, Carol Stream, IL 60197-6292
<b>Federal Tax ID #</b>	41-1426973
<b>SAM Unique Entity ID #</b>	L997DB4PEJL8
<b>DUNS #</b>	14-850-8286
<b>Cage Code</b>	89101
<b>Company Size</b>	Large

## PROCUREMENT SUPPORT

For any questions, forwarding of amendments or modifications, or if our response requires further clarification, contact Shannon Genereau at 763.326.3603 or [shannon.genereau@thomsonreuters.com](mailto:shannon.genereau@thomsonreuters.com).

ALR, Am Jur, American Digest System, *Black's Law Dictionary*, Briefing Papers, Campus Research, CLEAR, COA, Construction Briefings, *Corpus Juris Secundum*, CourtExpress, Deadline Assistant, Deal Proof, Drafting Assistant, Federal Practice and Procedure, Graphical Statutes, Graphical KeyCite, KeyCite, KeySearch, *McKinney's*, Most Cited Cases, Netscan, National Reporter System, PastStat Locator, Smart Tools, Super Lawyers, *Supreme Court Reporter*, *The Government Contractor*, *The Nash & Cibinic Report*, ULA, *Uniform Laws Annotated*, *United States Code Annotated*, USCA, *U.S. Code Congressional and Administrative News*, Vernon's, West, West CiteAdvisor, WestClip, West KM, WestCheck, WestClip, West Key Number System, Westlaw, Westlaw 50 State Surveys, Westlaw Court Wire, Westlaw Profiler, WestSearch and West's are registered trademarks of West Publishing Corporation. Westlaw Edge and Westlaw Today are trademarks of West Publishing Corporation.

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# Westlaw Edge for the West Virginia Department of Environmental Protection

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We have thoroughly reviewed the requirements of this solicitation and are confident Westlaw Edge provides for a legal research solution that will satisfy the needs of West Virginia Department of Environmental Protection, Office of Legal Services users.

## Offer Summary

Our offer for WV DEP will provide users with access to National Primary, Analytical Plus, Related Documents, and PeopleMap with Company Investigator, all on our Westlaw Edge platform.

### Included Content

- **National Primary**—National Primary provides a deep base of foundational content offerings consistently identified by government agencies as must-have content, including all state and federal cases and statutes, coverage of every reported appellate and trial court case from all 50 states and the District of Columbia, statutes from each state, and documents passed by state legislative bodies.
- **Analytical Plus**—Analytical Plus combines analytical materials in all the practice areas and jurisdictions, treatises, forms, law reviews and journals, jury instructions, and news. Users can access practice-focused analysis, guidance, treatises, forms, reporters, and more.
- **Related Documents**—Related Documents significantly improves the thoroughness and accuracy of online legal research by searching “behind the scenes” to present related information throughout a research session.
- **PeopleMap Premier and Company Investigator**—PeopleMap Premier and Company Investigator provides researchers with access to public records, including people locator resources, assets, adverse filings, licenses and registrations, and business and corporate records, as well as notifications when any changes occur related to your person or business of interest.

### Included Features and Services

In addition to the content listed above, WV DEP users will have access to many features and services, including:

<ul style="list-style-type: none"> <li>▪ WestSearch</li> <li>▪ KeyCite Citator Service</li> <li>▪ Editorial Enhancements</li> <li>▪ Research Recommendations</li> <li>▪ Law Summaries</li> <li>▪ Folder Analysis and Research Report</li> <li>▪ Custom Pages</li> <li>▪ Alerts and WestClip</li> </ul>	<ul style="list-style-type: none"> <li>▪ Training (Initial and on-going)</li> <li>▪ Reference Attorneys</li> <li>▪ Technical support (24/7/365)</li> <li>▪ Unlimited access/usage of included content</li> <li>▪ Ability to download, email, and print content</li> <li>▪ Mobile access</li> <li>▪ Self-service Portal and/or My Account</li> <li>▪ QuickView+</li> </ul>
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## Response to Specifications

To help the WV DEP in evaluating our response, we are providing the following table that helps illustrate how our offer responds to each of the WV DEP’s identified requirements.

Requirement	Applicable Westlaw Edge Content/Feature
3.1. Vendor must provide Case law, articles, publications, news, court documents, lawyer marketing, law practice management tools to be used for online legal research.	Consistent with WV DEP’s current Westlaw contract, we are proposing a comprehensive collection of legal research resources that meet the research needs of WV DEP users.
4.1.1 Westlaw Legal Research Subscription or equivalent	Consistent with your current contract, we are offering legal research access via our Westlaw Edge research platform.
4.1.1.1 The vendor must provide a minimum (48) forty-eight month subscription.	Our offer includes pricing for a base year plus three option years.
4.1.1.2 The vendor must provide access for (1) attorney to West Proflex or equivalent.	Our offer is consistent with WV DEP’s current West Proflex plan.
4.1.1.3 The vendor must provide access for (8) attorneys to Westlaw Edge National Primary Law, Enterprise access, Government or equivalent.	National Primary, see page 8.
4.1.1.4 The vendor must provide access for (8) attorneys to Government related documents for Government (Westlaw PRO) or equivalent.	Related Documents, see page 17.
4.1.1.5 The vendor must provide access for (8) attorneys to Government PeopleMap Premier and Company Investigator for Government (Westlaw Pro) or equivalent.	PeopleMap Premier and Company Investigator, see page 18.
4.1.1.6 The vendor must provide access for (8) attorneys to Westlaw All Analytical, Enterprise access. Government or equivalent.	Analytical Plus, see page 12.

This table clearly demonstrates that Westlaw Edge not only provide a technically acceptable research solution for WV DEP, but that our proposed solution exceeds many of the identified requirements. Complete details about the offer are provided in the following pages. Please refer to our Pricing Proposal for complete pricing information.

# Overview

Westlaw is our online legal, news, and business information research service. Westlaw provides editorially enhanced legal research materials; unparalleled coverage of news, business, financial, and general information; and a comprehensive collection of public records.

- **Westlaw is comprehensive**—Coverage includes legal information (e.g., state and federal case law, statutes, regulations, administrative codes, law reviews), news and business information (e.g., newspapers, newswires, magazines), and extensive and well-organized public records, courthouse documents, and private-vendor sources.
- **Westlaw is current**—Westlaw resources are updated frequently so that information is kept current. For example, full-text U.S. Supreme Court opinions, including concurrences or dissents, are generally available on Westlaw within five minutes of the time they are issued.
- **Westlaw is accurate and reliable**—We employ a rigorous editorial process to ensure that every opinion available on Westlaw is correct and properly classified. Our attorney-editors use consistent language when writing synopses and headnotes. They also add synonyms, acronyms, terms of art, names of acts, generic names, and other research terms to ensure that Westlaw searches retrieve relevant cases that might otherwise be missed by searching just the text of the court opinion.
- **Westlaw is powerful**—More than 650 million links are added every year to documents on Westlaw, and nearly every word in Westlaw documents is a possible search indexing term. WestSearch Plus, a search engine designed specifically for law, incorporates more than a century of proprietary analysis of the law and exclusive tools like the West Key Number System, KeyCite, headnotes, Notes of Decisions, indexes, and secondary sources to deliver documents relevant to a search query.
- **Westlaw is intelligent**—Westlaw Edge provides legal professionals with the next-generation AI-driven legal search, exclusive new warnings for law that is no longer valid, unrivaled litigation analytics, and sophisticated new research tools help legal professionals deliver results to clients faster and more accurately.
- **Westlaw is preferred**—Thomson Reuters has earned highest accolades from the 2023 Best of *The National Law Journal* Readers Rankings, including first-place awards for Westlaw in four legal research categories: Online Research Provider, Legal Research Provider, Solo Firm / Solo Practitioner Research Provider, and Legal Research App / Service. Both current and future legal professionals prefer to conduct research using Westlaw.

<b>ABA Legal Technology Survey—Q4 2022</b> “Which one fee-based online service do you use most often overall for legal research?”	<b>Law Student Survey—Q2 2023*</b> <small>(*3L Students)</small> “Which legal research service do you currently prefer?”
WESTLAW 56.5%	WESTLAW EDGE 50%
LexisNexis 26.5%	Lexis Advance 47%
All Others 17%	3% (No Preference / Other)

# Westlaw Exclusives

We are the foremost provider of integrated information solutions to the U.S. legal market and have been providing research materials to the legal and professional community for more than 150 years. During this time, our attorney editors have been analyzing, summarizing, and classifying the law. By developing proprietary innovations, we make legal information better organized and connected so that it's easier for researchers to find, validate, and interpret the law. The following list describes a portion of the content, features, and services **available exclusively on Westlaw**. (Please see the Included Content section for the content included in your offer.)

## Exclusive Content

- **Editorial Enhancements**—For more than a century, West attorney editors have been providing editorial enhancements to case law, statutes, and other legal materials, which includes providing the most exhaustive verification and correction process in the legal publishing and information industry. No other research service can match West's editorial experience.
- **National Reporter System**—Since 1879, West's National Reporter System has compiled and organized state and federal case law into a cohesive body of law that can be researched within and across jurisdictions. West's National Reporter System is available exclusively on Westlaw.
- **Graphical Statutes/Interactive Timeline**—Graphical Statutes revolutionizes statute research by charting legislative changes and linking related documents in an easy-to-read display. From a single screen, researchers can easily track changes in the law, locate relevant legislative history materials, read important case law, and check for possible amendments. Graphical Statutes is available for USCA and the statutes for select states.
- **Uniform Laws Annotated (ULA)**—The ULA provides an extensive reference to the text of uniform laws, prepared under the sponsorship of the National Conference of Commissioners on Uniform State Laws and the American Law Institute. ULA examines acts recommended for adoption in all states, pinpoints state variations, and includes annotations to cases decided in adopting jurisdictions.
- **Corpus Juris Secundum (CJS)**—CJS helps researchers understand unfamiliar areas of law by providing links to cases, statutes, regulations, key numbers, restatements, and more. CJS covers the full breadth and depth of the law, is cited to tens of thousands of times by the courts and is fully integrated with the West Key Number System.
- **American Jurisprudence: Full Library**—Only Westlaw provides access to the full collection of AmJur resources, including *American Jurisprudence, 2d*; *American Jurisprudence Proof of Facts*; *American Jurisprudence Trials*; and *American Jurisprudence Pleadings and Practice Forms Annotated*. These resources provide fast, authoritative answers to many aspects of civil, criminal, substantive, and procedural law.

## WESTLAW EDGE EXCLUSIVE FEATURES

- **Submit to Quick Check - Selected Text**—Locate relevant authority faster by highlighting significant text in the document you're viewing and get recommendations for relevant authority without leaving your research process.
- **Compare Text Tool**—Compare the language of documents across many content sets.
- **Concurring and Dissenting Opinion Shading**—Instantly know if your search language is in the cases' main opinion, or rather in the concurrence or dissent.

## Additional Exclusive Features and Services

- **West Key Number System**—The West Key Number System is the master classification system of U.S. law and is widely regarded as the cornerstone of effective legal research. It helps users to quickly locate and identify cases with the same or similar legal concepts and principals in any jurisdiction in the U.S. utilizing the West National Digest System, which contains editorial summaries commonly referred to as headnotes.
- **KeyCite Citator Service**—KeyCite is a full-service citator that helps users determine whether a proposition is good law by tracing the history of a case, statute, patent, or federal administrative decision. KeyCite also retrieves all citing references, which include cases, statutes, administrative materials, and secondary sources.
- **Research Recommendations**—Westlaw makes recommendations by analyzing the documents a user interacts with in a single research session. Recommendations include additional relevant cases, statutes, secondary sources, and key numbers.
- **Snapshots**—Users can access basic information on legal professionals (i.e., attorneys, judges, and experts), companies, and popular statutes.
- **Folder Analysis**—Westlaw makes research suggestions by analyzing the legal issues present in cases and statutes stored in a user's folder. Suggestions include additional recommended cases and statutes, as well as visual representations of the issues.
- **Research Report**—Westlaw assembles professional reports, summarizing research in users' folders. Users can navigate reports with Table of Contents links, display all notations (including shared notes), and edit notes from the summary screen. Reports can be emailed, printed, or downloaded.
- **Reference Attorneys**—Bar-admitted legal research experts are available to assist users with any stage of legal research by providing time-saving guidance.

# Westlaw Edge

## DISCOVER NEW LEVELS OF INSIGHT AT EVERY STAGE OF YOUR RESEARCH

Since 1872, our company has been collecting, analyzing, and organizing legal data to make legal research easier and faster for users. The features and functionality available on Westlaw Precision and Westlaw Edge build on the premium content and performance the legal industry has come to expect from Thomson Reuters. By combining artificial intelligence (AI) and data with the experience, knowledge, and judgment of modern lawyers, legal departments can advance their work to a new level.

Practice with an exceptional degree of certainty and confidence and elevate your legal research experience, so you can work, think, and deliver results even faster.

### WESTSEARCH PLUS



WestSearch Plus leverages sophisticated type-ahead functionality to anticipate which topics users are searching and then delivers responsive text from relevant documents to the top of their result list. This helps decrease their time spent looking and researching for a given topic or answer and is an essential time-saver, especially when researching unfamiliar areas of law.

- Take advantage of the most powerful legal search engine, designed by attorneys for attorneys.
- Find answers to legal questions that can be answered in a sentence or two—within seconds.
- Connect directly to the relevant underlying authority.

### KEYCITE OVERRULING RISK



KeyCite Overruling Risk builds upon the capabilities of our current KeyCite service, identifying cases that contain implicitly overruled or invalidated law. Quickly ensure you are citing good law.

- Get warnings on implicitly overruled or abrogated points of law.
- See an orange warning icon, similar to red and yellow flags, integrated into your research.
- Avoid reviewing each case manually to determine whether it cites an implicitly overruled point of law.
- Leverage AI to identify bad law that has no direct citations pointing to its validity.

### QUICK CHECK



Quick Check securely analyzes your briefs to suggest highly relevant authority and ensure you haven't missed anything important. Rely on Quick Check to find authority that traditional research may have missed.

- Filter out citations you've viewed in the past 30 days and what you've already save to a folder.
- See time-saving details for why a suggested authority might be important.
- Review differences between case quotes in a document to the cited case language.
- Receive recommendations from the largest collection of secondary sources, briefs, and memoranda.

### QUICK CHECK JUDICIAL

Analyze multiple documents from a single matter at one time - your own and your opponent's. Quickly compare the citations you each relied on, plus gain an understanding of what relevant authority was omitted and how that may affect your argument.

## LITIGATION ANALYTICS

- □ □ Litigation Analytics leverages the most state and federal dockets to deliver clear and relevant
  - □ □ data-driven insights and trends on judges, companies, industries, attorneys, law firms, courts,
  - □ □ damages, and case types to help you build your strongest case strategy.
- Set and manage client expectations for outcomes, timelines, and cost.
  - Understand your assigned judge, including familiarity with a subject matter based on past cases, their record on appeal, approach to expert witnesses, the authority they tend to cite, and tested and proven arguments that have persuaded your judge in the past.
  - Assess how often your judge has admitted or excluded expert testimony and whether your expert has appeared before your judge.
  - Understand your opposing party; see how they have handled similar litigation and the counsel they have hired and glean their litigation strategy.
  - Evaluate opposing counsel's experience.
  - Evaluate potential settlements and award with damages analytics.
  - Find new clients in the industries you represent and build evidence-based pitches and win RFPs with company analytics.
  - Identify areas of growth for your firm by viewing trends for companies and industries.
  - Recruit lateral hires to staff practice areas where you have identified growth opportunities.

## PRECEDENT ANALYTICS

Make stronger arguments and quickly uncover key insights based on topics, by seeing the cases a judge regularly relies on, and other judges frequently cited.

## STATUTES COMPARE AND REGULATIONS COMPARE



Statutes Compare and Regulations Compare are intelligent comparison tools that instantly show users precisely how a statute or regulation has changed over time, the authority behind the changes, and allow the users to compare two versions to show where they differ.

- Get coverage across all practice areas for all statutory and regulatory content.
- Quickly see how any two versions of a statute and regulation have changed over time, right from the History tab.
- With the Compare Text tool, compare the language of documents across many content sets.

## JURISDICTIONAL SURVEYS



Jurisdictional Surveys allows you to quickly retrieve a customized and relevant compilation of laws across all US jurisdictions on virtually any topic. Jurisdictional Surveys accounts for variances of terminology needed to ensure a comprehensive and accurate starting point.

- Assess laws across jurisdictions to help establish a litigation strategy.
- Understand jurisdictional variances as they relate to compliance activities.
- Refine a legal argument based on how other jurisdictions have handled an issue.
- Identify new or emerging policy trends (e.g., immigration, cybersecurity).

# Included Content

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Our offer to the West Virginia Department of Environmental Protection includes access to the following content collections:

- National Primary
- Analytical Plus
- Related Documents
- PeopleMap Premier with Company Investigator

Descriptions of the content included in our offer are provided below.

## National Primary

National Primary provides a deep base of foundational content offerings consistently identified by government agencies as must-have content, including all state and federal cases and statutes, coverage of every reported appellate and trial court case from all 50 states and the District of Columbia, statutes from each state, and documents passed by state legislative bodies.

## Primary Law

Primary Law on Westlaw provides access to editorially enhanced state and federal case law, statutes, regulations, and administrative materials in a single, integrated research tool.

### ▪ Case and Judicial Materials

- **Federal.** Westlaw has complete coverage of all published federal case law, as well as many unpublished opinions. Cases that appear as officially published contain our editorial enhancements. Federal case law libraries include U.S. Supreme Court cases, U.S. Court of Appeals cases, U.S. District Court cases, Tax Court cases, Bankruptcy Court cases, and select tribal cases.
- **State.** Westlaw has complete case law coverage for all state court opinions published in West's National Reporter System. Westlaw also contains many unpublished state appellate court opinions and selected state trial court opinions.

### ▪ Statutes and Legislative Materials

- **Federal.** Westlaw has complete coverage of current federal statutes and archival statutes back to 1990. Federal statutes libraries include the *United States Code Annotated*, which contains annotations to the *United States Code*, as well as court rules, appendices, and the Popular Name Table.
- **State.** Westlaw has annotated statutes for all 50 states, the District of Columbia, Guam, Puerto Rico, the Virgin Islands, and select tribal cases. Statutes without annotations also are available.

- **Administrative Law and Regulations**
  - **Federal.** Westlaw provides extensive coverage of federal administrative rules and regulations, including documents from all 50 titles in the *Code of Federal Regulations* and recent changes, and documents from the *Federal Register*.
  - **State.** Westlaw has the administrative codes for all 50 states, the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.
  
- **Administrative Decisions & Guidance**
  - **Federal:** Westlaw provides extensive coverage of federal administrative decisions, orders, and guidance, including decisions from the Equal Employment Opportunity Commission, No-Action Letters from the Securities Exchange Commission, the Internal Revenue Manual, and Public Papers of the President.
  - **State:** Westlaw has administrative decisions, orders, and opinions issued by State Administrative Agencies and Administrative Law Judges, including attorney general opinions, workers’ compensation decisions, insurance bulletins, and blue sky decisions.

### WESTLAW ADVANTAGE—Timely Legal Content

We are committed to providing our customers with the most current information in the legal industry. In support of this goal, Westlaw content is updated and enhanced on an ongoing basis. In fact, many individual libraries are updated daily.

#### Current information when you need it.

- Full-text U.S. Supreme Court opinions, including any concurrences/dissents, are typically available on Westlaw within five (5) minutes of their release.
- Statutes on Westlaw are updated as new legislation is received.
- Federal published case law is generally available on Westlaw within 4 hours of receipt.
- Federal Register material is generally available on the same day of publication.
- Regulatory materials are generally updated within 7 days of issuance.
- State published case law is generally updated within 4 hours of a decision’s release.
- State AG opinions are generally available on Westlaw within 3–5 days of receipt.
- KeyCite citing references are available when a case/statute is added to Westlaw.
- Direct history is added to KeyCite within 24 hours of a Reported opinion being loaded to Westlaw and within 48 hours of an unreported opinion loaded to Westlaw.

## Legislative History

Legislative History on Westlaw provides access to the following resources:

### FEDERAL

- Full text of all versions of available bills (introduced, amended, and enacted versions) from the current and past sessions
- Congressional committee reports
- Agendas and witness lists for U.S. congressional committee hearings, transcripts of oral statements, and written statements submitted to committees of Congress
- Congressional Record
- U.S. Code Congressional & Administrative News

- GAO Compiled Legislative Histories
- Presidential messages, executive orders, and proclamations
- Transcripts of political news, press briefings, speeches, and testimony from congressional committee hearings

## STATE\*

- Full text of all versions of available bills (introduced, amended, and enacted versions) from the current and past sessions
- State Legislative journals
- Fiscal notes
- Text of committee amendments
- Vote rolls
- Reports from legislative bodies that summarize the effect of the bill, describe floor amendments, and provide a history of the legislative path of a bill
- Floor consideration and testimony
- Governors' messages providing the point of view of the executive branch as it relates to specific legislation, policies, and vetoes

*\*Coverage varies by state.*

## Versioning

Statute and Regulation Versioning on Westlaw provides instant access to the statute or regulation version that was in effect on the date the legal matter actually occurred. Users can view prior versions of sections in the *United States Code Annotated* (USCA) and the *Code of Federal Regulations* (CFR) and the annotated statutes and regulations for all 50 states and the District of Columbia.

Versions can:

- Immediately link you to the prior statutory or regulatory version.
- Rebuild the Table of Contents and show how it existed on a particular date.
- Identify when a statute or amendment has a future activation date, or when a statute or amendment is due to lapse.

## Graphical Statutes

Graphical Statutes revolutionizes statute research by charting legislative changes and linking related documents in an easy-to-read display. From a single screen, researchers can easily track changes in the law, locate relevant legislative history materials, link to key case treatments, and check for possible amendments.

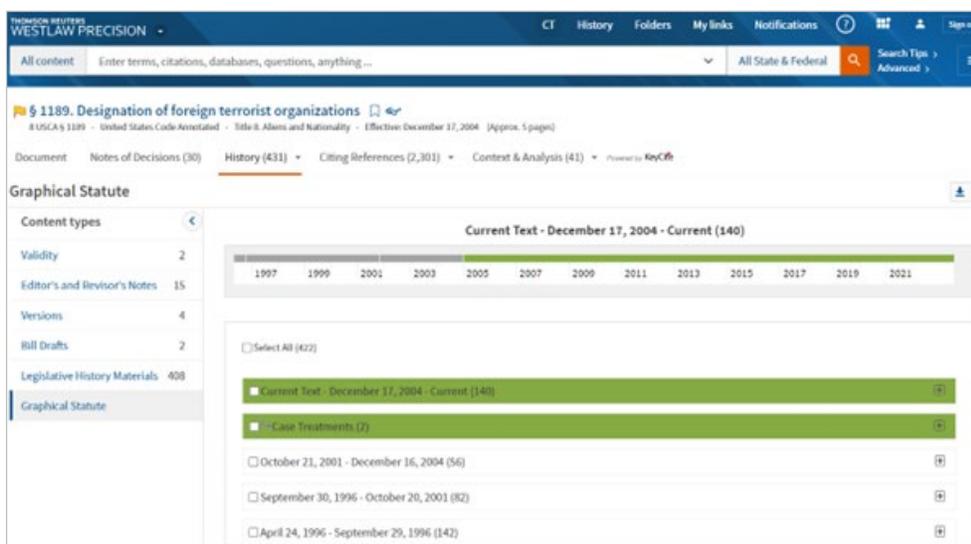
Graphical Statutes shows:

- Prior, current, and future versions of statutes
- Links to enacting and amending public laws

- Relevant legislative history materials, such as bill drafts, reports, journals, and the Congressional Record
- Cases that negatively impact a statute
- Legislation that has been enacted but has not yet been codified.

The Graphical Statutes timeline is organized by effective date and tracks prior, current, and future versions of the statute. Each prior version is linked to its enacting or amending public law(s), legislative history materials, and significant case law. Current versions of the statute are also displayed with their related public laws and legislative history materials, as well as proposed legislation. Legislation enacted but not yet codified is displayed on the timeline, as well as future text.

### GRAPHICAL STATUTES TIMELINE



The Graphical Statutes Timeline shows the effective dates for each version of the statute. Information for each version is provided in reverse-chronological order below the Timeline. Clicking within the Timeline will access the version in effect for the time period you select. Westlaw linking lets you jump to the referenced information with ease.

## Bill and Regulation Tracking

Business and industry practices and policies are shaped daily by federal, state, and local government laws and regulations. Corporate legal, compliance, and government affairs professionals are responsible for ensuring their organizations are aware of the proposed changes to current legislation and regulations that could influence their business practices.

The Bill and Regulation Tracking resources on Westlaw provide a single comprehensive source for bill tracking across the 50 states, the District of Columbia, and federal government, and regulation tracking across the 50 states and the District of Columbia.

### FEATURES AND BENEFITS

- Identify key bills and regulations to track.
- Search for proposed legislation and regulations to quickly identify pertinent bills and regulations to track.
- Search by key terms, sponsor, chamber, date, and/or status.

- Up-to-date state administrative codes.
- Track pending state and federal legislation and state regulations to stay updated.
- Track bill status from introduction to final passage.
- Anticipate and effectively communicate emerging legal issues to an organization.
- Gain awareness of the latest changes to state and federal laws and regulations on all items from environmental regulation to employment.
- Identify trends in new legislation and regulations across the 50 states, the District of Columbia, and federal government.

## Regulations with Editorial Enhancements

Westlaw provides a comprehensive and efficient federal regulatory research system that provides researchers with the tools to complete their regulations research more efficiently and with complete confidence. Researchers can stay fully informed on any regulatory issue with editorial summaries of case law decisions, KeyCite notification of changing and proposed regulations, version history, citing references, and more.

For any regulation, researchers can:

- View any section of the *Code of Federal Regulations* as well as past versions, amendments, pending changes, and citing court documents.
- Read editorially created federal case law summaries, integrated *Federal Register* content, agency publications, and analyses from law reviews and other sources.
- Track agency activities and decisions and link directly to statutory authority documents and applicable regulations.

## Analytical Plus

Analytical Plus combines analytical materials in all the practice areas and jurisdictions, treatises, forms, law reviews and journals, jury instructions, and news. Users can access practice-focused analysis, guidance, treatises, forms, reporters, and more.

## Treatises and Analytical Materials

A sample of titles includes:

- **American Law Reports (ALR)**—*American Law Reports* is one of the leading case-finding tools in America. It contains the full text of articles from the First, Second, Third, Fourth, Fifth, Sixth, and Federal Series.
- **All American Jurisprudence Library (AMJUR)**—The American Jurisprudence Library products provide fast, authoritative answers to many aspects of civil, criminal, substantive, and procedural law. This library provides access to *American Jurisprudence, 2d*; *American Jurisprudence Proof of Facts*; *American Jurisprudence Trials*; and *American Jurisprudence Pleadings and Practice Forms Annotated*.
- **Corpus Juris Secundum (CJS)**—*Corpus Juris Secundum* helps researchers understand unfamiliar areas of law by providing links to cases, statutes, regulations, Restatements of the Law, and more. CJS covers the full breadth and depth of the law and is cited to tens of thousands of times by the courts. It

provides quick overviews of topics with Black Letter Summaries and is also fully integrated with the West Key Number System.

- **Federal Treatises**—Federal Treatises provides authoritative practice resources covering a wide range of federal practices such as admiralty law, bankruptcy, business and commercial law, criminal law, employment law, immigration, intellectual property, health care, personal injury, securities, and taxation. Key titles include *Wright & Miller's Federal Practice and Procedure*, *Handbook of Federal Evidence*, *Federal Trial Handbook*, and more.
- **Topical Treatises**—The topical treatises collection provides a breadth and depth of expert content, including guidance and forms for a wide variety of practice areas highly relevant to the government practice such as: *McQuillin – Law of Municipal Corporations*, *Williston on Contracts*, *Employment Discrimination Coordinator*, and more.
- **CCH Publications**—Westlaw provides access to a large collection of CCH publications on topics such as labor and employment, pension and benefits, trade, and insurance.
- **Native American Law**—Native American Law resources include access to *American Indian Law Deskbook*, *American Indian Law Review*, *Environmental Law in Indian Country*, *Public Land and Resources Law Review*, *Native American Law—Law Reviews, Texts, and Bar Journals*, and more.
- **50 State Surveys**—50 State Surveys provide a solution for the difficult research task of finding and comparing multi-state statutes and regulations. Surveys are available on major legal topics, such as corporate liability, civil and criminal laws, employment, government and political activity, insurance, licenses, real estate, health care, COVID-19, and civil rights.
- **Emerging Areas of Practice**—This series helps practitioners stay informed on new, actively developing areas of law. Publications in the series feature attorney-authored analysis from leading practitioners in the field. Content is added to publications on a rolling basis and updated quarterly.

## State Analytical Collection

Westlaw provides practice guides and analytical materials for all 50 states. These materials give quick and practical guidance on a range of state-specific practice areas.

## Law Reviews and Journals

The Law Reviews and Journals library contains a collection of more than 1,100 law reviews and journals, providing incisive, authoritative, and professional insight. Coverage begins with the early 1980s for top law reviews. The *Harvard Law Review* contains full coverage of all content back to 1887. Links allow researchers to jump from an article to a cited case, statute, or other source, and move between text and footnotes. Users can also copy and paste text directly into a word-processing program.

## Jury Instructions

Westlaw offers jury instructions for 37 states and nine federal circuits. The jury instructions collection includes civil and criminal instructions and covers a broad range of case types.

# Jury Instructions Filings

Jury instruction filings are filed court documents that are proposed by counsel and read to the jury by the court. Coverage in the Jury Instructions Filings collection currently includes civil cases in state and federal courts in more than two dozen states.

## Forms

West's Legal Forms on Westlaw includes thousands of practice-tested forms for almost all types of personal and business transactions, including the following:

- Detailed tax information for estate planning, employee benefits, and other tax-intensive areas
- Easy-to-understand forms based on current law
- Practical advice about selecting the correct form and adapting it to a client and transaction
- Numerous optional and alternate clauses and selected state-specific forms for easy customization
- Research-expanding references to the West Key Number System and West publications.

## Current Awareness Services

### NEWS

Westlaw, featuring content provided by NewsRoom, provides access to news and business information sources that offer reliable, comprehensive, and current and archival information from the United States and around the world. NewsRoom features Reuters news, with its more than 150-year legacy of providing high-impact global coverage. The world's largest international news agency, Reuters provides unparalleled coverage of business and political news, and each year is the first to report on hundreds of key breaking stories across the globe.

### NEWS AND BUSINESS SOURCES

NewsRoom on Westlaw provides access to nearly 6,100 information sources from more than 156 countries. The news sources include:

- **Thomson Reuters News**— Reuters, *Thomson Reuters Regulatory Intelligence*.
- **Newspapers**—More than 3,800 from around the world.
- **U.S. Newspapers**—More than 2,300 full-text U.S. newspapers, including *Boston Globe*, *Chicago Tribune*, *Christian Science Monitor*, *Houston Chronicle*, *Los Angeles Times*, *Miami Herald*, *Washington Post*, and *USA Today*.
- **International Newspapers**—Including *El Pais*, *The Globe and Mail*, *The Guardian*, *National Post*, *Reforma*, *South China Morning Post*, and *The Times of India*.
- **Wires**—Including Associated Press, BBC Monitoring Services, Business Wire, EFE, GlobeNewswire, States News Service, and UPI NewsTrack.
- **BLOGS** – Including *3 Geeks and a Law*, *24/7 Wall St*, *FutureLawyer*, *JD Supra*, and Robert Ambrogi's *LawSites*.
- **News Magazines**—Including *The Atlantic*, *The Economist*, *Newsweek*, *The New Yorker*, *U.S. News & World Report*, and *The Week*.

- **Television and Radio Transcripts**—Including ABC, BBC, CNN, Fox, and MSNBC.
- **Financial News**—Including *Acquisitions Daily*, *Inside US Trade's Daily Report*, *Investor's Business Daily*, *Euromoney*, and *Lloyd's Corporate Litigation Reporter*.
- **Business and Industry Publications**—Including *American Banker*, *American City & County*, *American City Business Journals*, *Bond Buyer*, *Crain's*, *Forbes*, *Inside CMS*, *Insurance Journal*, *Journal of Commerce*, and *TR Daily*.

NewsRoom resources are updated throughout the day as information is received from the publishers. Additionally, newswires provide near real-time coverage of top stories as they break.

For a complete list of NewsRoom sources, visit [newsroom.tr.com](https://newsroom.tr.com).

## NEWS AND BUSINESS SEARCH FEATURES

Westlaw offers many features that help users quickly retrieve, evaluate, and refine their search results, including the following:

- **Default Sort Order**—Results are returned by date with the option to sort by relevance, if desired.
- **Search by Word-Count**—Users can limit new searches by document word-count.
- **Case Sensitive Searching**—Users can search for terms appearing in all capital letters, partial capital letters, or no capital letters.
- **SmartTerms**—This proprietary indexing allows users to easily narrow search by subject, industry, or geographic region.
- **Specifying Term Frequency**—Users can specify the number of times that a term must appear in a document for that document to be included in search results. This technique is especially useful when searching resources that contain information from a variety of publications or when the search terms associated with the issue are relatively common or can be used in a variety of contexts.
- **Advanced Search**—Users can use Boolean Terms and Connectors to refine their searches to exact terms.
- **Identify Duplicate Documents**—Users can expose and identify duplicate documents in their search result.
- **Document Type Exclusion**—Users can exclude Obituaries, Personal Announcements, Sports, and Routine Market/Financial Data from their search.

## WESTLAW TODAY

Westlaw Today is the premiere legal news and current awareness offering with exclusive news and analysis from Reuters, bringing together our best-in-class legal content and award-winning journalism. Westlaw Today provides you with:

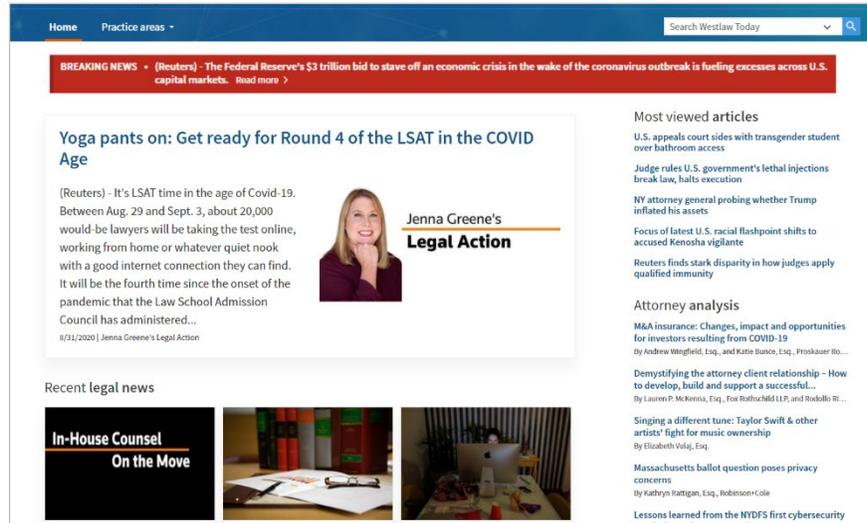
- Exclusive news and analysis from Reuters with 150 years of journalistic expertise.
- Full access to all areas of coverage monitored by our team of attorneys and legal editors.
- Editorially curated alerts to get breaking news, follow your practice area, and track companies.

Westlaw Today provides a matter-of-fact approach to news with content from a variety of sources, including articles from Wolters Kluwer, practitioner-authored attorney insights, and more. No other provider has the same analysis and expert sources, including:

- Practical Law legal practice area updates
- Daily Briefings written by Westlaw attorneys and subject matter experts
- Columnists Alison Frankel, Jenna Greene, and Hassan Kanu.

Our editorial teams consist of dedicated attorneys and legal editors who monitor each practice area. With this level of insight, you can trust your news is accurate and timely.

**WESTLAW TODAY HOMEPAGE**



The screenshot shows the Westlaw Today homepage with a dark blue navigation bar containing 'Home' and 'Practice areas'. A search bar is on the right. A red banner at the top highlights breaking news about the Federal Reserve's \$3 trillion bid. The main content area features a featured article by Jenna Greene titled 'Yoga pants on: Get ready for Round 4 of the LSAT in the COVID Age'. To the right, there is a 'Most viewed articles' section with several headlines, and an 'Attorney analysis' section with more headlines. A 'Recent legal news' section is visible at the bottom left.

On the Westlaw Today homepage, see the top legal news for the day, including breaking news, most viewed articles, trending law firms, trending companies, and more. Select any practice area from the dropdown to get relevant content from a single page.

## NEWS YOU CAN USE

Westlaw Today provides extensive content and analysis across all coverage areas so you can get the information you need to know.

- Select any practice area from the dropdown to get relevant content from a single page.
- Know what content matters most to your peers with the most viewed content analytics.
- Link to the largest collection of cases on Westlaw right from the news story to get additional legal context.

See the latest news at today.westlaw.com or access right from Westlaw. Never miss an update with customizable alerts delivered directly to your mobile device or laptop.

- Stay informed and stay ahead with self-selected practice area alerts.
- Get notified with company alerts to track your client or your client's peers.
- Sign up to receive breaking news as it becomes available.

- Receive *The Daily Docket*, a morning briefing with a smart look at the day’s most important legal news.

For research directors or knowledge managers, when Westlaw Today is paired with Alert Management Center on Westlaw, administrators can:

- Create and manage alerts across the enterprise
- Customize alerts for different practice groups within the firm or organization.

## Related Documents

Westlaw significantly improves the thoroughness and accuracy of online legal research by searching “behind the scenes” to present related information throughout a research session. When viewing the search results for a specific content category (e.g., cases), the most relevant documents from secondary sources, briefs, and other resources are shown at the bottom of a search result page in Westlaw Edge.

Westlaw’s search engine identifies the significant issues within the document being viewed and then captures additional results that are relevant to that issue. This makes it easy to probe more deeply into a specific issue identified from one of the on-point documents. Some of the key factors that assist in this powerful search tool are the key numbers and specific noun phrases in the document, documents cited within the document, and all citing references for the document.

# PeopleMap Premier and Company Investigator

PeopleMap Premier and Company Investigator provides researchers with access to public records, including people locator resources; assets; adverse filings; licenses and registrations; and business and corporate records, as well as notifications when any changes occur related to your person or business of interest.

## PeopleMap Premier

When you're conducting a public records search, you're usually looking to do more than locate or identify a subject. You're also looking to find assets, relationships, and other information to help connect the dots and give you the complete picture. Because PeopleMap has already made connections between people from billions of public records across the country, we can help deliver what you need quickly and efficiently.

PeopleMap Premier on Westlaw allows you to easily search for and find the person you are looking for, as well as determine specific relationships between your parties of interest; locate witnesses; find assets and connect them to people; and accumulate necessary information for litigation and other legal needs.

PeopleMap Premier provides you with access to all the PeopleMap features, including reports, Graphical Display, Address Map, Risk Flags, Web analytics, and the ability to search and display full-text public records.

## KEY FEATURES

- Gain access to billions of public records – current, real-time, and historical – organized to provide optimal research efficiencies.
- Search on the most relevant fields for locating a person – name, address, Social Security number, date/year of birth, phone number, and email.
- Bring the most pertinent results to the top with filtering and relevancy ranking.
- Create a tailored research experience with customized reports and searching.
- Clearly see connections faster with enhanced interactive and graphical interface.
- View current and historic addresses with Address Map functionality.
- Quickly surface areas of potential risk with Risk Flags.
- Bring together a subject's web and social media activity with Web analytics.

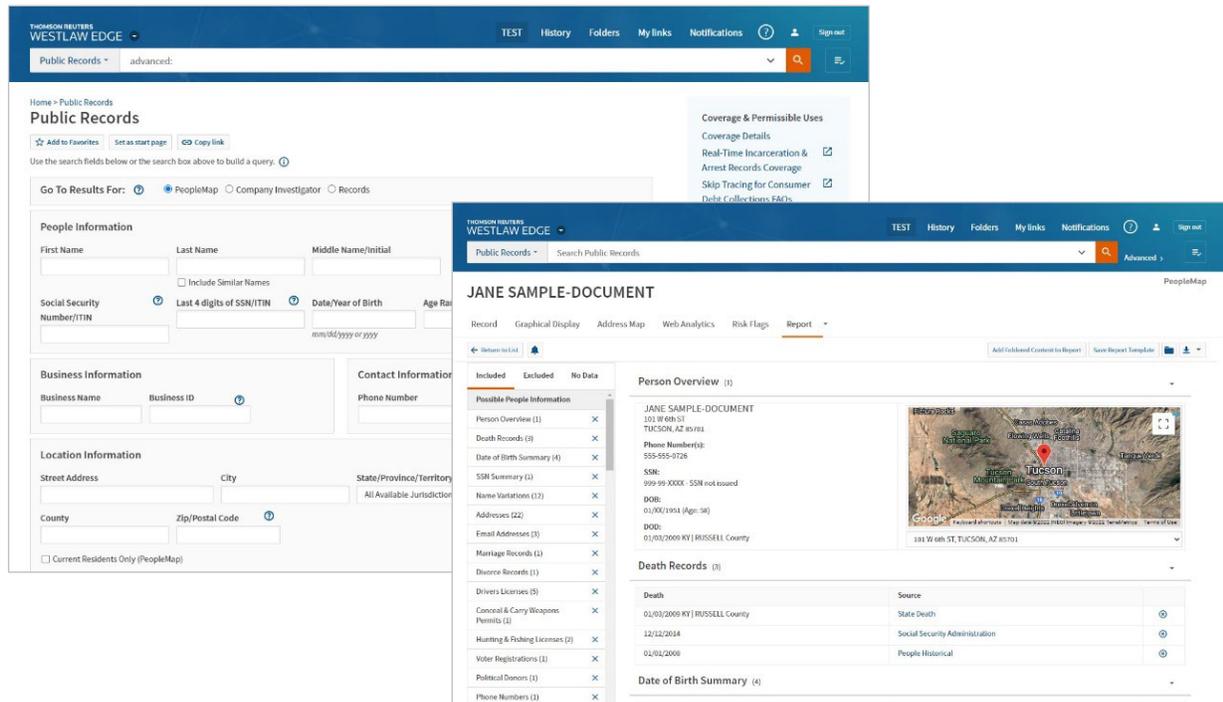
## REPORTS

PeopleMap Reports include all available current and historical information about a person, including assets, adverse information, business and employment relationships, and licenses. Also included in the Report are sections for potential household associations, relatives, and neighbors.

- Pull together all records on your subject, including both current and historical records, as well as real-time Experian Credit Header information.
- Include the information relevant to your case and exclude the information that is not.

- Easily create and save customized reports and templates with drag-and-drop functionality.
- Share findings with colleagues in your office via multiple delivery options (print, download, send to Kindle® or Dropbox™) of individual public records from within the report.

## PEOPLEMAP REPORTS



The screenshot displays the Westlaw Edge interface for PeopleMap. On the left, there are search filters for 'Public Records' with options for 'PeopleMap', 'Company Investigator', and 'Records'. Below these are sections for 'People Information', 'Business Information', and 'Location Information'. The main area shows a report for 'JANE SAMPLE-DOCUMENT' with a 'Person Overview' section containing personal details like SSN, DOB, and addresses. A 'Graphical Display' tab is active, showing a map of Tucson, AZ, with a red pin indicating the location. A table of 'Death Records' is also visible, listing records from 01/03/2009 KY (RUSSELL County) and 12/12/2014.

## GRAPHICAL DISPLAY

PeopleMap makes it easy to find connections with a graphical interface. Choose from a simplified, linear graphical display or an enhanced graphical display. Both provide an interactive view of your search results so you can see—at a glance—the connections associated with an individual. From the Graphical Display tab, you can:

- Click on any of the connections to view more detailed information about them.
- Narrow your search results even further with advanced filtering options.
- Add the graphical view to your report with just a click.
- Click on the record icons to display the full text records or on other entities to switch to their graphical display.

### PEOPLEMAP GRAPHICAL DISPLAY

## ADDRESS MAP

PeopleMap integrates with Google Maps, allowing you to view a subject’s current and former addresses, all on one interactive map. On the Address Map tab, you can:

- Review the list of addresses, which are sorted in reverse chronological order.
- View a map of all of an individual’s known addresses.
- Zoom in on any location or see a Google Street View of the address.
- Easily print the address map or add snapshots of properties to your report.

### PEOPLEMAP ADDRESS MAP

The following content is included in PeopleMap Premier:

## PEOPLE INFORMATION

Westlaw includes records from a variety of sources that researchers can use to search for people by name, address, social security number, date of birth, or phone number. This content can help users locate potential parties and witnesses and verify addresses and social security numbers. People Information content features easy-to-use search templates, though users can also search with Terms and Connectors as an alternative. Required search terms vary by content, as does the type of information contained in a particular record.

- Address Historical
- Bank Account Header Records
- Canadian White Pages
- Conceal & Carry Weapons Permits
- Death Records
- Divorce Records
- Driver's Licenses
- Email Records
- Equifax Credit Header Records
- Experian Credit Header Records
- Household Records
- Hunting and Fishing Permit Information
- Marriage Records
- New Movers
- Obituary Abstracts
- People Historical
- Phone Records Basic
- Phone Records Plus
- Political Donor Information
- TransUnion PeopleFind Records (Non-GLB)
- Voter Registration Records

## ASSET INFORMATION

Asset records on Westlaw include tax assessor and real property records, motor vehicle records, aircraft records, and boat records. An Assets Template is available that allows researchers to search the combined asset content at one time.

- Aircraft Records
- Boat Registrations
- Motor Vehicle Registrations
- Motor Vehicle Service & Warranty Records
- Real-Time Motor Vehicles
- Real Property Pre-Foreclosure Records
- Real Property Tax Assessor Records
- Real Property Transactions
- Unclaimed Property
- Watercraft Records

## ADVERSE INFORMATION

Adverse records on Westlaw include records of lawsuit filings, bankruptcy filings, and UCC, lien, and judgment filings. An Adverse Template is available that allows researchers to search the combined adverse content at one time.

- Arrest Records
- Bankruptcy Filings
- Criminal & Infraction Records
- Global Sanctions
- Healthcare Sanctions
- Lawsuits
- Liens & Judgments
- OFAC Records
- UCC Records
- Unlawful Detainers

## BUSINESS INFORMATION

Westlaw provides access to business and corporate information such as corporate records, business registration records, and professional licenses. A Business Template is available that allows researchers to search the combined business content at one time.

- Business Contact Records
- Business Finder -- United States and Canada
- Business Profiles
- Corporate Records & Business Registrations
- D&B® Executive Affiliations
- D&B® Executive Biographies
- D&B® Market Identifiers (DMI)
- D&B® WorldBase
- FEIN Records
- Fictitious Business Names
- Healthcare Licenses
- Insider Stock Transactions
- Marijuana-Related Business Records
- National Provider Identifier (NPI Registry)
- Professional Licenses
- Work Affiliations

## ADDITIONAL CONTENT AND FEATURES AVAILABLE IN PEOPLEMAP REPORTS

- Addresses Summary
- Associate Analytics Chart
- Business Associations
- Date of Birth Summary
- Dockets
- Household Records
- Name Variations
- Neighbors of Current & Previous Addresses
- Other Address Associations
- People Associations
- Person Overview
- Phone Number Summary
- Relatives Analysis
- Risk Flags Analysis
- SSN Summary

## Company Investigator

Company Investigator on Westlaw consolidates a wealth of business data to eliminate hours of research while helping you make informed decisions. Whether you need to access corporate filings, corporate family tree structures, relationships among corporate entities, or adverse records, Company Investigator offers a full suite of business solutions, so you can get the job done quicker.

Company Investigator highlights include the following:

- **Legal Parent Identifier**—Clearly zero in on parent companies or headquarter locations when running a company search.
- **Expansive Search Coverage**—Search against more than 422 million U.S. and international entities, including global companies, subsidiaries, branches, divisions, and extensive coverage of private companies and sole proprietorships.
- **Expanded Search Functionality**—Search by company name, address, phone number, jurisdiction of incorporation; identifiers such as tax ID number, ticker symbol, and CIK; industry code (NAICS and SIC); and by officers, directors, and agents.

- **Flexible Alerts Functionality**—Set up notifications on companies covering a wide range of business categories.
- **Risk Flags**—Quickly see indicators of material issues that can be investigated further.
- **Interactive Family Tree View**—Access a dynamic graphical view of company affiliations, with the ability to search the tree, expand and contract levels, and follow links to information on any of the connected entities; print, email, or download the family tree data.
- **Private Company Information**—Access hard-to-find information on more than 395 million private companies.
- **Customizable company reports**—Easily compile a single, comprehensive report and customize it for your investigation, including dockets, cases, public records, financial information, securities filings, real property records, bankruptcy filings, criminal records, and much more.

Company Investigator reports include:

- Aircraft Records
- Arrest Records
- Associate Analytics Chart
- Bankruptcy Records
- Business Contact Records
- Business Finder Records
- Business Profile
- Business Overview
- Company Fundamentals
- Corporate & Business Registrations
- Criminal Records
- D&B Records (DMI, Worldbase, Executive Affiliations, Executive Biographies)
- Dockets
- Federal Case Law
- FEIN Records
- Fictitious Business Name Records
- Financial Advisors
- Global Sanctions
- Healthcare Sanctions
- Legal Advisors
- Liens & Judgements
- Marijuana-Related Business Records
- Material Agreements from SEC Filings
- Mergers and Acquisitions Transactions
- Money Service Business Records
- NPI Records
- News
- OFAC Records
- People/Businesses with same Address/Phone
- Phone Number Summary
- Professional Licenses
- Quick Analysis Flags
- Real Property Records (Transactions, Tax Assessor Records, Pre-Foreclosure Records)
- Registrations and Prospectuses Transactions
- SEC Filings Lists
- SEC Filings Text Excerpts
- SEC No-Action Letters
- SEC Staff Review Letters
- SEDAR Filings
- State Case Law
- Subsidiaries Disclosed in SEC Filings
- UCC Filings
- Watercraft Records

## Real Property Reports

The Real Property Reports library provides property information including comparable values, valuations, detailed descriptions, and ownership. The reports are available for 46 states and the District of Columbia. Users can also access parcel maps, which are available for selected counties in all 50 states and the District of Columbia. Coverage for each specific Report below varies by state and county.

- **Legal and Vesting Report**—Details the legal recorded ownership and property vesting of the subject property; includes property information, abstracted legal description, ownership, tax information, and transaction history.
- **ValuePoint 4 Report**—Includes the estimated property value of the ValuePoint4 Automated Valuation Model (AVM).
- **Property Detail Report**—Describes the property with details such as address, physical characteristics of the property, owner name, sales information, site information, and tax information.
- **Real Property Comparable Sales Report**—Contains information for comparable properties that have sold near the subject property including property description, sales price, tax information, and owner information.
- **Real Property Comprehensive Report**—Contains elements from the Real Property Detail Report, Real Property ValuePoint4 Report, Real Property Comparable Sales Report, and the Real Property Legal & Vesting Report where coverage is available.
- **Parcel Maps**—Includes images of Real Property Parcel Maps accessed via a gateway connection. Available for selected counties in all 50 states and the District of Columbia.

# Included Features and Services

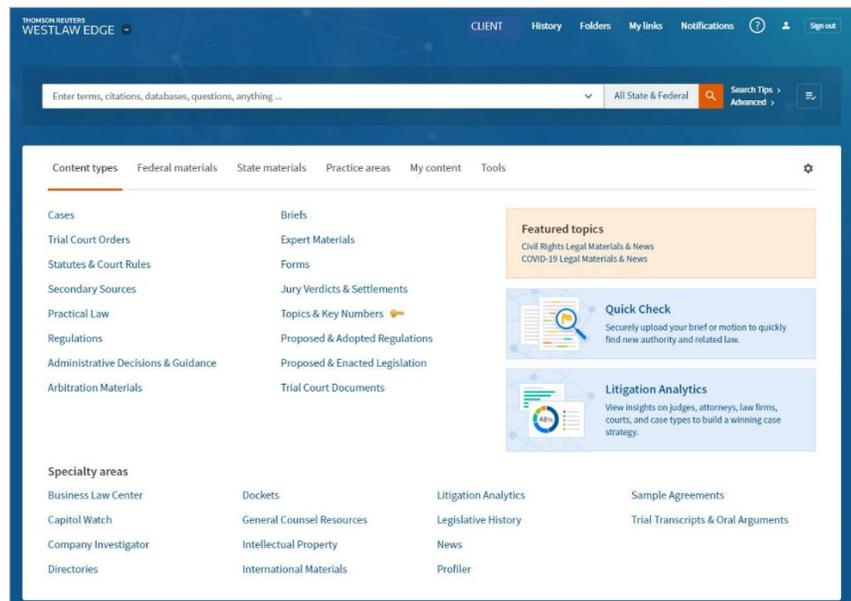
## Westlaw Platform

Westlaw provides legal researchers with access to exclusive resources, proprietary tools, and technology no other research provider can offer.

- **Authoritative content**—With the most trusted primary law resources and leading analytical titles cited most often in court—all in one place and always available—researchers have access to all the relevant information they need to answer a legal question.
- **Attorney editor enhancements**—For more than a century, our attorney editors have been analyzing, summarizing, and classifying the law. By developing proprietary innovations like the West Key Number System, KeyCite, headnotes, and Notes of Decisions, we make the content better organized and connected so it’s easier for researchers to find accurate answers quickly.
- **Industry-defining technology**—Our research innovations, such as WestSearch, an award-winning mobile app, Folder Analysis, Research Recommendations, Search Suggestions, and Graphical Statutes connect content and our proprietary analysis of the law in unparalleled ways so legal professionals can conduct research faster and with more accuracy. Advanced, yet intuitive, easy-to-use functionality helps researchers be more efficient.
- **Best-in-class legal expertise**—With our long history of expertise and award-winning innovation in the industry, Westlaw is the gold standard of legal research, consistently preferred over all other legal research systems, year after year.

With Westlaw, researching is more complete, accurate, and faster.

**WESTLAW EDGE HOMEPAGE**



The header at the top of the page is available from any Westlaw Edge page. It includes the search box that lets users enter searches and more. Researchers can easily access previous research and change client IDs to reflect their current research activity. Researchers can also quickly access their research in folders and favorites. In addition to using the search box, researchers can also browse to specific content types and specialty areas.

# Searching

WestSearch, a search engine designed specifically for legal research, incorporates more than a century of proprietary analysis of the law and exclusive tools such as the West Key Number System, KeyCite, headnotes, notes of decisions, indexes, and secondary sources to deliver documents relevant to a search query.

WestSearch provides easy-to-use features, including the following:

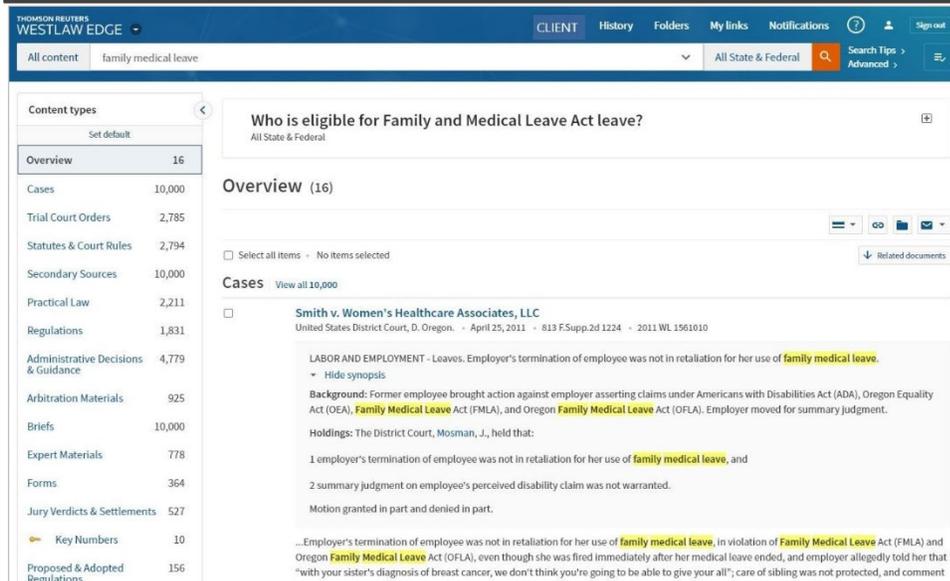
- **Language**—WestSearch addresses the legal research challenges of language variety and language commonality. Leveraging Westlaw’s proprietary editorial enhancements, WestSearch delivers relevant documents even when the legal term of art that is used to describe the particular legal concept, fact pattern, or issue in a jurisdiction is not known (language variety). WestSearch also helps researchers get relevant results even when the search contains common language (language commonality) by identifying legal issues, following connections between documents, and returning highly relevant documents—even if they use phrasing different from the query. No other search engine can do this as well without the editorial enhancements on Westlaw.
- **Research Recommendations**—Westlaw makes recommendations by analyzing the documents a user interacts with in a single research session. Recommendations include additional relevant cases, statutes, secondary sources, and key numbers.
- **Snapshots**—Users can access basic information on legal professionals (i.e., attorneys, judges, and experts), companies, and popular statutes.
- **Best Portion**—Westlaw provides a navigation tool when running a plain language search that identifies the “best” portion in up to four sections in a document. Researchers use Best Portion as a guide to determine the relevancy of a document.
- **Search Box**—The multi-functional search box at the top of every Westlaw page recognizes plain language, Terms and Connectors, citations, KeyCite commands, party names, and category page names. Researchers simply type their legal issue in the search box and select a jurisdiction. WestSearch delivers relevant results even if they don’t include the search terms entered in the search box.

A search on Westlaw searches all of the content included in Westlaw’s 16 categories of core content:

- |   |                                     |
|---|-------------------------------------|
| ▪ Administrative Decisions and Guidance | ▪ Pleadings, Motions, and Memoranda |
| ▪ Arbitration Materials                 | ▪ Practical Law                     |
| ▪ Briefs                                | ▪ Proposed and Adopted Regulations  |
| ▪ Cases                                 | ▪ Proposed and Enacted Legislation  |
| ▪ Expert Materials                      | ▪ Regulations                       |
| ▪ Forms                                 | ▪ Secondary Sources                 |
| ▪ Key Numbers                           | ▪ Statutes and Court Rules          |
| ▪ Jury Verdicts and Settlements         | ▪ Trial Court Orders                |

Westlaw also provides access to public records, dockets (including searchable Docket PDFs), news, business and company information, sample agreements, legislative history, trial and oral argument transcripts, patents, international materials, and directories.

## SEARCH RESULTS VIEW – WESTLAW EDGE



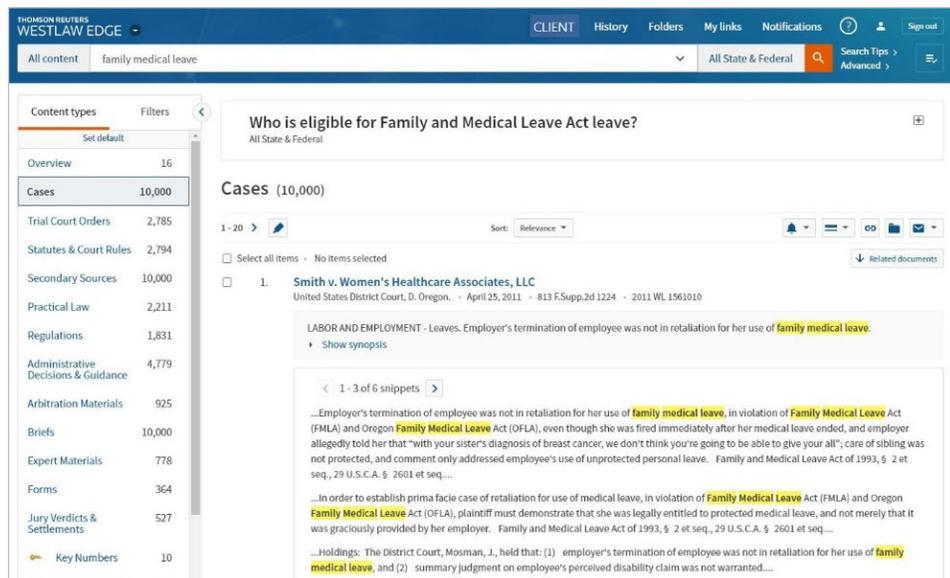
The screenshot shows the search results for "Who is eligible for Family and Medical Leave Act leave?". The left column displays content types with counts: Overview (16), Cases (10,000), Trial Court Orders (2,785), Statutes & Court Rules (2,794), Secondary Sources (10,000), Practical Law (2,211), Regulations (1,831), Administrative Decisions & Guidance (4,779), Arbitration Materials (925), Briefs (10,000), Expert Materials (778), Forms (364), Jury Verdicts & Settlements (527), Key Numbers (10), and Proposed & Adopted Regulations (156). The main display shows the "Overview (16)" view for the selected case, "Smith v. Women's Healthcare Associates, LLC".

The **left column** provides search results and the number of documents for each of the core content categories from the jurisdiction selected. Click a category to drill down. The **main display** provides answers to common questions related to the search and shows the most relevant documents for the core content categories (e.g., Cases). A quick link lets you see related documents that can supplement your research. Highlighted search terms help you evaluate the relevance of the document.

## Exploring Search Results

The left column of a search result provides the results for each of the content categories from the jurisdiction selected. Researchers can drill down further into a category by clicking it.

## EXPLORING SEARCH RESULTS – WESTLAW EDGE



The screenshot shows the search results for "Who is eligible for Family and Medical Leave Act leave?". The left column displays content types with counts: Overview (16), **Cases (10,000)**, Trial Court Orders (2,785), Statutes & Court Rules (2,794), Secondary Sources (10,000), Practical Law (2,211), Regulations (1,831), Administrative Decisions & Guidance (4,779), Arbitration Materials (925), Briefs (10,000), Expert Materials (778), Forms (364), Jury Verdicts & Settlements (527), Key Numbers (10), and Proposed & Adopted Regulations (156). The main display shows the "Cases (10,000)" view for the selected case, "Smith v. Women's Healthcare Associates, LLC".

Click the **Cases** category in the left column to show just the results list for cases. The **display** lists the cases along with the case summary and highlighted terms in context. By default, cases are sorted by relevance, but you can also sort by other factors such as date. A quick link lets you see related documents that can supplement your research.

## Viewing and Navigating Search Results

Westlaw lets researchers easily customize the type of information presented to them, including how much information is presented on the results page. Documents on Westlaw are presented in a full-page format. The addition of white space dramatically increases readability.

## VIEWING AND NAVIGATING SEARCH RESULTS – WESTLAW EDGE

The screenshot displays a search result for the case **Hudson v. Tyson Fresh Meats, Inc.** in the United States Court of Appeals, Eighth Circuit. The document is titled **Delbert E. HUDSON, Plaintiff-Appellant v. TYSON FRESH MEATS, INC., Defendant-Appellee**. The synopsis states: "Background: Employee brought wrongful termination action against his employer, claiming that the employer interfered with employee's Family Medical Leave Act (FMLA) rights and retaliated against him for taking FMLA leave. The United States District Court for the Northern District of Iowa, Linda R. Reade, Chief Judge, 2014 WL 789147, granted summary judgment to employer, and denied employee's motions to alter or amend the judgment and for relief from judgment, 2014 WL 1318385. Employee appealed." The interface includes navigation tabs for Document, Filings (15), Negative Treatment (0), History (5), Citing References (98), and Table of Authorities. A navigation carousel at the top shows 6 of 10,000 results.

The **tabs** provide easy access to information related to the document, such as filings and KeyCite citator information, including litigation history, negative treatments, and citing references. The **tool bar** simplifies navigation within results. You can easily move between and within documents. The **Full Screen Mode** icon lets you see the document in an easy-to-read, full-screen format.

With the navigation carousel, researchers can navigate all search term snippets or Select Highlighting terms without leaving the results.

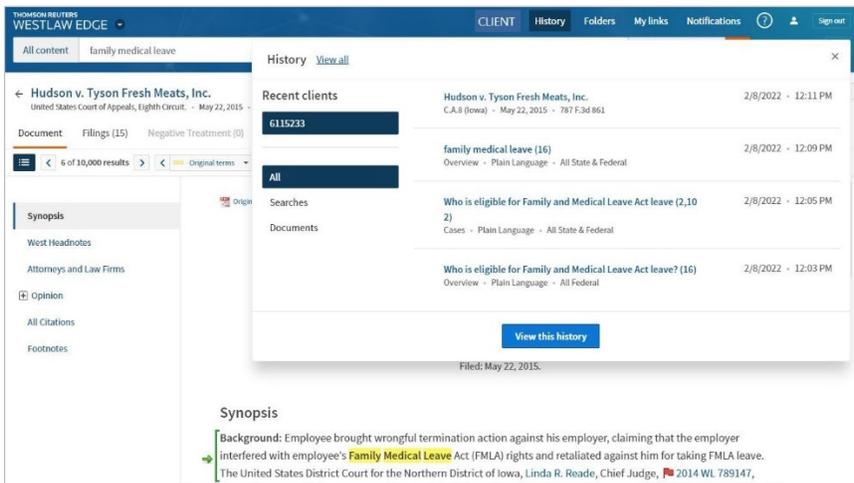
## NAVIGATING SEARCH RESULTS – WESTLAW EDGE

The screenshot displays a search result for the case **Da Silva v. WakeMed** in the Supreme Court of North Carolina. The synopsis states: "HEALTH — **Experts**. Internist could offer **expert testimony** on standard of care against "hospitalists," that is physicians who specialized in internal medicine in hospital setting. ...Under existing North Carolina law regarding **proximate cause**, Dr. Genecin's testimony did not establish a material issue of fact regarding, or amount to sufficient evidence of, **proximate cause**, and the trial court's grant of summary judgment was appropriate. ...Dr. Genecin also offered plaintiff's only evidence on the issue of whether the hospitalists' administering of **Levaquin proximately caused** Pierce's tendon rupture. ...Appellate court would review de novo whether trial court erred as matter of law by misinterpreting and misapplying rule, governing **expert testimony**, and disqualifying internist as expert in patient's estate's **medical malpractice** action against hospital, alleging that elderly patient's treating physicians, who were "hospitalists," that is physicians who specialized in internal medicine in a hospital setting and cared for hospitalized patients, were negligent in prescribing **antibiotic**..." The interface includes a content types sidebar on the left and a navigation carousel at the top showing 7-9 of 102 snippets.

Use the **carousel** to navigate search term snippets from the document in both Boolean and Terms and Connectors query results. **Navigation carousel** is also available in Search within results. **Choose up to five Select Highlighting terms** to generate new snippets, and search results display new snippets generated only by chosen Select Highlighting terms.

Westlaw enables you to work smarter and faster with intuitive analytical and organizational tools.

### ANALYTICAL AND ORGANIZATIONAL TOOLS – WESTLAW EDGE



**Research History** gives you quick access to your previous work up to one year later.

**Research Folders** allow you to drag-and-drop key documents and text snippets into folders, which you can share with team members across the office or across the country—in real time.

**Annotation Tools** let you highlight text online and add a note to a document or snippet of highlighted text for later reference.

## WestSearch Plus

WestSearch Plus uses AI to guide users to answers to legal questions faster. The innovative legal search engine uses machine learning, natural language processing, citation networks, and our exclusive West Key Number System to return the relevant documents researchers are seeking and quickly leads users to answers to thousands of types of legal questions.

### WESTLAW EDGE - WESTSEARCH PLUS



Get the information you need faster—As you enter your legal query, predictive type-ahead serves up the most relevant Search Suggestions for a more focused result.

Superior predictive research suggestions across thousands of legal topics delivers authoritative answers faster. Predictive type-ahead leverages AI to reveal relevant queries in the search box. Select a suggested query for the most relevant text without needing to scan the entire results list. Filter results by selecting a specific content type, such as cases, statutes, regulations, and secondary sources.

# KeyCite Citator Service

KeyCite is our online citation research service. It is a full-service citator that helps users trace the history of a case, statute, patent, trademark, administrative decision, or regulation to determine whether it is still good law or whether a patent or trademark is still valid. KeyCite also retrieves citing references, which include cases, statutes, regulations, practical law, court documents, administrative materials, and secondary sources. KeyCite is also a case finder. KeyCite integrates editorially enhanced case law, the full text of headnotes, notes of decision, and topic and key numbers to provide maximum case-finding power. Search results can be limited using the topic and key number, the master classification system of U.S. law.

- **KeyCite is accurate**—All cases added to KeyCite undergo rigorous editorial analysis. Experienced, highly trained KeyCite Analysts analyze all case history and negative references and describe the direct history in terms used by the citing court in its opinion, not arcane editorial codes. Attorney editors then verify all direct history for published decisions and add negative indirect history.
- **KeyCite is comprehensive**—KeyCite is available for cases, statutes, regulations, patents, trademarks, and a vast collection of secondary sources and administrative material.
- **KeyCite is current**—The same day a Reported case appears on Westlaw, it is represented in KeyCite. Direct history, which traces a case through the appellate process and includes prior and subsequent history, is added to KeyCite within 24 hours of a reported opinion loaded to Westlaw and within 48 hours of an unreported opinion loaded to Westlaw. Overrulings and abrogations that are not in the direct appellate chain of Supreme Court and high priority court cases are identified by attorney editors and generally added to KeyCite within 24 hours of receipt of a case. Other indirect history for U.S. Supreme Court decisions is generally added within 24 hours of receipt and within a few days for Federal Court of Appeals and state high court decisions. Lower courts may take longer.
- **KeyCite is easy to use**—KeyCite uses visual elements to help users identify and evaluate information.

Status Flags—A KeyCite status flag indicates that information for a document is available in KeyCite.	
	<b>Overruling Risk:</b> Indicates that a document may no longer be good for at least one point of law based on its reliance on an overruled or otherwise invalid prior decision.
	<b>Case Law:</b> Warns that a case/administrative decision is no longer good law for at least one of the points it contains.
	<b>Statutes:</b> Warns that a statute/regulation has been amended, repealed, or superseded, or that it has been found to be unconstitutional/preempted.
	<b>Case Law:</b> A red-striped flag indicates a case is no longer good for at least one identified point of law. (Overruled in Part is available only in Westlaw Precision.)
	<b>Case Law:</b> Warns that a case/administrative decision has negative history, but that it hasn't been reversed or overruled.
	<b>Statutes:</b> Warns that a statute/regulation was renumbered or transferred, had its validity called into doubt, or is affected by pending legislation.
	<b>Case Law:</b> Warns that a case has been appealed to the U.S. Court of Appeals or the U.S. Supreme Court (excluding appeals originating from agencies).

**Depth of Treatment Bar**—KeyCite uses the depth of treatment bar to reveal how one case discusses another.

-  **Examined:** The citing case contains an extended discussion of the cited case, usually more than a printed page of text.
-  **Discussed:** The citing case contains a substantial discussion of the cited case, usually more than a paragraph but less than a printed page.
-  **Cited:** The citing case contains a discussion of the cited case, usually less than a paragraph.
-  **Mentioned:** The citing case contains a brief reference to the cited case, usually in a string citation.

**Quotation Marks**—KeyCite uses quotation marks to show where one case quotes another. Users can jump to the quoted text within the citing reference.

1. Brief of Plaintiff-Appellee [¶¶](#)  
 UNITED STATES OF AMERICA, Plaintiff-Appellee, v. Armando AMIEVA-RODRIGUEZ,  
 Defendant-Appellant.

## KeyCite Coverage

KeyCite information is available for state and federal cases, including every case in West’s National Reporter System and many unpublished cases; federal statutes and regulations; state statutes, regulations, and administrative codes from all 50 states; patents and trademarks issued by the U.S. Patent and Trademark Office; *American Law Reports* (ALR) annotations; law review articles; and administrative decisions of selected state and federal agencies.

## Direct Case History and Status—Graphical View

KeyCite provides comprehensive case history, showing the complete appellate history of a case and its final disposition on appeal. With KeyCite, users can display the direct history of a case, which traces the case through the appellate process, in an easy-to-read graphical view. With the graphical view of direct history, every reversal, rehearing, reconsideration, denial of certiorari, or other action in a case is placed in context. As a result, the graphical view can save users valuable time when they are checking the procedural history of a case.

## KEYCITE DIRECT HISTORY (GRAPHICAL VIEW)

The case you are checking in KeyCite is clearly marked. Click the case name to view the full text of the case. Click Granting Certiorari to view the full text of the case granting certiorari. Navigate to other useful information, such as negative history or all citing references.

## WESTLAW ADVANTAGE—Graphical KeyCite

Graphical KeyCite allows you to see a “picture” of the direct history of a case, so you can quickly determine how a case has moved through the court system. It is simply the fastest way to understand the direct history of a case. Everything you need to see is on one, easy-to-read display, so you save the time it takes to scroll through text.

**A picture is worth a thousand words.**

- Graphical KeyCite visually depicts how a case has moved through the court system; lowest courts are at the bottom and highest court at the top.
- Case opinions and court documents are linked directly to Westlaw; just click a case or court document link, view it, and click right back to the graphical view.
- Graphical KeyCite clearly labels the original case. A case's citation, title, jurisdiction, date, and history treatments are displayed in each case box.
- For a closer look at a procedural box, just point to it and the case title and cite information is displayed.

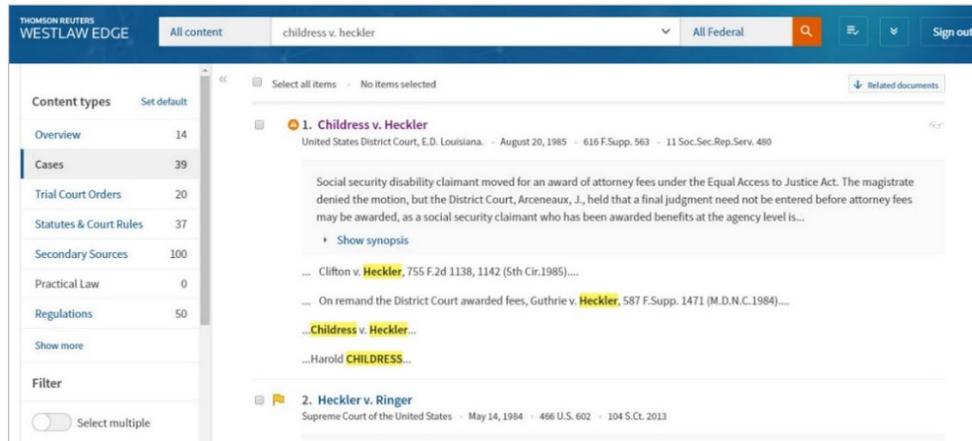
## KeyCite Alert

KeyCite Alert helps users stay current on their research by monitoring the status of KeyCite information for cases, statutes, patents, trademarks, administrative decisions, regulations, and law reviews. KeyCite Alert automatically sends notices when the information in KeyCite changes. Users can specify how often they want KeyCite Alert to check for new information (e.g., daily, weekly, monthly), as well as how the updates are to be delivered (e.g., Word document, PDF, In-line HTML).

## KeyCite Overruling Risk

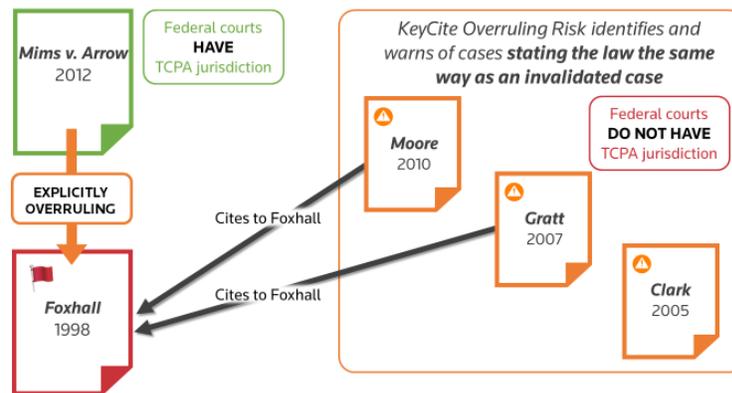
Quickly ensure your users are citing good law. KeyCite Overruling Risk cautions users when a point of law in their case has been *implicitly* undermined based on its reliance on an explicitly invalidated prior decision. From the Negative Treatment tab, see links to cases that may have caused the Overruling Risk icon to appear, as well as cases they expressly overruled or abrogated.

WESTLAW EDGE - KEYCITE OVERRULING RISK



Trust that you're citing good law—The orange Overruling Risk warning calls attention to cases within the results list and from atop the document.

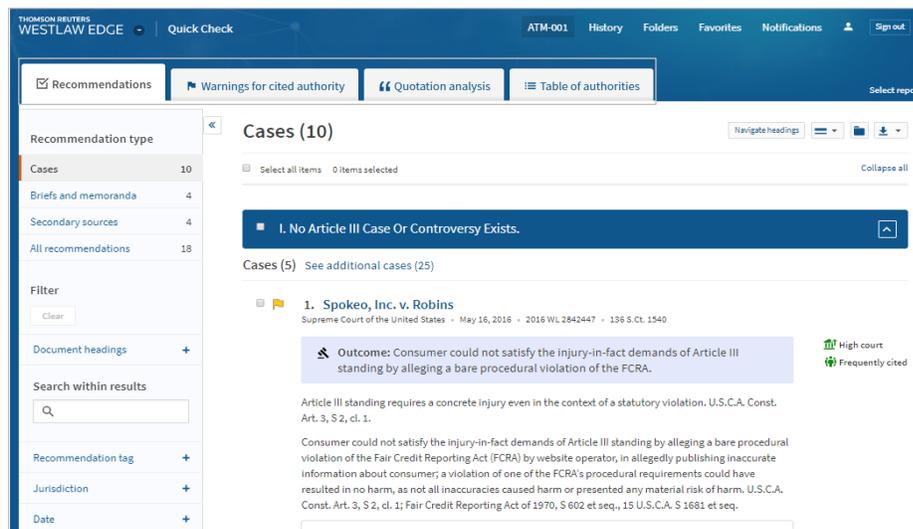
Know the current state of the law with artificial intelligence that automatically evaluates the risk that a case cites an implicitly overruled point of law. Legal professionals will be more confident in their research with keen insight into how the current state of law impacts their case.



## Quick Check

Quick Check quickly reviews user's motions, briefs, or other legal documents to find highly relevant authority, secondary sources, and other related briefs and memoranda to ensure customers find what they may otherwise miss in traditional legal research. Plus, KeyCite is fully integrated to provide the information you need to verify the cases you cite are still good law.

Quick Check leverages advanced AI to examine the text, citations, and structure of an uploaded document to detect the legal issues covered. It then identifies recommendations highly relevant to the issues in the input document, but not otherwise cited. Often, you may see indicators for a specific recommendation, such as from a high court, cited frequently, and decided within the last two years. Quick Check also can process documents without citations, such as pleadings, draft briefs, and emails from opposing counsel, allowing researchers to more easily get focused caselaw recommendations.

**WESTLAW EDGE - QUICK CHECK**


Discover a new level of confidence—feel confident you have found the strongest, most relevant authority for your argument.

With Quick Check, review whether an opponent has cited an invalidated, overturned, or abrogated case and quickly see if the point of law impacted is at issue in your matter. Use the omitted authority tab to find cases highly relevant to the issues in your opponent’s document but they chose not to cite.

Quotation Analysis provides an at-a-glance report that displays a side-by-side comparison highlighting missing, added, or changed language between case quotes in an uploaded document and cited case language. The report also offers crucial content around the quotes for easily seeing when quotes have been taken too much out of context and allows users to jump into the quoted cases to see additional context. Secondary Sources and Administrative Decisions & Guidance content types within Quick Check provide a robust view of uploaded documents within the Table of Authorities and Quotation Analysis, an exclusive feature. You also can filter on these content types in Quotation Analysis.

With Quick Check Judicial, you can analyze multiple filings from a single matter. Upload up to six documents and receive an easy-to-review report to compare the citations relied upon by each party. Uncover relevant authority that was omitted and quickly verify the accuracy of quotations and citations.

## Other Citator Features and Services

In addition to KeyCite, the following citator features and services are available in Drafting Assistant:

- **WestCheck**—WestCheck is our citation-checking service on the web. In addition to verifying the accuracy of citations, WestCheck lets users retrieve KeyCite results, Table of Authorities results, and even Westlaw documents in full-text form. WestCheck can extract and verify state and federal statutes, state and federal court rules, state and federal regulations, select administrative decisions, select treatises, law reviews, and patents.
- **Cited Decisions**—The Cited Decisions service in WestCheck lists the cases cited by a case. It is a useful tool for finding hidden weaknesses in a case because it not only lists the cases on which the case relies, but also shows whether those cases have significant negative history.

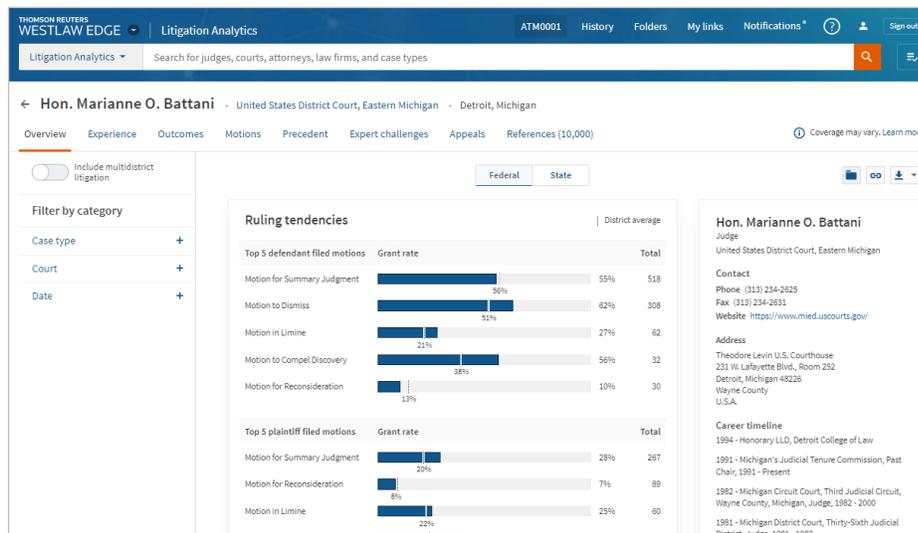
# Additional Research Capabilities

In addition to the features and services described above, Westlaw includes additional capabilities to further assist users in their legal research sessions.

## Litigation Analytics

Integrated Litigation Analytics enables legal professionals to quickly view relevant insights on judges, courts, attorneys, and law firms to help guide the best trial strategy; inform litigation timelines, resource needs, and budgets; and allow for faster, more sophisticated legal research. No other analytics tool has as much data or as many practice areas across both state and federal courts.

### WESTLAW EDGE - LITIGATION ANALYTICS



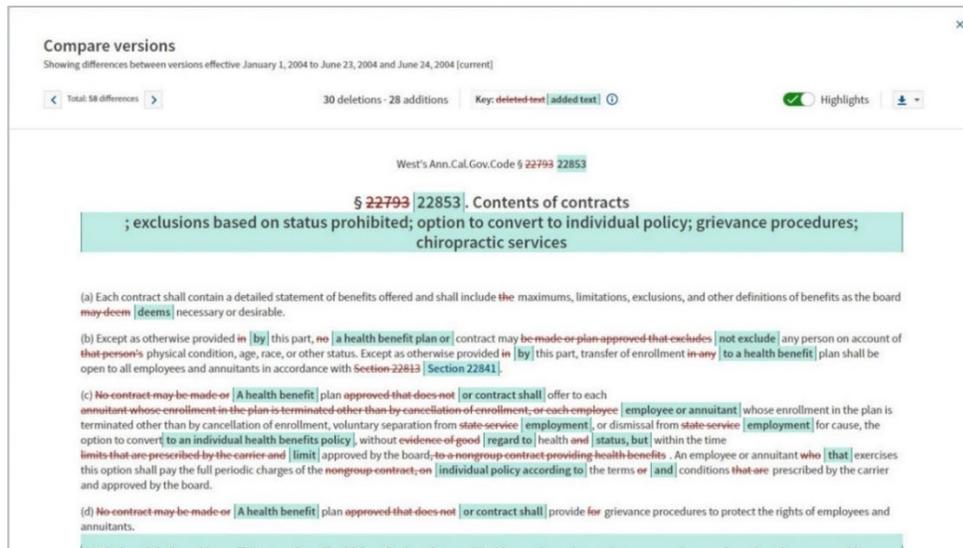
Sharpen your advantage with data-driven insights. Example shown is judge information; data-driven insights are similarly available for courts, attorneys, law firms, and case types.

Litigation Analytics covers dockets for every federal case type except bankruptcy. It also includes 9.3 million federal civil court dockets, more than 4.9 million federal criminal court dockets, and 179 million state court dockets (civil and criminal), plus motion analytics for up to 28 types of federal (and select state) motions. Quickly get up to speed on a prospective matter with granular filtering by motion type, as well as an exclusive "search within" option to enter your own custom filter within a filter. Build the most powerful case strategy and manage client expectations with relevant, timely insights on judges, courts, attorneys, law firms, and case types. State coverage varies by jurisdiction.

## Statutes Compare and Regulations Compare

Statutes Compare and Regulations Compare enable researchers to see statutory or regulatory language changes with just a click of a button and is available for both state and federal statutes, as well as federal and most state regulations. Save time by eliminating the need to go through session laws or the Federal Register to understand how the law has changed and from what authority those changes came. Easily compare the text at the time of your cause of action to the current version to see what has changed.

## WESTLAW EDGE - STATUTES COMPARE AND REGULATIONS COMPARE



Compare versions  
Showing differences between versions effective January 1, 2004 to June 23, 2004 and June 24, 2004 [current]

Total: 58 differences | 30 deletions · 28 additions | Key: ~~deleted text~~ | added text | Highlights

West's Ann. Cal. Gov. Code § ~~22793~~ 22853

**§ ~~22793~~ 22853. Contents of contracts**  
**; exclusions based on status prohibited; option to convert to individual policy; grievance procedures; chiropractic services**

(a) Each contract shall contain a detailed statement of benefits offered and shall include the maximums, limitations, exclusions, and other definitions of benefits as the board ~~may deem~~ **deems** necessary or desirable.

(b) Except as otherwise provided in ~~by~~ **in** this part, no **a health benefit plan or** contract may be made or plan approved that ~~excludes~~ **not exclude** any person on account of ~~that person's~~ physical condition, age, race, or other status. Except as otherwise provided in ~~by~~ **in** this part, transfer of enrollment ~~in any~~ **to a health benefit** plan shall be open to all employees and annuitants in accordance with ~~Section 22813~~ **Section 22841**.

(c) ~~No contract may be made or~~ **A health benefit** plan approved that ~~does not~~ **or contract shall** offer to each ~~annuitant whose enrollment in the plan is terminated other than by cancellation of enrollment, or each employee~~ **employee or annuitant** whose enrollment in the plan is terminated other than by cancellation of enrollment, voluntary separation from state service **employment**, or dismissal from state service **employment** for cause, the option to convert ~~to an individual health benefits policy~~ **without evidence of good** ~~regard to health and~~ **status, but** within the time ~~limits that are prescribed by the carrier and~~ **limit** approved by the board, ~~to a nongroup contract providing health benefits~~ **. An employee or annuitant who** ~~that~~ **exercises** this option shall pay the full periodic charges of the ~~nongroup contract, on~~ **individual policy according to** the terms or ~~and~~ **conditions that are** prescribed by the carrier and approved by the board.

(d) ~~No contract may be made or~~ **A health benefit** plan approved that ~~does not~~ **or contract shall** provide for grievance procedures to protect the rights of employees and annuitants.

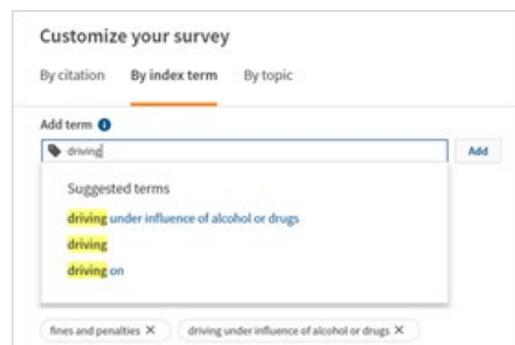
Stay informed of changes in the law—See the text that was deleted from the latest version in red strikethroughs, and text that was added to the latest version in bold with highlights.

Quickly understand how a statute or federal regulation has changed over time. With each change, our attorney editors create new versions of statutes or federal regulations so your users can trust they are comparing the most accurate versions available. Statutes Compare and Regulations Compare lets users easily see the most recent changes to a statute or federal regulation right from the document and allows you to compare any two versions; added text appears in highlighted bold and deleted text in red strikethrough. Statutes Compare provides coverage for all state and federal statutory content across all practice areas. Regulations Compare provides coverage for all federal regulatory content and most state regulations with versions.

## Jurisdictional Surveys

Jurisdictional Surveys allows you to quickly retrieve a customized and relevant compilation of laws across all US jurisdictions to expedite the creation of your survey. The materials you need to build your survey are readily available. Simply start with:

- The citation of the statute you know
- Index terms that describe your topical target
- A predefined topic page



Customize your survey

By citation | **By index term** | By topic

Add term **driving** Add

Suggested terms

- driving under influence of alcohol or drugs
- driving
- driving on

fines and penalties × driving under influence of alcohol or drugs ×

Jurisdictional Surveys provides a simplified search experience optimized for the task of compiling an inventory of related laws on a topic. The result is a curated list of statutory sections that accounts for varying terminology across all jurisdictions. Refine the list of statutory sections as you please and focus on identifying and analyzing statutory variances and similarities.

## WESTLAW EDGE JURISDICTIONAL SURVEYS



Expedite the creation of accurate surveys—Customize your list of statutory sections by adding or excluding terms and filtering down to the jurisdictions of interest.

Jurisdictional Surveys leverages our editorially applied Index taxonomy, allowing you to avoid having to construct the perfect search query. You get a curated list of statutory sections from which you can expand or refine your survey.

## Organizing Research

### FOLDERS

Westlaw allows users to organize and manage their research by storing their documents and text snippets in dedicated folders by issue, client, or topic. Users have complete control of the folders on Westlaw, including the folder name. They can save the document they are viewing with a few mouse clicks, or they can highlight portions of a document and save that selected text to a folder. Users can even use drag-and-drop to add documents to a folder. Folders can be quickly accessed on all pages of Westlaw by clicking the folder icon in the header. This simplifies the effort in returning to previous research.

Folders also provide the following:

- **Folder Analysis**—Westlaw makes suggestions by identifying the legal issues present through automatic analysis of cases and statutes in a folder. Users can view additional recommended cases and statutes, see a visual representation of issues, and navigate documents by issue. Additionally, Westlaw Edge includes recommendations from Secondary Sources.
- **Research Report**—Westlaw assembles professional reports, summarizing research in users' folders. Users can navigate reports with Table of Contents links, display all notations (including shared notes), and edit notes from the summary screen. Reports can be emailed, printed, or downloaded.
- **Quick Access Panel**—Pin your most used folders, documents, or snippets to the top of the folders page. Pinned items are displayed in all folders and subfolders to make accessing high-use items more efficient.

## NOTES AND HIGHLIGHTING

Westlaw's Notes and Highlighting features allow users to mark, emphasize and annotate documents online. Users can capture their thoughts as they research by adding notes to specific document passages or by highlighting useful language.

## Custom Pages

The Custom Pages feature on Westlaw, available under the My Content tab and My Links link, allows users to build a page tailored to their specific research needs. Custom Pages can include frequently searched content and tools, such as Find a Citation and Folders. Users can organize separate pages for all their frequently used content and set one of these pages as their Home page on Westlaw.

My Content also includes Folders, History, Favorites, and eLibraries, any of which can be selected as the Home page, along with Content types, Federal materials, State materials, Practice areas, or Tools. My Links also includes Favorites and eLibraries.

## Alerts and Notifications

Users can easily set up, manage, and edit their alerts from one location. Alerts, which include WestClip, KeyCite Alert, Docket Alerts, and more, automatically run on a regular basis as determined by the user (e.g., daily, weekly) and deliver results to the user's selected destination (e.g., RSS, email). Alerts provide users with a competitive advantage by allowing them to stay abreast of the most current legal, political, legislative, and business developments. Alerts leverage Westlaw's powerful search engine to help users:

- Stay apprised of legal development and changes in the law.
- Monitor the press and media for references to their agency, a particular court, or specific case.
- Track new legislation, regulations, standards, and case law.
- Stay on top of issues or areas of law relevant to their practice.
- Search thousands of news and business sources for news and related information from around the world, including late-breaking, industry-specific news stories.
- Monitor litigation content relating to their practice.
- Create customized newsletter from selected alerts and have them delivered in one organized document.

The Alert Management Center on Westlaw provides enhanced alert and newsletter functionality, making it easy to manage alerts across an organization. Alert administrators can create, edit, and monitor alerts for other individuals and groups in their organization. Alert administrators also can easily retrieve detailed Alert Summary Reports. The Alert Management Center is fully integrated with Alerts on Westlaw.

## Printing and Downloading

Westlaw provides users with many online and offline printing and downloading features. Printing and downloading of retrieved documents are included in the fixed rate for no additional charge. If a user requests a document that is not included in the monthly fixed rate, a message will be displayed that gives the user an option to retrieve the document for an additional charge.

Users can deliver documents to a printer or email address or download files. In addition, Westlaw delivery provides features such as printing Star Pages, highlighted search terms, KeyCite flags, and notes. Available print formats include:

- **Single Column**—Statutes and law review articles are printed in a single column format similar to how they appear in print.
- **Dual-Column**—Case law documents are printed in two columns by default, similar to West reporters. (Printing can be single-column, as well.)

## Editorial Enhancements

In addition to providing our customers with access to the most comprehensive collection of legal resources, we also provide exclusive editorial enhancements and the certainty that the information available in our resources is accurate.

Our exclusive editorial enhancements have been relied upon for more than a century. These enhancements allow users searching for legal concepts to increase the number of relevant documents that are retrieved. The use of standardized terms in close proximity and terms describing legal relationships has a direct impact on the number of relevant cases retrieved in a Westlaw search.

The following are among the many editorial enhancements provided by our attorney editors:

- **Synopses**—Each case synopsis (about 35,000 created annually) summarizes the main holdings of a case and brings into close proximity the legal principles, procedural history, and related facts in the case. At a glance, users can determine whether a case is potentially relevant to their research.
- **Headnotes**—Our attorney editors write headnotes for every distinct point of law in each case, resulting in more than 500,000 headnotes created annually. These headnotes, which are classified to the West Key Number System, help users find more relevant cases faster and include terms describing legal relationships and standard, consistent terminology.
- **Key Numbers**—The West Key Number System, available exclusively on Westlaw, is the master classification system of U.S. law and is widely regarded as the cornerstone of effective legal research. Key numbers are assigned to every point of law in every published case, and these key numbers help users to quickly find other cases that address the exact point of law being researched.
- **Procedural Posture**—Our attorney editors identify the procedural motions, requests, and objections made in a case, along with the appellate posture of the case, so you can filter and see opinions at your desired stage of litigation.
- **Added Search Terms**—Case synopses and headnotes contain terms that may not have been used by the authoring judge. These additional terms include synonyms, acronyms, terms of art, and the popular names of statutes, as well as words that describe the legally significant relationships between the parties (e.g., *landlord* and *tenant*, *husband* and *wife*). As a result, a Westlaw search can retrieve relevant cases that an opinion-only search would miss.

Court's Terms	Terms Added by West Attorney Editors
Smith	Landlord
Defendant	Buyer
Bank	Mortgagee

Plaintiff was injured	Products liability
Firestone	Tire manufacturer
42 U.S.C. § 12111	Americans with Disabilities Act

- **Statute Citations**—The *United States Code Annotated* (USCA) and annotated state statutes on Westlaw give users valuable assistance in applying and interpreting statutes. The annotations include statutory credits, historical and statutory notes, library references, and notes of decision.
- **Parallel Citations**—More than 500,000 parallel citations are added to Westlaw each year to help ensure accurate and convenient research.

## Verification and Correction Process

Our attorney editors provide the most exhaustive verification and correction process in the legal publishing and information industry today, greatly improving the quality of our content. In fact, we are the only legal information provider to engage in these quality control steps to ensure the accuracy and reliability of the data; other legal research services and information providers merely put the raw opinions online and might never correct mistakes.

### WESTLAW ADVANTAGE—Better Search Results

After an opinion is handed down by a court, a team of attorney editors is analyzing and dissecting it, trying to make it easy to find and easy to understand.

#### Better results faster.

Our editorial enhancements are used as a component of our sophisticated WestSearch algorithm to deliver users the most relevant case law. If you create a terms & connectors search the enhancements help you overcome the limitations imposed by opinion-only research and the inexactness of the English language.

- **Added search terms**—Headnotes and synopses often contain terms that do not appear in the opinion; without such additions, you could miss relevant cases.
- **Proximity of facts and legal terms**—Headnotes and synopses bring together facts and law that may be scattered throughout the opinion.
- **Corrected spelling**—Misspellings in raw text sources on the web can lead to missing relevant cases. Our attorney-editors correct 100,000+ case law mistakes annually.
- **Classification of ambiguous terms**—The presence of ambiguous terms in opinion-only libraries often leads to the retrieval of irrelevant documents. Editorial enhancements reduce the number of irrelevant documents that are retrieved.

# Accessing Westlaw

Westlaw is accessible via standard web browser formats and mobile formats.

## Technical Specifications

Westlaw is an online product that requires no additional hardware or software to use. It is also available on mobile devices. The table below provides the system requirements necessary to access Westlaw.

Operating Systems	Internet Browsers	Other Requirements
<ul style="list-style-type: none"> <li>Windows 8.1</li> <li>Windows 10</li> <li>Mac OS 10.5 or later</li> </ul>	<ul style="list-style-type: none"> <li>Chrome current version</li> <li>Safari current version</li> <li>Mozilla Firefox current version or Extended Support Release version</li> <li>Microsoft Edge current version</li> </ul>	<ul style="list-style-type: none"> <li>1024x768 or higher screen resolution recommended</li> <li>Adobe Acrobat Reader 9.0 or later (some print functionality is lost with older versions)</li> </ul>
Mobile Apps		
<b>iPhone</b> <ul style="list-style-type: none"> <li>iPhone (iOS 15.4 or later, iPhone 6s or later)</li> </ul>	<b>iPad</b> <ul style="list-style-type: none"> <li>iPad (iOS 15.4 or later, iPad 5<sup>th</sup> generation or later)</li> </ul>	<b>Android</b> <ul style="list-style-type: none"> <li>Android (10 or later)</li> </ul>

**Note:** These system requirements are current as of September 2023.

## System Reliability

Thomson Reuters is an industry leader in system availability. Westlaw is hosted in multiple independent data centers, each with redundant power, networking, and capacity to serve all customers. Westlaw is designed and tested to be resilient and scalable and is monitored and operated 24/7 by expertly trained staff in multiple global locations. Westlaw has an automated system configured to perform backups on an ongoing basis for production data as per business requirements. While no online legal research provider can guarantee 100% availability throughout the year, our expertly trained staff provides customers with unmatched system reliability, accessibility, and security, including Westlaw access every day of the year.

## System Security

Thomson Reuters Westlaw was built on trusted expertise and core assets that separate us from other online legal research services. Thomson Reuters maintains its reputation for providing reliable and trustworthy information through a variety of means, including an information security management framework supported by a wide range of security policies, standards, and practices.

## Mobile

Westlaw features award-winning mobile apps and systems that work on a variety of phones, tablets, and personal devices. A subscription to Westlaw provides access to the following:

- **iPad and iPhone App**—The award-winning Westlaw mobile app provides access to research—anytime, anywhere.
- **Android Tablet and Phone App**—The Westlaw Android app provides flexibility to work no matter where or when the need arises.
- **Westlaw Mobile**—Westlaw Mobile, available at [m.next.westlaw.com](https://m.next.westlaw.com), provides mobile access to Westlaw.

Westlaw Apps and Westlaw Mobile allow users to:

- Run searches with WestSearch and filter the results.
- Save, annotate, and view documents online or offline.
- Access KeyCite information, research history, favorites, and frequently used content.
- Organize and share research with folders.
- Add notes and highlighting to documents.
- Receive Westlaw Alerts within the app.

## Accessibility

Thomson Reuters is committed to ensuring equal access for all people, including those with disabilities. To maintain this commitment, Thomson Reuters strives to comply with Web Content Accessibility Guidelines (“WCAG”) 2.1, level AA or better, or any subsequent equivalent standard as described in our [Digital Accessibility Policy](#).

Our accessibility efforts are ongoing, which means for new development, we strive to assign an Accessibility Specialist to the product, starting as early as product design. For existing products, we strive to complete a product audit, log and prioritize issues, and remediate to the extent practicable. Where appropriate, we create an Accessibility Conformance Report (ACR) based on the ITI’s Voluntary Product Accessibility Template (VPAT) form. The ACR for Westlaw is available upon request.

Additional information about our accessibility efforts can be obtained by contacting [accessibility@thomsonreuters.com](mailto:accessibility@thomsonreuters.com).

# Training

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To assist users in fully realizing their Westlaw research potential, we provide Westlaw training at no additional charge. Your account management and training teams will work with you to determine the options and schedules to meet your specific training needs.

## Self-Paced Learning

Online videos and quick reference guides, which can help researchers get more from their Westlaw subscription, are available at [training.thomsonreuters.com](https://training.thomsonreuters.com). These robust, modular courses with short lessons let users learn exactly what they want at their own pace, whenever it's convenient. Titles include:

- How to find what content is included in my plan
- How to retrieve and search for cases
- How to retrieve and search for regulations
- How to research statutes
- How to ensure I'm citing good law
- How to browse the full secondary sources library
- How to search with Boolean Terms and Connectors

## Webinar Training

Researchers can attend live instructor-led training sessions through our training webinar schedule. Classes are offered at various times to provide flexibility in scheduling for the researcher. Additionally, on-demand recorded webinars are offered. Live instructor-led webinars and on-demand webinars can be accessed at [Product Education Webinars](#).

## Instructor-Led Training

Our trainers are attorneys who provide initial and advanced training to our customers on the use of Westlaw and our other products and services. Trainers can deliver customized training sessions, based on the organization's particular needs. To schedule training, contact your client manager or trainer.

# Support

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We provide users with unparalleled customer and technical support. Our customer support, which has set the industry standard for response time and customer satisfaction, is available to customers at no additional charge.

## Technical Assistance

Technical assistance is provided by a team of highly trained professionals dedicated to quality customer support, customer advocacy, and product improvement. Our technical support experts:

- Answer questions pertaining to product technical issues and access.
- Document comments and suggestions regarding product enhancements.
- Provide other technical or administrative information regarding Westlaw.

Technical support representatives possess outstanding communication skills, customer support acumen, and a demonstrated level of experience troubleshooting technical and computers issues. They receive extensive on-going training and are capable of supporting Westlaw in a variety of hardware, network, and software environments.

Technical support representatives are available **24 hours a day, 7 days a week**, by calling 1.800.WESTLAW (1.800.937.8529) or via email at [techsupport@thomsonreuters.com](mailto:techsupport@thomsonreuters.com).

## Research Support

Reference Attorneys add value to our unparalleled Westlaw content, partnering with our customers in their effective use of Westlaw. Reference Attorneys enhance customers' use of our products, solutions, and services by providing knowledgeable guidance based on their diverse research experience and expertise. Reference Attorneys receive extensive ongoing training to ensure they stay current with our vast array of content and features.

Reference Attorneys can be reached by calling 1.800.REF-ATTY (1.800.733.2889) and via Live Chat.

## Online Assistance and Resources

In addition to the help available from the Customer Support and Reference Attorney staff, we also have online assistance resources.

- **Online Help Screens**—Our products include online help information that provides immediate assistance with the products. For example, help pages in Westlaw are accessible by clicking the Help link on the appropriate screen.
- **Customer Support Online**—Users can get fast, up-to-date, in-depth, searchable answers to their questions at [training.thomsonreuters.com](https://training.thomsonreuters.com).

- **Product Information Online**—At [legal.tr.com](http://legal.tr.com), customers can order print and online products, as well as download free Westlaw documentation and brochures. Customers can also use the website to view current promotions and to locate a sales representative.

### WESTLAW ADVANTAGE—Maximum Efficiency, Productivity, and Greater Accuracy

We have been providing research materials to the legal and professional community for more than 150 years. Our close relationship with our customers over this time has allowed us to develop numerous research tools to assist them in their research tasks.

We are committed to helping researchers find reliable, accurate answers to their legal research questions in the most efficient way possible.

#### Make the most of your research sessions.

We know that your time is valuable and work to make your research as efficient as possible. To make the most of your research time, you can

- Use **key numbers** to quickly retrieve similar cases.
- Use **Search within Results** to browse for specific terms within your search result.
- Let **Research Recommendations** help you find additional relevant sources.
- Use **History** to return to your previous research.
- Consult a Reference Attorney.
- Download free **reference materials** at [legalsolutions.com/support](http://legalsolutions.com/support).

# Account Management

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Thomson Reuters strongly believes in developing and maintaining a customer-centric focus. Several departments within the Thomson Reuters management and organizational structure work in a coordinated effort directly dedicated to quality control and working with Government--State customers.

## WV DEP's Dedicated Team

Your account management team will be responsible for the day-to-day management of any contract awarded pursuant to this RFQ. Your team includes a designated Client Manager and Account Executive who will work closely with personnel from WV DEP to provide consultation and training involving all aspects of account service.

West Virginia Department of Environmental Protection's dedicated account management team includes:

<b>Sara Frederes</b> Senior Client Executive <b>Phone:</b> 404.430.8025 <b>Email:</b> sara.frederes@thomsonreuters.com	<b>John Perry</b> Government Account Executive <b>Phone:</b> 304.610.5457 <b>Email:</b> john.perry@thomsonreuters.com
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## Additional Resources

To assist with contract administration, WV DEP administrators will have access to the following account management tools:

### QuickView+

QuickView+ is a free, online billing and reporting service that allows users to track usage and charges for a particular account, client, user, or billing date. Users can choose from 20 standard report formats, or they can customize their reports to include only the fields they want and sort the information in the order they specify.

Report information can be sent to subscribers automatically (e.g., daily, weekly) via email. QuickView+ reports are downloadable in five formats, including to a spreadsheet for modification and analysis. QuickView+ uses Secure Socket Layer (SSL) encryption to ensure that billing information remains confidential as it is sent from our servers to a customer's computer.

## My Account

**My Account and Self-service Portal:** All new customers are being brought on with the Self-service Portal. Some existing customers may still be using My Account, while others have been migrated to the Self-service Portal.

My Account is a secure, web-based feature that helps users manage their accounts with Thomson Reuters. Available at <https://myaccount.thomsonreuters.com/westlaw> or from

<https://legal.thomsonreuters.com/en>, My Account lets users perform routine account management tasks, such as managing users and print subscriptions.

State and local government customers can also utilize My Account to view account balances, make online payments, and check the status of recent payments. They can also review invoices and request billing summaries.

## Self-Service Portal

The self-service portal is a secure, online experience that helps users manage their accounts with Thomson Reuters. The self-service portal, accessible at <https://www.thomsonreuters.com/en-us/account/sign-in>, enables users on their own to effectively manage billing and payment processes, user management tasks, and obtain support, including:

- **Billing and payment information**—View and download paid and open invoices, credits, and account balances, make online full or partial payments, manage autopay and payment methods, and check the status of recent payments.
- **User management information**—View and manage administrative users, product users and e-billing contacts, including adding and removing users, editing product access and permissions, resetting passwords, and sending product registration links.
- **Order information**—View print orders, including order items, shipping dates, shipment status, shipping address and amount, and initiate a return or reshipment.
- **Support information**—View, create and submit support tickets, or receive Live Chat support for account or user access issues.
- **Web profile information**—View or edit a profile, including name and phone number.

Depending on a user's account, permissions or desired tasks, a user may log-in to the self-service portal or My Account.

# About Us

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## West Publishing Corporation

West Publishing Corporation, a Thomson Reuters business, is a leading provider of integrated information solutions to the U.S. legal market. We have been providing the highest quality legal, regulatory, and business information, and the most innovative tools to manage it, for more than 150 years. Many of our innovations, such as KeyCite, the National Reporter System, and the West Key Number System, have become synonymous with the successful practice of law. In addition to Westlaw, we annually publish millions of books for legal and compliance professionals and law students. More information about West can be found at [legalsolutions.com](https://legalsolutions.com).

## Thomson Reuters

Thomson Reuters is a leading provider of business information services. Our products include highly specialized information-enabled software and tools for legal, tax, accounting, and compliance professionals, combined with the world's most global news service—Reuters. Our company purpose is to *Inform the Way Forward*, where together with the professionals and institutions we serve, we help uphold the rule of law, turn the wheels of commerce, catch bad actors, report the facts, and provide trusted, unbiased information to people all over the world.

The business has operated in more than 75 countries for more than 150 years. In 2022, we employed a global team of more than 25,200 professionals, and our revenues were US \$6.6 billion. More information on Thomson Reuters can be found at [thomsonreuters.com](https://thomsonreuters.com).

### INTELLIGENCE



Our businesses integrate our core data and information with trusted, must-have decision support tools and workflow solutions for professionals working in information-intensive and highly regulated businesses. We operate at the fast-changing intersection of regulations and commerce, where intelligence, technology, and human expertise are required to achieve success in the digital economy. We leverage our deep and broad industry knowledge to develop products and services tailored for professionals; armed with the trusted answers only we can provide, you can take action, quickly and confidently.

### TECHNOLOGY



We are constantly experimenting, innovating, and applying cutting-edge technologies to customer challenges. We believe we can make information more relevant, more personal, and deliver it faster to our customers through the smart use of technology. We are focused on securing our customer data and global systems as we implement and enhance our security programs. We believe we are uniquely positioned to combine these technologies with the intelligence and human expertise that our customers need to find trusted answers.

## EXPERTISE



As a connected global network of subject matter experts, we help customers capitalize on our solutions, understand emerging insights, and move forward. Our global team of professionals brings together crucial information and authoritative insight to unravel complex situations. Our primary locations include Toronto, Minneapolis/St. Paul, London, Dallas, Ann Arbor, and New York, with additional offices and team members located throughout the United States, Europe, and the Asia Pacific.

## Values and Trust Principles

At Thomson Reuters, our values shape our culture and are embedded throughout the business, forming an important aspect of how we deliver for all our stakeholders, both internal and external.

- **Trust**—We act with integrity and independence by holding ourselves and each other accountable, ethical and reliable in all that we do.
- **Innovation**—We innovate to serve our customers, drive our growth, and win in dynamic business environments.
- **Partnership**—We work together, with each other, with our customers, and with industry partners to deliver superior results and experiences.
- **Performance**—We deliver results, and we excel at work that positively affects the world.

We are proud to be a business that is built on responsible values. Our [Trust Principles](#), established in 1941, demonstrate our commitment to independent and unbiased news, information, and data.

## Awards and Recognition

As a company built for the Information Age, our products and services help foster a more transparent, connected, and empowered world. Year after year, we are proud to be recognized by some of the most important and influential publications and organizations around the world. Please visit the [Awards & Recognition](#) page on our website.

# Pricing

We propose to provide the West Virginia Department of Environmental Protection, Office of Legal Services, with access to Thomson Reuters Westlaw Edge. Our offer includes a comprehensive collection of content, features, and services that will meet the needs of WV DEP’s users. All pricing information has been included here to provide a breakdown of monthly and annual fees. Fully pricing details have also been provided in the wvOASIS portal, as required by WV DEP.

## Price Proposal

Our proposed pricing for the West Virginia Department of Environmental Protection, Office of Legal Services is as follows:

<b>Proposed Content:</b>		
▪ National Primary	▪ Related Documents	
▪ Analytical Plus	▪ PeopleMap with Company Investigator	
<b>Research Platform:</b> Thomson Reuters Westlaw Edge		
<b>User Limit:</b> Up to 8 Authorized Agency Users		
<b>Usage Limit:</b> Unlimited Simultaneous Usage		
Period of Performance	Fixed Monthly Charge	Annual Cost
Base Year: 11/1/2023 – 10/31/2024	\$2,892.00 per month	\$34,704.00
Option Year 1: 11/1/2024 – 10/31/2025	\$3,007.68 per month	\$36,092.16
Option Year 2: 11/1/2025 – 10/31/2026	\$3,127.99 per month	\$37,535.88
Option Year 3: 11/1/2026 – 10/31/2027	\$3,253.11 per month	\$39,037.32

## Pricing Terms and Conditions

The following terms and conditions apply to any contract between Thomson Reuters (West Publishing Corporation, hereinafter "West") and the West Virginia Department of Environmental Protection, Office of Legal Services (hereinafter, “department”) resulting from this proposal (hereinafter “contract”).

- **Contract Term**—The proposed contract term is for one year: 11/1/2023 – 10/31/2024 (Base Year).
- **Renewal Option**—Any contract resulting from this proposal may be renewed for three (3) additional one-year periods (Option Years 1–3), subject to available funding.
- **Authorized Users**—Only users authorized by the department to use Westlaw Edge may access and use Westlaw Edge under the terms of the fixed-rate agreement, and such use must be solely for purposes directly related to the department’s research and work. The following divisions of the department are included in this proposal: West Virginia Department of Environmental Protection, Office of Legal Services (Account #1000335903).
- **Passwords**—Each Westlaw Edge user must be assigned a separate password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among users is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to the department if

West learns that Westlaw Edge has been used by a person other than the person to whom the password has been issued.

- **Additional Users**—West’s offer has a limit of up to 8 authorized department users. For any contract awarded to West pursuant to this proposal, the department can add additional department users beyond this user limit. Any additional passwords issued beyond this user limit, will be billed to the department at a mutually agreed upon monthly rate (in addition to the fixed monthly charge).
- **Included and Excluded Charges**—The proposed content is included in West’s proposed fixed monthly charge. Access to and usage of all other content, features, and services is excluded and will be billed separately as excluded charges. The excluded content, features, and services will be charged at the applicable rates (including applicable transaction, communications, and other associated charges, if any) for each library, feature, or service accessed according to the then-current terms and conditions as set forth in the then-current Schedule A, Plan 2 Westlaw Government Service.

West may, at its option, make certain content, features, and services excluded charges if West is contractually bound or otherwise required to do so by a contributor of data to West, or if the content, features, and services are enhanced or released after the effective date of any contract awarded to West pursuant to this proposal.

- **Ordering Documents**—All access to and usage of Westlaw Edge is governed by the then-current Thomson Reuters General Terms and Conditions, Product-Specific Terms, and applicable Order Form. These documents (included at the end of this pricing proposal) will be incorporated by reference into and made part of any contract awarded to West pursuant to this proposal.
- **Credentialing Documents**—Access to and usage of PeopleMap requires completion of the then-current Account Validation and Certification (AVC) Form. (A sample of this document is included at the end of this pricing proposal.)
- **Contractor Information**—Any contract resulting from this proposal will be with:

<b>Legal Contracting Entity</b>	West Publishing Corporation
<b>Doing Business As (DBA)</b>	West, a Thomson Reuters business
<b>Corporate Address</b>	610 Opperman Drive, Eagan, MN 55123
<b>Remittance Address</b>	P.O. Box 6292, Carol Stream, IL 60197-6292
<b>Federal Tax ID #</b>	41-1426973
<b>SAM Unique Entity ID #</b>	L997DB4PEJL8
<b>DUNS #</b>	14-850-8286
<b>Cage Code</b>	89101
<b>Company Size</b>	Large

- **Order Processing**—Westlaw service will begin 5-7 days following receipt of a fully executed, clean, and process-able Order Form. To expedite the processing of an order, please ensure that the order references West’s Order Form (i.e., “This Order incorporates by reference the attached West Order Form”).
- **Offer Acceptance Period**—The terms of this price proposal are valid for 60 days from the submittal date of this proposal.

# Assumptions, Conditions, and Exceptions to the RFQ

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West includes the following assumptions, conditions, and exceptions in its offer. The exceptions will be part of any contract that may be awarded to West pursuant to this solicitation.

In order to access West’s software as offered, all access to and usage of the same is governed by the then-current Thomson Reuters General Terms and Conditions and Order Form (collectively, the “Ordering Documents”). West acknowledges that per Section 11 of the West Virginia Department of Environmental Protection (the “Agency”) Solicitation (the “Solicitation”), “Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid.” The Ordering Documents are provided with West’s response to the Solicitation and West assumes that the Ordering Documents shall be incorporated by reference as part of any awarded contract.

West respectfully submits the following assumptions, conditions, and exceptions (collectively, the “Additional Terms”) to its response to the Solicitation and requests that the parties discuss and negotiate the Additional Terms. These Additional Terms modify the sections of the Solicitation and more accurately reflect the nature of services provided. West is confident that it can work with the Agency to come to a mutual understanding for the best interest of the Agency.

## West Virginia General Terms & Conditions

**Section 8, Insurance, page 14:** West respectfully requests that this section be modified as follows (changes shown), as West has thousands of customers and cannot revise global policies or provide advance notice of changes for a single entity:

The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. ~~Thirty (30) days p~~ Prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. ~~Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers.~~ Vendor shall endeavor to provide 30 days written notice of cancellation. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

**Section 13, Pricing, page 15:** West respectfully requests that the following sentence be deleted from this section, as it is not applicable to the nature of services provided. It is not commercially reasonable to ask vendors to comply with a clause that fails to take into account the wide range of clients, term lengths, risk profile of terms and conditions, differing state and local government requirements, and the administrative burden of compliance with this provision: “Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.”

**Section 22, Compliance with Laws, page 16:** West will not utilize subcontractors under this contract and respectfully requests that the Subcontractor Compliance section is deleted in its entirety.

**Section 24, Modifications, page 17:** West respectfully requests that this section is modified to include the following as marked below:

This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only), **except as provided for in West's General Terms and Conditions**. Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**Section 26, Subsequent Forms, page 17:** As noted above, West provides an online information research tool and incorporates the Ordering Document into every customer agreement. West respectfully requests the following changes to this section (changes shown):

The terms and conditions contained in this Contract, **which incorporate West's Order Form and General Terms and Conditions**, shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. ~~Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.~~

**Section 27, Assignment, page 17:** West takes exception to this section. Due to the potential for corporate restructuring and reorganization, West must retain the right to assign customer agreements to affiliates or third-party successors upon written notice and respectfully requests that this section be modified to add the following sentence at the end of the section: "Such prior written consent is not required to assign to either party's affiliate under common control."

**Section 28, Warranty, page 17:** West takes exception and respectfully requests that this section be deleted in its entirety as not applicable to the online information research tool provided. Per the Ordering Documents, content is provided "as is." As a data aggregator of third-party content, West cannot guarantee the accuracy of information, or its fitness for a particular purpose.

**Section 30, Privacy, Security, And Confidentiality, page 17:** West takes exception and respectfully requests that this section be modified as follows (changes shown). West can provide a data security addendum specifically applicable to its suite of products and that is consistent across its customers.

The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. ~~Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.~~

**Section 32, Licensing, page 18:** West will not utilize subcontractors under this contract and respectfully requests that the Subcontractor Compliance section is deleted in its entirety.

**Section 33, Antitrust, page 18:** West takes exception and respectfully requests that this section be deleted in its entirety. Absent a statutory provision requiring the same, West will not agree to such an assignment.

**Section 36, Indemnification, page 19:** West respectfully requests that this section be deleted in its entirety and modified to reflect the following, in accordance with the nature of products/services provided by West:

West shall hold and save West Virginia, its officers, agents, and employees, harmless from and against any and all costs, claims, demands, damages, losses and liabilities accruing or resulting in connection with the performance of this Agreement to the extent arising from or in any way related to (i) West's gross negligence or intentionally tortious acts; (ii) West's violation of any applicable laws in the provision of the Services for the authorized uses set forth herein; and (iii) claims that the Services being licensed under this Agreement for the authorized uses set forth herein infringes any U.S. patent, copyright, license, or other proprietary right of any third party. West shall have no obligation under this section to indemnify or defend West Virginia against a claim of infringement resulting from West Virginia's modification or alteration of the data provided in conjunction with the services or the combination of data with any product, application, or service not provided by West.

**Section 41, Preference for Use of Domestic Steel Products, page 20:** West respectfully requests that this section be deleted in its entirety as West is providing an online software research tool.

**Section 42, Preference for Use of Domestic Aluminum, Glass, and Steel, page 21:** West respectfully requests that this section be deleted in its entirety as West is providing an online software research tool.

# Attachments

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## Required Attachments

- Solicitation Docs 9-19-2023 – Vendor Information Page (page 1)
- Solicitation Docs 9-19-2023 – Contract Contact (page 23)
- Solicitation Docs 9-19-2023 – Addendum Acknowledgement Page (page 24)
- Solicitation Docs 9-19-2023 – 9.1 Contract Manager (pages 27-28)

## Pricing Attachments

The following documents govern the access to and usage of Westlaw Edge. These documents will be incorporated by reference and made part of any contract awarded to West pursuant to this proposal:

- Thomson Reuters General Terms and Conditions
- Product-Specific Terms
- Schedule A to Subscriber Agreement Plan 2 Government Service (Transactional rates for access to and usage of excluded content, features, and services.)
- West Order Form
- Account Validation and Certification (AVC) Form

## Additional Attachments

- Certificate of Insurance (COI)



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Centralized Request for Quote  
 Legal

<b>Proc Folder:</b> 1277649		<b>Reason for Modification:</b>	
<b>Doc Description:</b> Legal Research Subscription		Addendum #1 issued to publish agency responses to vendor submitted questions.	
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-10-02	2023-10-04 13:30	CRFQ 0313 DEP2400000014	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :** West Publishing Corporation d/b/a West, a Thomson Reuters business

**Address :** West Publishing Corporation

**Street :** 610 Opperman Drive

**City :** Eagan

**State :** MN **Country :** USA **Zip :** 55123

**Principal Contact :** John Perry

**Vendor Contact Phone:** 304.610.5457 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Joseph E Hager III  
 (304) 558-2306  
 joseph.e.hageriii@wv.gov

**Vendor Signature X** West Publishing Corporation d/b/a West, a Thomson Reuters business  
 John S. Nelson, Director FEIN#41-1426973

**DATE** 10/3/2023

All offers subject to all terms and conditions contained in this solicitation

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) John S. Nelson, Director

(Address) 610 Opperman Drive, Eagan, MN 55123

(Phone Number) / (Fax Number) 763.326.4505

(email address) john.s.nelson@thomsonreuters.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.*

West Publishing Corporation d/b/a West, a Thomson Reuters business

(Company) 

(Signature of Authorized Representative)

John S. Nelson, Director, 10/3/2023

(Printed Name and Title of Authorized Representative) (Date)

763.326.4505

(Phone Number) (Fax Number)

john.s.nelson@thomsonreuters.com

(Email Address)

SOLICITATION NUMBER: CRFQ 0313 DEP2400000014

Addendum Number: No.01

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The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To publish agency responses to vendor submitted questions.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

**RFI: Questions from vendors for CRFQ DEP 24\*14 Legal Research Subscription**

**Q.1.** Solicitation Docs 9-19-2023: Will the West Virginia Department of Environmental Protection (WV DEP) please confirm if it would like offerors to complete and submit the document titled “Solicitation Docs 9-19-2023” in its entirety with the offeror’s response document, or if WV DEP would prefer offerors to complete and submit only the necessary pages, such as the cover page (page 1), DESIGNATED CONTACT (page 23), CERTIFICATION AND SIGNATURE (page 23), ADDENDUM ACKNOWLEDGEMENT FORM (if applicable – page 24), and 9.1 Contract Manager (page 27-28) pages?

**A.** Please complete the Designated Contact and Certification & Signature Page (page 23), The Addendum Acknowledgement Page (if applicable – page 24) and the Contract Manager Information (pages 27-28).

**Q.2.** CONTRACT TERM; RENEWAL; EXTENSION – Initial Contract Term (page 11)/4. MANDATORY REQUIREMENTS – 4.1.1.1 (page 25): The Initial Contract Term section of the solicitation states “The Initial Contract Term will be for a period of one year.” In the following paragraph (Renewal Term), it states that the contract may be renewed up to “(3) three successive one (1) year periods or multiple renewal periods of less than one year”. However, in the Mandatory Requirements section, item 4.1.1.1 states “The vendor must provide a minimum (48) forty-eight-month subscription.” Will the WV DEP please clarify the minimum contract period for this RFQ?

**A.** WVDEP is asking the vendor to provide bids for a minimum (48) forty-eight-month subscription. The initial contract will be for (1) year with the option of (3) three successive (1) one-year renewals. The initial contract year and the renewal years will be based off the (48) forty-eight-month subscription provided.

**Q.3.** CERTIFICATION AND SIGNATURE (page 23): This section of the RFQ references both the solicitation and a contract. Will WV DEP please confirm if this section should be signed prior to contract award and submitted with an offeror’s response document, or if this page should be signed after award?

**A.** WVDEP asks that the vendor provide the Certification and Signature page (page 23) with their bid.

**Q.4.** SPECIFICATIONS – 3. QUALIFICATIONS 3.1 (page 25): This section of the solicitation provides details on the minimum content requirements of this RFQ. It is this offeror’s understanding that WV DEP users currently have access to certain AMJUR and CJS content. To ensure that WV DEP users continue to receive their current level of coverage for online research services, can WV DEP please confirm that it still requires access to Black’s Law Dictionary, CJS and the full AMJUR collection, including AMJUR Proof of Facts, AMJUR Trials, and AMJUR Pleadings and Practice Forms Annotated?

**A.** WV DEP does not require Black’s Law Dictionary, CJS and the full AMJUR collection, including AMJUR Proof of Facts, AMJUR Trials, and AMJUR Pleadings and Practice Forms Annotated.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DEP24\*14**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

West Publishing Corporation d/b/a West, a Thomson Reuters business

\_\_\_\_\_  
Company



John S. Nelson, Director

\_\_\_\_\_  
Authorized Signature

10/3/2023

\_\_\_\_\_  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

REQUEST FOR QUOTATION  
Westlaw legal research subscription or equivalent

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**7. PAYMENT:** Agency shall pay for the subscription, as the prices in shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**8. VENDOR DEFAULT:**

**8.1.** The following shall be considered a vendor default under this Contract.

**8.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.

**8.1.2.** Failure to comply with other specifications and requirements contained herein.

**8.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**8.1.4.** Failure to remedy deficient performance upon request.

**8.2.** The following remedies shall be available to Agency upon default.

**8.2.1.** Immediate cancellation of the Contract.

**8.2.2.** Immediate cancellation of one or more release orders issued under this Contract.

**8.2.3.** Any other remedies available in law or equity.

**9. MISCELLANEOUS:**

**9.1. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** John Perry, Government Account Executive

REQUEST FOR QUOTATION  
Westlaw legal research subscription or equivalent

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**Telephone Number:** 304.610.5457  
**Fax Number:** N/A  
**Email Address:** [john.perry@thomsonreuters.com](mailto:john.perry@thomsonreuters.com)

These General Terms and Conditions (“Terms”) govern your access and use of Thomson Reuters Services, as such term is defined below. “We”, “our” and “Thomson Reuters” means the Thomson Reuters entity or entities providing Services (and thus the entity or entities with all rights and obligations with respect to those Services) under the applicable Ordering Document. “You” and “your” means the client, customer or subscriber agreeing to or accepting these terms.

## 1. DEFINITIONS

a. **“Affiliate”** means in the case of us, Thomson Reuters Corporation and any entity that, from time to time, is directly or indirectly controlled by Thomson Reuters Corporation. In the case of you, Affiliate means any entity that, from time to time, is directly or indirectly controlling, controlled by, or under common control of you. **“Control”** means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

b. **“Agreement”** means each Ordering Document, any applicable incorporated documents, and these Terms.

c. **“Confidential Information”** means information in any form, whether oral or written, of a business, financial or technical nature which the recipient reasonably should know is confidential and which is disclosed by a party in the course of the Agreement.

d. **“Documentation”** means manuals, handbooks, guides and other user instructions, documentation and materials available through the product or provided by us regarding the capabilities, operation, and use of our Services.

e. **“Ordering Document”** means an order form, order confirmation, statement of work, invoice, e-commerce confirmation or similar agreement issued by such Thomson Reuters entity or entities that lists or describes the Services to be supplied by us.

f. **“Professional Services”** means the implementation, customization, training, consulting or other professional services we provide, as may be described in the applicable Ordering Document.

g. **“Property”** means our property, which includes but is not limited to our products, Services, information, Documentation, data (whether tangible or intangible) and Usage Information.

h. **“Services”** means the cloud computing services, software-as-a-service, online research services, Professional Services, as well as any products, including installed software, supplied by Thomson Reuters under the Agreement that are detailed in the applicable Ordering Document.

i. **“Usage Information”** means any information, data, or other content (including statistical compilations and performance information) related to or derived from your access to and use of our Property.

j. **“Your Data”** means, other than Usage Information, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by you or on your behalf through the Services.

## 2. IP OWNERSHIP; LICENSES & DELIVERY

a. **Reservation of Rights.** Together with our licensors, we reserve all rights not expressly granted under the Agreement. Except for the limited rights and licenses expressly granted herein, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to our Property. You acknowledge that, as between the parties, all intellectual property rights in our Property are owned by us, our Affiliates, or third-party providers. You will not remove or conceal any property rights notices in the Services and will include such notices on any copy you are permitted to make.

b. **Services License.** Except with respect to any installed software, which is licensed under Section 2(d) below, or Professional Services, subject to the terms and conditions of the Agreement, we hereby grant you a non-exclusive, non-sublicensable, non-transferable right to access, view, and use our Services solely for your own internal business purposes.

c. **Documentation License.** Subject to the terms and conditions contained in the Agreement, where Documentation is available, we hereby grant you a non-exclusive, non-sublicensable, non-transferable license to use such Documentation solely for your internal business purposes and in connection with your use of our Services.

d. **Installed Software License.** Subject to the terms and conditions of the Agreement, to the extent you purchase a license or subscription to any of our installed software, we grant you a non-exclusive, non-sublicensable, non-transferable right to install and use such installed software only for your own internal business purposes. You may make necessary copies of such installed software solely for backup and archival purposes. Any such copy of such installed software: (i) remains our exclusive Property; (ii) is subject to the terms and conditions of the Agreement; and (iii) must include all copyright or other proprietary rights notices contained in the original. You may only use such installed software in object code format.

e. **Limited License to Your Data.** You hereby grant us a non-exclusive license and right to use, copy, store, host, display, transmit and process Your Data solely as necessary for Thomson Reuters, our employees and contractors to provide our Services under the Agreement and in accordance with applicable law. We may delete or disable Your Data if required under applicable law, in which case we will use our reasonable efforts to provide notice to you. We acknowledge that, as between the parties, all intellectual property rights in Your Data are owned by you or your licensors.

f. **Delivery.** We will deliver our Services and any Documentation electronically, on tangible media, or by other means, in our sole discretion. When you download or access our Services or Documentation, you are accepting it for use in accordance with the Agreement.

g. **Ordering Document.** Your Ordering Document identifies the Services, quantities, charges and other details of your order. The applicable Ordering Document may also refer to and incorporate documents which may apply to the Services you selected. Each Ordering Document, any applicable incorporated documents and these Terms constitute the complete agreement and supersede any prior or contemporaneous discussions, agreements, representations or warranties regarding your order. If you are permitted to provide an Affiliate with access to any part of the Services, you will ensure that such Affiliate complies with all provisions of the Agreement applicable to you.

h. **Use of Name.** Other than as necessarily required for (i) the provision of the Services, (ii) internal account management purposes, or (iii) compliance with applicable law or regulation, neither party may use the other party's name, trademarks or any derivatives of them, without the other's prior written consent.

### 3. OUR SERVICES

a. **Changes to Service.** Our Services may change from time to time, but we will not change their fundamental nature unless otherwise expressly permitted herein. Certain Services include updates (bug fixes, patches, maintenance releases). We reserve the right to charge for upgrades (releases or versions that include new features or additional functionality) or any application programming interfaces ("APIs") for applicable Services. Any additional charges for selected upgrades or APIs will be set forth in a separate Ordering Document. We may subject certain features or functionality to metering or other usage restrictions to maintain responsive performance.

b. **Passwords.** Your access to certain Services is password protected. You are responsible for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each user must immediately change their username/password combinations that have been acquired by or disclosed to an unauthorized third party. Each of us shall maintain industry standard computing environments to ensure that both your and our property is secure and inaccessible to unauthorized persons.

c. **Unauthorized Technology.** Unless prior written authorization is given by Thomson Reuters, you must not (i) run or install any computer software or hardware on our Services or network; (ii) mine, scrape, index, or automatically download our data; or (iii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

d. **Third Party Providers.** Our Services may include data and software from third parties. Some third-party providers require Thomson Reuters to pass additional terms through to you. The third-party providers change their terms occasionally and new third-party providers are added from time to time. To see the current third-party additional terms for our Services please click on the following URL: [www.thomsonreuters.com/thirdpartyterms](http://www.thomsonreuters.com/thirdpartyterms). You agree to comply with all applicable third-party terms therein.

e. **Third Party Supplemental Software.** You may be required to license third-party software to operate some of our Services. Additional terms may apply to such third-party software.

f. **Use Restrictions.** You shall not use our Property or permit a third party to use our Property for any purposes beyond the scope of the access granted herein. Unless otherwise expressly permitted in the Agreement, you may not and you may not permit a third party to: (i)

sell, license, sublicense, distribute, publish, display, store, copy, modify, merge, decompile, decode or disassemble, reverse engineer, remove any proprietary notices, translate or transfer our Property in whole or in part, or as a component of any other product, service or material; (ii) use or provide our Property on a white-labeled/re-branded basis, or otherwise, for the benefit of any third party (other than to the extent third parties are expressly permitted to receive our Property under the Agreement) (iii) use our Property or our third-party providers' property to train any artificial intelligence (AI) or machine learning algorithms or software or create any derivative works, compilations or collective works or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (iv) allow any third parties to access, use or benefit from our Property in any way. Notwithstanding the foregoing, you may (a) download and print limited extracts of content from our Services solely for your own internal business purposes and (b) on an infrequent, irregular and ad hoc basis, distribute limited extracts of content from our Services; provided that, in either case, (1) such extracts do not reach such quantity as to have commercial value and you do not use such extracts as a substitute for any Services and (2) Thomson Reuters and any third-party content provider, if applicable, is cited and credited as the source. Exercising legal rights that cannot be limited by agreement is not precluded. Only if you are in the business of providing audit, tax, or accounting services, or legal advice to your clients, this Section 3(f) does not preclude you from using our Services to benefit your clients in the ordinary course of your business in accordance with the Agreement. Except as expressly set forth in the Agreement we retain all rights and you are granted no rights in or to our Property.

g. **Security.** Each of us will use and will require any subcontractors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. The parties agree that the specific technical and organizational measures located here [tr.com/trdsa](http://tr.com/trdsa) ("Data Security Addendum") apply and are hereby incorporated into the Agreement by reference. Additionally, you will notify us if you become aware of any unauthorized third-party access to our data or systems and will use reasonable efforts to remedy identified security threats and vulnerabilities to your systems.

h. **Compliance.** Each of us shall at all times comply with applicable law, including export controls and economic sanctions that apply to us in connection with the Agreement. You will not obtain, retain, use, or provide access to the Services to an Affiliate or any third party in a manner that may breach any applicable export control or economic sanctions laws and regulations for any jurisdiction, including the United States of America, the United Kingdom and the European Union and its Member States. You warrant that neither you, nor any Affiliate to which you provide access to the Services, is or is affiliated with a specially designated or sanctioned entity under any of those laws and that, in any transaction relating to us, you will not involve sanctioned parties, including without limitation through the use of bank accounts at banks that are sanctioned parties.

i. **Your Responsibilities.** You are responsible for (i) proper use of our Property in accordance with all Documentation, usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our Services or data; (iv) your combination of our Property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

#### 4. CHARGES

a. **Payment and Taxes.** You must pay our charges that are not the subject of a good faith dispute within 30 days of the date of invoice in the currency stated on the applicable Ordering Document without set-off, counterclaim or deduction. We reserve the right to charge a late fee of \$25 for each invoice not paid by the due date. A Thomson Reuters Affiliate may act as a billing and collection agent for the Thomson Reuters entity listed on the applicable Ordering Document. For online purchases, you authorize us to charge you for charges stated in the applicable Ordering Document via credit card, debit card, or Automated Clearing House (“ACH”) or any other method you have agreed to in advance. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including legal fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted, unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.

b. **Changes.** We may increase, or adjust the basis for calculating, the charges for our Services with effect from the start of each renewal term by giving you at least 60 days written notice; any other price changes or adjustments will be as set out in your Ordering Document.

c. **Excess Use.** You must pay additional charges if you exceed the scope of use specified in the applicable Ordering Document, based on the rates specified on the applicable Ordering Document or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our Services or data.

#### 5. PRIVACY

The parties agree that the terms of the Data Processing Addendum (“DPA”) available at: <http://tr.com/data-processing-addendum> shall apply to the extent Thomson Reuters Processes Customer Personal Data (as those terms are defined in the DPA), in which case the DPA is hereby incorporated into the Agreement by this reference. For clarity, where each of us Process any Personal Data as separate and independent Controllers (as those terms are defined in the DPA), each party will comply with, and be independently liable under, all applicable laws that apply to it.

#### 6. CONFIDENTIALITY

Each party agrees to (i) protect any Confidential Information received from the other party using the same standard of care it uses to protect its own Confidential Information (which shall be no less than a reasonable degree of care) and (ii) not disclose any part of it to any third party except to its Affiliates, contractors, financial advisors, accountants and attorneys who are subject to legal privilege or confidentiality duties or obligations to the recipient that are no less restrictive than the terms and conditions of the Agreement. If a court or government agency orders either of us to disclose the Confidential Information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. These obligations of confidentiality do not apply to information which: (a) is or becomes generally available to the public (through no act or omission of the receiving party); (b) becomes known to the receiving party on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (c) was lawfully in the possession of the receiving party prior to such disclosure as

established by documentary evidence; or (d) is independently developed by the receiving party, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's Confidential Information. This section shall survive three (3) years after the termination of the Agreement or until the Confidential Information is no longer deemed confidential under applicable law, whichever occurs first. In the event of any breach of the confidentiality provisions of this Section 6, the non-breaching party may be irreparably and immediately harmed and might not be made whole by monetary damages. The non-breaching party may be entitled to seek equitable relief by way of injunction, specific performance or similar remedy in addition to any other remedies that may be available to it from a court of competent jurisdiction to prevent or restrain breaches of this Section.

#### 7. WARRANTIES AND DISCLAIMERS

a. **LIMITED WARRANTY.** EXCEPT WITH RESPECT TO INSTALLED SOFTWARE OR PROFESSIONAL SERVICES, WE WARRANT THAT PROPERLY LICENSED SERVICES WILL MATERIALLY CONFORM TO ANY DOCUMENTATION THAT ACCOMPANIES THE SERVICES. THIS LIMITED WARRANTY APPLIES FOR THE DURATION OF THE TERM. YOUR ONLY REMEDY IN THE EVENT WE BREACH THIS LIMITED WARRANTY SHALL BE THE REPAIR OR REPLACEMENT OF THE SERVICES AT NO CHARGE. THIS LIMITED WARRANTY DOES NOT COVER PROBLEMS CAUSED BY YOUR FAILURE TO ADHERE TO INSTRUCTIONS OR CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL.

b. **INSTALLED SOFTWARE.** WE WARRANT THAT OUR INSTALLED SOFTWARE WILL MATERIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, AN INSTALLED SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE APPLICABLE ORDERING DOCUMENT FOR THE AFFECTED INSTALLED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE TIME PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.

c. **PROFESSIONAL SERVICES.** WE WARRANT THAT WE WILL PROVIDE ANY PROFESSIONAL SERVICES USING REASONABLE SKILL AND CARE.

d. **DISCLAIMER OF WARRANTIES.** THE FOREGOING WARRANTIES DO NOT APPLY, AND WE STRICTLY DISCLAIM ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY DATA OR THIRD-PARTY SOFTWARE. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN SECTIONS 7(A), (B), and (C) HEREIN, OUR SERVICES ARE PROVIDED “AS IS”, AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN ENTERING THE AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THE AGREEMENT. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED, AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE.

e. **NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR SERVICES, DOCUMENTATION OR DATA. SOME INFORMATION MAY CONTAIN THE OPINIONS OF THIRD PARTIES, AND THOMSON REUTERS IS NOT RESPONSIBLE FOR THESE OPINIONS. YOUR DECISIONS MADE IN RELIANCE ON THE SERVICES, DOCUMENTATION OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE SERVICES.**

## **8. LIABILITY**

a. **LIMITATION. EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID).**

b. **EXCLUSIONS. IN NO EVENT SHALL WE OR OUR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.**

c. **Unlimited Liability.** Section 8(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; (iii) its infringement of the other party's intellectual property rights; (iv) our indemnification obligations in Section 8(d); (v) your indemnification obligations in Section 8(e); or (vi) your obligation to pay the charges on the applicable Ordering Document and all amounts for use of the Services that exceed the usage permissions and restrictions granted to you. Nothing in the Agreement limits liability that cannot be limited under law.

d. **Third Party Intellectual Property.** If a third party sues you claiming that our Services, excluding any portions of the same provided by our third-party providers, infringes their intellectual property rights, and your use of such Services has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are

included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our Services with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our Services other than by Thomson Reuters or our subcontractors; (iii) use of a version of our Services after we have notified you of a requirement to use a subsequent version; or (iv) your breach of the Agreement. Our obligation in this Section 8(d) is conditioned on you (1) promptly notifying Thomson Reuters in writing of the claim; (2) supplying information we reasonably request; and (3) allowing Thomson Reuters to control the defense and settlement. We may remedy any alleged or anticipated infringement of a third-party intellectual property right by (a) procuring the right for you to continue using the Service in accordance with this Agreement; (b) replacing the affected Property with replacements that do not alter the fundamental nature of the relevant Service; or (c) taking any of the actions in 9(b).

e. **Your Obligations.** You are responsible for any loss, damage or cost we and our Affiliates incur arising out of or in connection with a third-party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our Affiliates' use of the information, data, software, or other materials provided to us by you or on your behalf, which we are required to host, use or modify in the provision of our Services infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under Section 8(d) (Third Party Intellectual Property)); (ii) your or your subcontractors' use of our Property in breach of the Agreement or in violation of applicable law; (iii) our or our Affiliates' compliance with any instruction given by you to us in the course of the provision of our Services; or (iv) an assertion by any person accessing or receiving the benefit of any part of our Services through you.

f. **Customer Assistance.** We will not be responsible if our Service fails to perform because of your third-party software, your hardware malfunction, or your actions or inaction. If we learn that our Service failed because of one of these, we also reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon by us.

## **9. TERM, TERMINATION**

a. **Term.** The term and any renewal terms for the Services are described in the applicable Ordering Document. If not otherwise stated in the applicable Ordering Document, the Agreement will automatically renew annually unless either of us gives the other at least 30 days written notice before the end of the then current term.

b. **Suspension and Termination.** We may on notice terminate, suspend or limit your use of any portion or all of our Services, or modify the terms on which it is provided, if (i) requested to do so by a third-party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent; (iii) there has been or it is reasonably likely that there will be: (1) a breach of security; a breach of your obligations under the Agreement or another agreement between us; (2) a breach of our agreement with a third-party provider; (3) a violation of third party rights or (4) applicable law. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination, suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the Service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction. We may, upon reasonable notice, terminate all or part of the Agreement in relation to a Service which is being discontinued.

c. **Material Breach.** Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of written notice. Any misrepresentation by you or failure to fully pay any amount when due under the Agreement is a material breach for this purpose. Where (i) we terminate a Service, other than for a termination for your breach pursuant to this Section 9(c) or a termination for your insolvency pursuant to Section 9(b), or (ii) you terminate a Service for our breach pursuant to this Section 9(c), you will be entitled to a pro rata refund of any recurring charges paid in advance for the terminated Service that has not been rendered.

d. **Effect of Termination.** Except to the extent we have agreed otherwise, upon expiration or termination of the Agreement, all licenses and rights granted herein shall end immediately and you must uninstall or destroy all of our Property. Additionally, upon expiration or termination, at your request, we will, at our discretion, either return or destroy your Confidential Information, except as may be required for archival or compliance purposes. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters or its agent any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue or those that expressly state shall survive termination.

e. **Amendments.** We may modify these Terms at any time by providing notice to you by posting the updated Terms at <http://tr.com/TermsandConditions>, providing notice to you through your TR account (i.e., My Account), sending you a renewal notice communication, or using other similar means. Modified terms become effective 30 days after such notice. By using the Services after the effective date, you agree to be bound by the most recent version of the Terms. You are responsible for reviewing and becoming familiar with any such modifications.

f. **Force Majeure.** We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the Services and continue for more than 30 days, either of us may terminate any affected Service on written notice to the other.

## 10. THIRD PARTY RIGHTS

Our third-party providers benefit from our rights and remedies under the Agreement. Except for our third-party providers, no other third parties have any rights or remedies under the Agreement.

## 11. GENERAL

a. **Assignment.** Unless otherwise provided in this Section, neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement to anyone else without the other party's prior written consent, which may not be unreasonably withheld or delayed. We may delegate or transfer any obligation set forth in the Agreement, assign the Agreement, or assign any rights or remedies granted in the Agreement in whole or in part (i) to an Affiliate; (ii) in connection with our or our Affiliate's sale of a division, product or service; or (iii) in connection with a reorganization, merger, acquisition, divestiture or similar business transaction. We may subcontract any of the Services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 11(a) is void.

b. **Feedback.** You may voluntarily provide any comments, suggestions, ideas or recommendations (collectively, "Feedback") to

Thomson Reuters, and if so, you grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right, without charge, to use any Feedback you provide related to any of our Property in any manner and for any purpose.

c. **Agreement Compliance.** We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

d. **Governing Law.** Unless otherwise stated in the applicable Ordering Document, the Agreement will be governed by the laws of the State of New York and each of us hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County to settle all disputes or claims arising out of or in connection with the Agreement.

e. **Precedence.** If there is any conflict among any elements of the Agreement, the descending order of precedence is: third party license terms contained in Section 3(e) of these Terms; the applicable Ordering Document; and the remaining provisions of the Agreement.

f. **Trials.** All trials or testing of our Services are subject to these Terms unless we notify you otherwise. Access to our Services for trials may only be used for your evaluation purposes. Unless we agree otherwise in writing, any data you enter into the Services, and any customizations made to the Services by or for you, during any free trial may be permanently destroyed at the end of the trial.

g. **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters, or its agents on behalf of Thomson Reuters, may provide telephone and/or online access to its helpdesk or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on <http://thomsonreuters.com/support-and-training> or as otherwise provided by Thomson Reuters. You may request us to assist with any of the following: (a) issues caused by you or third party information or materials; (b) any Services, or any versions of Services, that we have advised you are unsupported; (c) issues caused by your failure to follow our instructions or specifications; (d) Services not located in or conforming to the operating environment specified in the Agreement; (e) issues caused by accidents, modifications, support, relocation or misuse of the Service not attributable to us; or (f) your networking or operating environment. Additional Charges in respect of such assistance may apply.

h. **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

i. **Severability.** If any part of the Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.

j. **Consent to Electronic Communications.** You hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services.

k. **Notices.** All notices under the Agreement must be in writing and sent by email (except for notices of breach of the Agreement which may not be sent by email) or mail, courier, fax or delivered in person

at the address set out on the relevant Ordering Document between the parties (or such other more recent address notified to the other). However, we may give technical or operational notices or notices of third-party provider terms via publication on the URL in Section 3(e) or within the Services themselves.

1. **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between us regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter, including without limitation any terms and conditions appearing on a purchase order or other form(s) used by you. Each of us acknowledges that in entering into the Agreement neither of us have relied on any representations made by the other that are not expressed in the Agreement.

## Product-Specific Terms

- **Campus Research.** Access to Campus Research is strictly limited to current faculty, administration, staff and students. Incidental access by public walk-in users at your physical location is permissible. Campus Research is not available to law schools, offices of the general counsel of any college or university or any other similarly situated academic entities. Campus Research use is limited to educational, research and non-commercial purposes. You will exercise reasonable, good faith efforts to enforce these restrictions. You are required to provide your security certificate before remote access will be enabled. You are responsible for your security design, configuration and implementation to limit access to the Campus Research URL.

- **CD-ROM Libraries.** Your license to use our CD-ROM, DVD, USB and similar media (collectively “CD-ROM”) libraries is restricted to a single office location. Each library license includes a proprietary control file which you may install on a single local area network (LAN). Employees working at or assigned to the licensed site may access the CD-ROM libraries by remote connection to the LAN installed at the licensed site. Access to CD-ROM libraries through wide area networks, multiple LANs, multiple sites or similar arrangements is prohibited.

You may transfer the CD-ROM library data to a single storage drive under your exclusive control and maintain the data as a database searchable with West software. West software is subscribed to and licensed separately from the CD-ROM libraries. By using the software, you agree to be bound by the software license agreement that accompanies the software.

We may terminate a CD-ROM library subscription on 30 days prior written notice if the library is no longer commercially available. Upon termination by either party, you shall immediately destroy the terminated CD-ROM libraries and destroy CD-ROM library data maintained on a permanent storage drive.

- **Contract Express.**

- **Applicability.**

These Product Specific Terms apply when you purchase a license to use or access Contract Express. “You”, “your” and “Customer” mean the client, customer or subscriber identified as such in the order form and “we”, “our” and “Thomson Reuters” mean the Thomson Reuters entity identified in the Order Form and, where applicable, its affiliates.

If there is a conflict between these Product Specific Terms and any other document forming the Agreement, the order of precedence is as follows: Order Form, Product Specific Terms, any other applicable schedules and general or master terms and conditions.

- **Scope of Contract Express Licenses:**

**License types:**

- **Legal Users/Power Users:** access to the full functionality of Contract Express for your employees and contractors.
- **Client Users:** access to limited Contract Express functionality (create, approve, edit, and negotiate documents and access to your Client Use space) for employees and contractors of your clients.
- **Self-serve Users:** access to limited Contract Express functionality (create, approve and edit documents) for your employees and contractors who are not engaged in legal functions.
- **Guest Access:** access to limited Contract Express functionality (completing a questionnaire to create a document via a public URL or single use invitation) for an unlimited number of Guests.

**Scope of Use.** Other than Guest Access, all user access to the Contract Express service is on a named individual (human) user basis by way of unique user-name and password. Only a single user may access Contract Express through any individual user account. You shall comply with the applicable license grant and not attempt to circumvent it in any way. If requested, you shall provide Thomson Reuters with information concerning your use of Contract Express.

**Client Use.** If licensed, you may provide access to Contract Express to your clients allowing their users to use the Contract Express service for the purposes of your client’s own internal business. You are responsible for the terms on which you supply Client Use provided that you ensure compliance with the terms of the Agreement and you provide all support to your clients and Client Users. Client Use must only be made available in the manner and using the functionality we make available within the Contract Express service. You must not delete or alter Thomson Reuters proprietary notices or copyright notices. You will immediately terminate all Client Use licenses when your Agreement for such licenses expires or is terminated.

**Guest Access.** If licensed, you may provide Guest Access in a Non-Systematic manner and at no cost to an unlimited number of Guests. A “Guest” must be a human individual and “Non-Systematic” means use on an infrequent basis and not automatically generated by machine or regularly created by individual Guests. You are responsible for the terms on which you supply Guest Access provided that you ensure compliance with the terms of the Agreement and you provide all support to Guests. Guest Access must only be made available in the manner and using the functionality we make available within the Contract Express service. You must not delete or alter Thomson Reuters proprietary notices or copyright notices. You will immediately terminate all Guest Access when your Agreement for Guest Access expires or is terminated.

**Responsibility.** Unless otherwise agreed with Thomson Reuters, you are responsible for the administration of all access to the Contract Express service, including allocation and removal of access. You may only grant administration rights to identified users you employ or have engaged as individual contractors acting under your direction. You are responsible for all access to the Service through the Customer or via Customer access credentials or systems and for any breach of the terms of the Agreement as a result of such access (whether permitted to do so by you or not).

- **Your Content.** Your content is your templates and anything that you generate using Contract Express (e.g. questionnaires and documents) (“Your Content”). As between you and Thomson Reuters, you exclusively own all rights, title and interest in Your Content. If the Agreement expires or is terminated, you must remove all Your Content that you wish to retain prior to termination or expiration.

- **Brand License.** Where you upload a logo or other branding (“Logo”) to the Contract Express service, you hereby grant to Thomson Reuters, a non-exclusive license to publish the Logo within your instance of Contract Express for the term of the Agreement. You warrant that you are entitled to grant such a license.

- **Service Availability and Support.**

**Availability.** If you are using Thomson Reuters’ hosted Contract Express service, Thomson Reuters shall ensure that it is Available for no less than 99.9% of the time in any calendar month, subject to emergency downtime and maintenance or downtime notified to you in writing from time to time. “Available” means that Contract Express is accessible to users and Guests and that the functionalities licensed from time to time can be carried out. Unavailability of Contract Express due to downtime in your or your users’ network or computer system or failure of the internet shall not be taken into account in calculating the Availability of the Contract Express service.

- **Access to Contract Express Via API.**

**API License.** On request and subject to you having purchased Contract Express licenses and to all the terms and conditions of the Agreement, Thomson Reuters permits you, during the term, to access the Contract Express service via the Contract Express API (the “API”). You understand that access to Contract Express via the API may not always provide the same functionality or experience as access via the web application. Your access rights via the API will terminate on termination of your license to use to Contract Express.

**Responsibility.** You are responsible for all access to Contract Express via the API and such access must be by way of individual user sign-in. Except to the extent you have licensed Client Use, you may not provide access to Contract Express via the API to any third-party without Thomson Reuters’ written consent, and any third-party must agree to our license terms before access may be granted. You are responsible for any third-party accessing the API on your behalf.

**Technology Requirements.** You must adhere to all API documentation provided to you by Thomson Reuters.

**Suspension.** Thomson Reuters may suspend, disable or withdraw access via the API at any time if, in our reasonable opinion, you have breached any material term of the Agreement or if there is risk of any breach of security. Thomson Reuters will not be responsible for any loss, damage, costs, expenses or other claims by you, any user or third party resulting from the suspension of access via the API.

**Modifications.** Thomson Reuters may enhance, update, upgrade or modify the API from time to time (collectively “Changes”) and will use reasonable efforts to provide you with notice of such Changes. You acknowledge that you are responsible for managing such Changes to maintain compatibility and functionality with the API.

**Disclaimer of Warranties.** Thomson Reuters will not be liable for any inability to access Contract Express via the API, costs incurred by you, or any losses, lost profits or damages of any kind arising out of or in connection with your use of the API. Thomson Reuters makes no warranty of any kind with respect to the API, including any warranty that the API will be compatible with any of your or any third-party's software, system or other service. All API access is your responsibility and is provided on an "AS IS" basis without warranty of any kind. Thomson Reuters does not warrant or represent that access via the API will be delivered free of any inaccuracies, interruptions, delays, omissions or errors ("Faults"), or that any Faults will be corrected. Thomson Reuters will not be liable for any loss or damages resulting from any such Faults.

- **Hosted Practice Solutions.** We will not disclose your content except in support of the use of the hosted products or unless required by law. We will provide notice to you of any unauthorized third party access to your content of which we become aware in accordance with applicable law and will use reasonable efforts to remediate identified security vulnerabilities. The service level agreement for hosted practice solutions is located at <http://static.legalsolutions.thomsonreuters.com/static/service-level-agreement.pdf>. If the agreement expires or is terminated, we will provide access to the hosted product for 180 days so that you may remove your content. The terms and conditions of the agreement remain in effect through this 180-day post-agreement period.

- **ProView eBook License Terms.** The license allows you to download the ProView eBooks to your mobile devices and access the eBook content online. We may terminate your license including notes and annotations if we lose the right to offer the eBook content, discontinue the ProView software, or are otherwise unable to offer eBook content. We may provide the content to you in another media format if commercially reasonable. We may update your eBook version if necessary to maintain access to the content. If you reassign an eBook to a different user, we will provide the then-current version of the eBook. Notes and annotations made by the previous user will not transfer to the new user. You are responsible for assigning the registration keys and maintaining registration key security. Sharing of registration keys is STRICTLY PROHIBITED.

- **Thomson Reuters Panoramic™ ("Panoramic").** Upgrades (e.g., releases or versions that include new features, or additional functionality) will be included during your subscription term. However, we will provide technical support for only the most current upgrade and the immediately preceding upgrade.

Panoramic may include links to matter map samples and other general information. These are provided for informational purposes only and may not be suitable to your circumstances.

You are responsible for access to Panoramic, and all data uploaded to Panoramic, including, but not limited to, your customer materials and customer data, user generated content, pricing data, or personally identifiable information (collectively, "Data").

When you access Panoramic, you may click on links to third-party web sites that are beyond our control. We do not endorse the content found on third-party web sites. You assume sole responsibility for your use of third-party links and materials.

Your data is anything that you upload into Panoramic ("Your Content"). As between you and us, you exclusively own all rights, title and interest in Your Content. If the agreement expires or is terminated, we will provide access to the hosted product for 180 days so that you may remove your content. The terms and conditions of the agreement remain in effect through this 180-day post-agreement period. Your Content will be retained for 180 days at no additional charge.

You permit our use of relevant Data, including pricing data, to create matter and pricing maps. This Data will only be accessed by TR employees and contractors who need access to support Panoramic.

- **Time & Billing Services.** You give us permission to share your time & billing information and content with our business partners to the extent necessary to provide the time & billing services to you. You will remove all of your time & billing content prior to termination of this Order Form. We may collect and disclose aggregated practice management, financial management, and time tracking data, as long as the data is not identifiable to any individual customer or user.

- **Westlaw.** You may transmit our information product data electronically using a feature in the information product or print and share that information product data as necessary in the regular course of your business.

- **Westlaw Doc & Form Builder.** We will maintain your Westlaw Doc & Form Builder data for 180 days after your subscription ends.

- **Westlaw Paralegal.** Westlaw Paralegal access is strictly limited to current paralegal or legal assistant program faculty, administration, staff and students for educational purposes only.

- **Westlaw Patron Access.** Patron Access is only available to state, county or municipal government law libraries and libraries that are open to the public. All access to and use of Westlaw Patron Access is governed by your Order Form. You are responsible for your users access to Westlaw Patron Access. Westlaw Patron Access may only be made accessible on your designated terminals through a product icon or a link placed on the designated terminals desktop. Your users must assent to an online click-through license agreement prior to accessing Westlaw Patron Access. You may provide wireless access on your own internal network to the number of concurrent users listed in your ordering document, if any. Access is limited to your library's physical premises, including wireless access. Remote access outside the physical confines of your library in any manner whatsoever is strictly prohibited. You are responsible for your system security as well as desktop security to limit access to the Westlaw Patron Access URL. We may restrict access to certain products or services.

- **Westlaw Patron Access Remote.** Westlaw Patron Access Remote is only available to state, county or municipal government law libraries and libraries that are open to the public. All access to and use of Westlaw Patron Access Remote is governed by your Order Form. You are responsible for your user's access to Westlaw Patron Access Remote. Westlaw Patron Access Remote can be accessed when your users click on a link placed on your website. Your users must assent to an online click-through license agreement prior to accessing Westlaw Patron Access Remote. You may provide access only to the number of concurrent users listed in your ordering document, if any. We are not responsible for the security of your systems. We may restrict access to certain products or services..

Excess or Inappropriate Use. At our sole discretion, individual users with excessive use or use in conflict with the online click-through license agreement may be suspended without notice. We may also suspend access to the Customer's Patron Access Remote subscription if it is determined that there are repeated instances of excessive use or if Customer violates any of the terms of the Order Form, including these Product Specific Terms.

- **West LegalEdcenter.** You may download text-based content on any computer for your personal, noncommercial use. You may not share the content with your clients or other third parties. Group viewing of multi-media content is allowed for you and other West LegalEdcenter subscribers. Persons without a West LegalEdcenter subscription are prohibited from attending the group viewing.

If you participate in any discussions on West LegalEdcenter, you agree not to use any language that is threatening, abusive, vulgar, discourteous or criminal. You will not post or transmit information or materials that would violate the rights of a third party, including but not limited to intellectual property rights. You will not post or transmit anything which may contain a virus or other harmful component.

When providing information to state accreditation agencies on your behalf, WE ARE NOT RESPONSIBLE FOR THE ACCURACY OF JURISDICTION-SPECIFIC CONTINUING LEGAL EDUCATION REQUIREMENTS STATED IN WEST LEGALEDCENTER. YOU MUST VERIFY COMPLIANCE REQUIREMENTS INDEPENDENTLY. You are solely responsible for any information, omission or misstatement in the credits recorded and maintained in the credit tracking section. When you access West LegalEdcenter, you may click on links to third-party web sites that are beyond our control. We do not endorse the content found on the third-party web sites. You assume sole responsibility for your use of third-party links and materials.

Each West LegalEdcenter user will receive an e-mail from us with their username, password and other important information about using the West LegalEdcenter subscription. After the initial communication, users may opt-out of West LegalEdcenter email receipt.

- **West km software.** Any West km licensed in the ordering document must reside on a dedicated server under your control and maintained by you at your expense. The server must be accessible to all of your authorized West km users. If you choose to activate the NetDocuments integration, your data will be transmitted from NetDocuments to your network and server. We are not and NetDocuments is not responsible for the privacy, security, integrity or availability of the data transmitted to you.

- **Westlaw Public Records.** If the transactional value of your Westlaw Public Records usage exceeds your then-current Westlaw charges by more than 20 times in any month, we may limit access to live gateways, request the parties enter into good faith renegotiations or terminate upon 10 days written notice. Transactional value of your Westlaw Public Records usage is calculated based upon our then-current Schedule A rates. Schedule A rates may change upon at least 30 days written or online notice.

Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be.

You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree and

warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us.

We are not a consumer reporting agency. You may use information product data to support your own processes and decisions, but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b).

If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by these General Terms and Conditions.

**Westlaw Schedule A**
**Plan 2 Westlaw Government Service**

**Available only to government personnel accessing Westlaw for government purposes.**

Upon accessing Westlaw, a user may elect either per minute or transactional billing in Preferences. Such billing election will be effective for all subsequent sessions unless the election is changed. The SUBSCRIBER link in the Tools tab lists the per minute, transactional and offline transmission charges for a multiple content categories.

- 1. Subscription Charge.** \$125 per month per agency
- 2. West Reporter Images**  
 West Reporter Images \$24.00 per image  
 No offline transmission charges apply.
- 3. Rise of American Law**  
 Rise of American Law – Time \$33.33 per minute  
 Rise of American Law – Document Displays 300.00 per document  
 Rise of American Law – Images 300.00 per image

- 4. Per Minute Charges**
  - A. Home, Content and Topical Pages** \$4.00 per minute
  - B. Viewing a Search Result List** \$8.00 per minute
  - C. Per Minute Charges for Viewing Full Text Documents**  
 Range from \$16.00 per minute to \$56.00 per minute.

- 5. Transactional Charges**
  - A. Search Charges** \$55.00 per search  
 Each search query will incur a search charge.
  - B. Document Display Charges.**  
 Range from \$12.00 to \$143.00 per document  
 Each document display will incur a transactional charge. No offline transmission charges apply.

- C. Online Citation Checking Charges**  
 KeyCite \$15.00 per citation  
 Inline KeyCite 7.00 per document

- D. Docket Charges**  
 The following charges apply in lieu of per minute and transactional charges\*:  
 Document Display \$13.00 per document  
 Docket PDF 4.00 per image  
 Docket Alerts 0.00 per transaction  
 Document Retrieval from Alert 13.00 per document  
 Docket Tracks 6.00 per transaction  
 Docket Bankruptcy Creditor Update 4.00 per document  
 Document Update 2.00-8.00 per document  
 DE Court of Chancery PDF/Court Wire  
 PDF Complaint 95.00 per image  
 Docket PDF from Select State Counties 22.00 per image  
 Court Wire Alerts – Continuous 5.00 per day per alert  
 Court Wire Documents 13.00 per document  
 Court Calendar Information Update 2.00 per transaction  
 Court Calendar Tracking Service 6.00 per transaction  
 Calendar Integration Service 1.00 per transaction

\* See Pricing Guide for additional details.

**E. Public Records Charges**

The following charges apply in lieu of per minute and transactional charges.

<b>PeopleMap</b>	
PeopleMap Searches	\$52.00 per search
People/Company Records Mini Searches	12.00 per search
Alerts	2.00 per transaction
Reports	52.00 per report
Document Displays	12.00 per document
<b>Public Records</b>	
Searches	12.00 per search
Document Displays	12.00 per document
<b>Real Property Reports</b>	
Comprehensive Reports	95.00 per report
Individual Reports	52.00 per report
Deed Images and Parcel Map Images	25.00 per image
<b>Delaware Corporate Records</b>	
Searches	55.00 per search
Document Displays	11.00 per document
<b>Company Investigator</b>	
Searches	52.00 per search
Basic Reports	52.00 per report
Premier Reports	52.00 per report

**F. Drafting Assistant**

The following charges apply in lieu of per minute and transactional charges. Drafting Assistant is only available on a subscription basis. The charges below are for tax allocation purposes only.

Cite Formatting	\$52.00 per document
Insert Flags	95.00 per document
Insert Links	52.00 per document
Quote Right	12.00 per citation
Table-of-Authority	52.00 per document

**G. Westlaw Edge & Westlaw Precision**

Westlaw Edge and Westlaw Precision are only available on a subscription basis. The charges below are for tax allocation purposes only. Standard search and result list charges apply.

Litigation Analytics	12.00 per report
Statutes Compare/Federal Regulations Compare	17.00 per report
Jurisdictional Surveys	12.00 per document
Quick Check Reports	0.00 per document
Online Builder (Westlaw Precision Only)	0.00 per document

**6. Foldering**

Documents in folders may be accessed at no charge for 12 months after the initial chargeable view. In transactional billing sessions, the initial chargeable view occurs the first time a document is viewed inside or outside of a folder. For hourly billing sessions, the initial chargeable view occurs the first time a document is viewed within a folder. This initial chargeable view will be charged at the applicable transactional document display charge. Documents viewed in a folder after 12 months will incur the then current Westlaw transactional document display charge. Hourly billing is suspended while browsing folders.

**7. Offline Transmission Charges**

A user may elect either per line or per document offline transmission billing in Preferences. Such election will be effective for all subsequent sessions unless the election is changed. Offline transmission charges apply to all printing and downloading to storage devices and e-mailing via Westlaw functionality for hourly billing sessions, unless otherwise indicated.

Per line charges range from \$0.04 to \$0.08

Per document charges range from \$10.00 to \$50.00

**8. PDF Charges**

Investext Analyst Reports	
Standard Reports	11.50 per page
Premium Reports	20.00 per page

All other PDF charges range from \$11.00-\$250.00 per image. No offline transmission charges apply.

**9. Westlaw Doc & Form Builder**

Westlaw Doc & Form Builder	\$13.00-\$131.00 per document
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**10. Alert Services Charges**

Alert Services Charges	
Alert Newsletter	\$0.00 per newsletter Capitol Watch
Tracks	6.00 per transaction
KeyCite Alert – Continuous	15.00 per day per transaction
KeyCite Alert – Daily	6.00 per transaction
KeyCite Alert – Non-Continuous	6.00 per transaction
Publication Alert	0.00 per transaction
WestClip Continuous	5.00 per day per transaction
WestClip Non-Continuous	0.00 per transaction

Alert charges incur on the run of the alert.



# Order Form

# Order ID: Q-07509717

Contact your representative john.perry@thomsonreuters.com with any questions. Thank you.

**Sold To Account Address**

Account #: 1000335903  
WV ENVIRONMENTAL PROTECTION  
DIV  
LEGAL SERVICES  
601 57TH ST SE  
CHARLESTON WV 25304-2345 US

“Customer”

**Shipping Address**

Account #: 1000335903  
WV ENVIRONMENTAL PROTECTION  
DIV  
LEGAL SERVICES  
601 57TH ST SE  
CHARLESTON WV 25304-2345 US

**Billing Address**

Account #: 1000335903  
WV ENVIRONMENTAL PROTECTION DIV  
LEGAL SERVICES  
601 57TH ST SE  
CHARLESTON, WV 25304-2345  
US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as “Thomson Reuters”, “we” or “our,” in each case with respect to the products and services it is providing, and Customer will be referred to as “you”, or “your” or “Client”.

**Thomson Reuters General Terms and Conditions** apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. 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.

**Thomson Reuters General Terms and Conditions for Federal Subscribers** is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf> 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.

### ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$2,892.00	12

### Minimum Terms

Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

### Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

**Banded Product Subscriptions.** You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

### Miscellaneous

**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 shall be interpreted under Minnesota state law and any claim by one of us shall exclusively 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.

**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 customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Excluded Charges And Schedule A Rates.** 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 in the below link. Excluded Charges may 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 9 the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**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.

**Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**Returns and Refunds.** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. 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.

**Document Intelligence Product Specific Terms:** The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: [www.ThomsonReuters.com/DocIntel-PST](http://www.ThomsonReuters.com/DocIntel-PST)

**Product Specific Terms and Information Security Controls:** The following product specific terms and information security controls shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Information Security Controls <http://tr.com/HighQ-InfoSec>

**Service Levels:** Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>

**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 <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-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
- 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

**Amended Terms and Conditions**

**Government Non-Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 30 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 government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

**Acknowledgement: Order ID: Q-07509717**

\_\_\_\_\_  
**Signature of Authorized Representative for order**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

This Order Form will expire and will not be accepted after 11/28/2023.



# Attachment

# Order ID: Q-07509717

Contact your representative john.perry@thomsonreuters.com with any questions. Thank you.

### Payment, Shipping, and Contact Information

**Payment Method:**

Payment Method: Bill to Account  
Account Number: 1000335903  
This order is made pursuant to:

**Order Confirmation Contact (#28)**

Contact Name: Howard, Nicole  
Email: nicole.l.howard@wv.gov

**eBilling Contact**

Contact Name Nicole Howard  
Email **nicole.l.howard@wv.gov**

**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

### ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000335903	WV ENVIRONMENTAL PROTECTION DIV	601 57TH ST SE CHARLESTON WV 25304-2345 US	New

### ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
8	Attorneys	41985648	Gvt - Related Documents For Government (Westlaw PRO™)
8	Attorneys	41935298	Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PRO™)
8	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
8	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government

### Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Nicole	Howard	nicole.l.howard@wv.gov	EML PSWD CONTACT

### Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42077754	Westlaw All Analytical, Enterprise access, Government
41935299	Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PRO™)
41985649	Gvt - Related Documents For Government (Westlaw PRO™)
42510229	Westlaw Edge National Primary Law, Enterprise access, Government



**Subscriber Information**

Account Number (if applicable) 1000335903

Full Legal Name/Entity Wv Envir Prot Div

Business Unit/Dept/Agency \_\_\_\_\_

The applicant's address below is (please check one):  a Commercial Location  a Residence (i.e. a home-based business)

Street Address 601 57TH ST SE

City CHARLESTON Country (if not US) US

State WV Zip 25304

Main Organization Telephone \_\_\_\_\_ Location/Contact/Ext Telephone \_\_\_\_\_

Cell Phone (if no land line available) \_\_\_\_\_ Email Address \_\_\_\_\_

Website \_\_\_\_\_  Check here if no website available

West products have implemented Multi-Factor Authentication and in order to access the public records products you must supply a valid External IP Address or IP Range belonging to your organization that meets the following requirements:

- IP Addresses assigned to jurisdictions outside the United States or West-approved U.S. Territories are prohibited
- IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255.
- All IP addresses must be IPv4 addresses.
- If you do not know your External IP address(es), try the following:
  - Contact your network administration, firewall or security team
  - Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)

Go to the following URL in your browser: <http://tools.whois.net/yourip/> or <http://www.whatismyip.com> to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)

**Internet Service Provider Name:** \_\_\_\_\_

**IP Address:** \_\_\_\_\_

**IP Address Range:**

Beginning IP Address: \_\_\_\_\_ Ending IP Address: \_\_\_\_\_

Beginning IP Address: \_\_\_\_\_ Ending IP Address: \_\_\_\_\_

REQUIRED

**ALL REQUESTED INFORMATION MUST BE PROVIDED OR YOUR ORDER MAY BE DELAYED OR PRODUCT ACCESS LIMITED**

**SUBSCRIBER INFORMATION**

**Select Type of Government**

- US – Federal
- US – State
- US – Local
- Tribal Government \_\_\_\_\_  
*(Please describe)*
- Other Government: \_\_\_\_\_  
*(Please describe)*

**Select Type of Academic Institution**

- Privately Funded Academic Institution (non-government funded)
- Government Funded Academic Institution

**DATA USE INFORMATION**

<b>Do your end users have arrest powers?</b>	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes
<b>Will you be using the product in relation to the collection of consumer debt (i.e., financial obligations of a consumer relating to a transaction for personal, family, or household purpose)?</b>	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes
<b>Will you have end users at any location other than listed above?</b> – If yes, please attach a completed Addendum to Account Validation and Certification Form – Multiple Locations.	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes
<b>Are you requesting “unmasked data” or full display of full Security Numbers, full Date of Birth and/or Driver’s License information?</b> – If yes, please attach a completed Addendum to Account Validation and Certification Form – Unmasked Data Request	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes
<b>Will you be using the product, in whole or part, for any consumer-initiated application in order to determine and individual’s eligibility for employment, credit, housing, insurance for personal, family, household or government benefit-related purposes?</b>	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes
If you are using World-Check data in order to screen an individual, either in their individual capacity or in relation to a business, to determine whether to enter into a business relationship, you understand and agree that you must direct your search subject to the World-Check Privacy Statement located at, <a href="https://www.refinitiv.com/en/products/world-check-kyc-screening/privacy-statement">https://www.refinitiv.com/en/products/world-check-kyc-screening/privacy-statement</a> .	<input type="checkbox"/>	Agreed	<input type="checkbox"/>	No

<b>Describe in detail your purpose/use case for using this product:</b>				

	<b>PERMISSIBLE USE SELECTIONS</b>	
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**Permissible Use under Gramm Leach Bliley Act**

Your use of certain consumer data within the product is limited by the U.S. Gramm-Leach-Bliley Act (15 U.S.C. 6801 et. seq.). In order to access this data, you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the "no permissible use" option.

- You certify there is no permissible use.
- For use by a person holding a legal or beneficial interest relating to the consumer.
- For use in complying with federal, state, or local laws, rules, and other applicable legal requirements.
- For use as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
- For use in complying with a properly authorized civil, criminal, or regulatory investigation, subpoena, or summons by federal, state, or local authorities.
- For use to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.
- For use by any Law Enforcement Agency, self-regulatory organizations or for an investigation on a matter related to public safety.
- To persons acting in a fiduciary or representative capacity on behalf of the consumer.
- For required institutional risk control or for resolving consumer disputes or inquiries.
- With the consent or at the direction of the consumer.

**Permissible Use under Drivers Privacy Protection Act**

Your use of certain driver's record and vehicle data is limited by the U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.). In order to access this data, you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the "no permissible use" option.

- You certify there is no permissible use.
- For official use by a Court, Law Enforcement Agency or other Government agency.
- To verify or correct information provided to you by a person in order to prevent fraud, pursue legal remedies or recover a debt; skip tracing.
- For use in connection with a civil, criminal or arbitral legal proceeding or legal research.
- For use in connection with an insurance claims investigation or insurance antifraud activities.

	<b>NEXT STEPS</b>	
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- The information provided on this AVC form will be reviewed by our internal credentialing team and, if required, an onsite inspection will be conducted by Thomson Reuters authorized third party. To coordinate the onsite inspection, the third party will contact you directly to arrange a convenient day and time for the visit. Law enforcement agencies and federal and state government agencies are not required to complete an onsite inspection.
- The inspector will seek to verify, among other things, the physical, technical and/or administrative safeguards in place to keep Thomson Reuters data safe and confidential.
- The onsite inspection will last approximately 30 minutes, during which time the inspector will ask certain questions and gather observations intended to validate the information provided on this AVC Form. In addition, as is customary in the industry, the inspector will take a few photos of the premises, internal and external, to document your physical location as well as security measures and safeguards. At the time of the inspection, it is important that you assign an individual(s) capable of answering pertinent questions to meet with the inspector.

<b>Please provide the name and phone number of the person you would like us to contact to schedule the required on-site inspection (s).</b>	
Name	Telephone Number:
	Email:

<b><u>Has Thomson Reuters onsite inspected any of your locations in the last 6 months?</u></b>	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes
Account Name	Account Number			
If yes, approximately when was the onsite performed				

	<b>CERTIFICATIONS</b>	
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By signing below, you certify that:

- **YOU UNDERSTAND THAT THOMSON REUTERS IS NOT A CONSUMER REPORTING AGENCY AND THIS SERVICE DOES NOT CONSTITUTE A "CONSUMER REPORT" AS SUCH TERM IS DEFINED IN THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C.A. §§ 1681 ET SEQ. YOU ARE STRICTLY PROHIBITED FROM USING ANY DATA, IN WHOLE OR IN PART, AS A FACTOR IN ESTABLISHING A CONSUMER'S ELIGIBILITY FOR CREDIT, INSURANCE, EMPLOYMENT, OR FOR ANY OTHER PURPOSE AUTHORIZED UNDER THE FCRA OR AS THE BASIS FOR TAKING ADVERSE ACTION REGARDING ANY CONSUMER APPLICATION.**
- End users will access and use the data, including personally identifiable information, in accordance with all applicable laws, rules, and regulations. No individual shall access records that require a permissible use unless such a permissible use exists. It is your responsibility to seek guidance and clarification in case of any questions about the proper use of a product. **YOU ARE RESPONSIBLE FOR ANY UNAUTHORIZED COLLECTION, ACCESS, USE, AND DISCLOSURE OF ANY DATA ACCESSED THROUGH OUR PRODUCTS.**
- You will ensure that Thomson Reuters products are accessed and used in a manner that always preserves the strict confidentiality of all data. You agree to put processes in place to ensure that you and all authorized users comply with the following both when working from your authorized business location(s) and remotely: (1) products will only be accessed through password protected Wi-Fi networks, virtual private networks, and other secure applications and methods of communications, (2) all security measures on laptops and other devices will be activated before accessing our products, (3) authorized users will never extract or store data remotely on laptops or mobile devices, (4) authorized users will not write down or maintain any data in an unsecure fashion in any form, (5) laptops or device screens will not be visible through

exterior windows when accessing our products, (6) authorized users will not access products in a public areas or where conversations could be overheard, and (7) authorized users will not allow anyone to use their work laptop or other device for any reason.

- You will maintain a comprehensive information security program, including systems, facilities, and procedures to safeguard the data and that you have experience in maintaining the confidentiality, security, and appropriate use of such information.
- You agree to immediately notify Thomson Reuters of any actual or suspected breach or access to data that may result in the unauthorized collection, access, use or disclosure of any data. You agree to make all reasonable efforts to assist Thomson Reuters and our data providers in relation to any investigation, claim, litigation or other action related to your access, use or disclosure of data.
- You and your end users are not and will not be involved in credit fraud, identification theft, stalking, harassment, any unethical business practices or illegal activity nor will you further such activities by your customers.
- All information provided on this AVC Form and addendum(s) is true and correct and is applicable to all of your authorized users and locations. You will immediately notify Thomson Reuters of any changes to the information provided in this form or during the credentialing process, including location changes. You understand that Thomson Reuters may periodically require you to re-certify the information provided herein.
- You are an authorized signatory for this account.

**AUTHORIZED REPRESENTATIVE:**

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Signature:** \_\_\_\_\_

Once this document is completed and signed by an authorized representative, please provide it to your West Sales Consultant with a signed order or fax it to 866-294-1042 or email to [west.avtcredentials@thomson.com](mailto:west.avtcredentials@thomson.com).

All information is subject to verification and approval by Thomson Reuters.

# Customer Credentialing & Onsite Inspection FAQs



Respecting information privacy and security is an integral part of Thomson Reuters culture and values. CLEAR® and Public Records on Westlaw, including People Map and Company Investigator, are investigative and legal research products that include personally identifiable information (e.g., name, address, phone number) and sensitive personal information (e.g. Social Security Numbers, DOB, Driver's License Number, etc.). Prior to providing access to this sensitive data, Thomson Reuters believes that it is vital to know who our customers are and to understand their need to access consumer PII and sensitive PII. This credentialing process also ensures that our customers are getting the most out of their public records subscriptions.

## WHO IS SUBJECT TO CREDENTIALING?

Customers seeking access to people-related content within our public records products will be required to successfully complete our credentialing process and, unless excepted, undergo a physical onsite inspection. It is through our credentialing process that we validate that the customer is a legitimate business entity and that it has an appropriate need for this information. Our credentialing process allows Thomson Reuters to include higher quality data in CLEAR and Westlaw Public Records.

## WHAT DOES THE CREDENTIALING TEAM REVIEW?

Each customer is asked to complete the appropriate Account Validation and Certification (AVC) form and to provide the certain information about their business and their use of the product. Examples of information we ask for include:

- **SUBSCRIBER INFORMATION:** Full legal name of the business, location and contact information, and IP address information
- **ACCOUNT INFORMATION AND DATA USE:** Business structure, business licensing, principal information, length of existence, and questions regarding how our data will be used
- **BUSINESS TYPE CERTIFICATION (Corporate and Law Firms only):** Corporate and Law Firm subscribers indicate their type of business.
- **PERMISSIBLE USE SELECTIONS:** Gramm-Leach-Bliley Act and Drivers Privacy Protection Act permissible use certifications
- **CERTIFICATIONS:** Additional certification around the use of Thomson Reuters data, include express prohibitions against using the data for any purpose governed by the Fair Credit Reporting Act

## IS CREDENTIALING A COMMON PRACTICE IN THE INDUSTRY?

Yes, other organizations offering access to content containing sensitive personal information likely have similar customer vetting programs in place.

## WHO PERFORMS THE BUSINESS REVIEW AND THE ONSITE INSPECTION?

The information provided on your AVC form will be reviewed by our internal credentialing team and the onsite inspection will be conducted by an authorized third party. To coordinate the onsite inspection, one of these entities will call you directly to arrange a convenient day and time for the visit.

## WHAT IS THE SCOPE OF THE ONSITE INSPECTION?

The inspector will seek to verify that there are safeguards in place to keep Thomson Reuters data safe and confidential. The scope of the inspection will include:

- **PHYSICAL SECURITY:** Are there sufficient controls in place to prevent the unauthorized external access to the customer's facility?
- **INTERNAL SECURITY:** Are there sufficient internal controls in place to protect and control physical access to Thomson Reuters data?
- **DATA SECURITY:** Are the customer's systems, storage methods, and data destruction appropriate to secure Thomson Reuters data?
- **INFORMATION CONFIRMATION:** Does the customer's physical business match the disclosed use case and business type on the AVC form? Are there any discrepancies between what was provided on the AVC form and findings from the actual onsite inspection?
- **PHOTOGRAPHS:** For audit purposes, our onsite inspectors are required to take photos of the customer's site to substantiate the onsite report and will include: (1) end user workspaces, (2) document storage security protocol, (3) document destruction protocol, and (4) physical location of the commercial location.

## HOW MUCH TIME DOES A TYPICAL ONSITE INSPECTION TAKE?

The onsite inspection will last approximately 30 minutes, during which time the inspector will ask certain questions and gather certain observations intended to validate the information provided on the AVC form. As is customary in the industry: the inspector will take a few photos of the premises, internal and external, in order to document the customer's physical location as well as security measures and safeguards. At the time of the inspection, it is important that the customer assign an individual or individuals capable of answering pertinent questions to meet with the inspector.

**Thomson Reuters is not a consumer reporting agency and none of its services or the data contained therein constitute a 'consumer report' as such term is defined in the Federal Fair Credit Reporting Act (FCRA), 15 U.S.C. sec. 1681 et seq. The data provided to you may not be used as a factor in consumer debt collection decisioning, establishing a consumer's eligibility for credit, insurance, employment, government benefits, or housing, or for any other purpose authorized under the FCRA. By accessing one of our services, you agree not to use the service or data for any purpose authorized under the FCRA or in relation to taking an adverse action relating to a consumer application.**

