

## **Order Form**

Contact your representative jason.enders@thomsonreuters.com with any questions. Thank you.

### Order ID: **845759**

262-524-3520

#### **Subscriber Information**

Account Address:
Account #: 1000616506
WAUKESHA CITY ATTORNEY
CITY HALL
201 DELAFIELD ST
WAUKESHA, WI 53188
US

Shipping Address: Account #: 1000616506 WAUKESHA CITY ATTORNEY CITY HALL 201 DELAFIELD ST WAUKESHA, WI 53188 US 262-524-3520 Billing Address:
Account #: 1000616506
WAUKESHA CITY ATTORNEY
CITY HALL
201 DELAFIELD ST
WAUKESHA, WI 53188
US
262-524-3520

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "w e" or "our" and Subscriber means "you", "my" or "|".

## Online/Practice Solutions/Software and Print/ProView eBooks Programs

Online/Practice Solutions/Software					
Svc Mat #	Product	Qty	Unit	Minimum Term (Months)	TermandIncrease
40988757	Government Select Level 2 States (WestlawNext <sup>TM</sup> ) (Banded)  See Attachment for Select Product details	5	Atty(s)	36	Year2-1% Year3- 1%

### Minimum Terms

Monthly Charges begin on the date West Publishing Corporation ("West, "we" or "our") processes your order and continue for the number of complete calendar months listed in the Minimum Term column above. Based on above terms listed you agree to the length and year over year increases.

During my subscription terms, I am also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after 30 days written or online notice.

#### **Post Minimum Terms**

For Online/Practice Solutions/Software: Your subscription will change to a month-to-month status at the end of the Minimum Term, and your applicable Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Order charges for print/eBook products not on subscription: N/A

Initial order charges for print/eBooks products with updates billed upon shipment: N/A

Initial Monthly Charges for Products under 36 month Minimum Term: \$1,069.20

Estimated total Monthly Charges for the initial 12 months: \$1,069.20

Totals above do not reflect applicable taxes and transportation charges or updates billed upon shipment. Please see the Miscellaneous section below for details.

These Monthly Charges show the first year's Monthly Charges (and are combined if multiple products are ordered) with the same contract term and are subject to increase per the terms of this agreement.

#### Miscellaneous

Charges, Payments Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**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.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card or debit and electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

Returns and Refunds. You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Different policies apply to print products you receive as part of a program such as Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack and WestPack. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <a href="http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf">http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf</a> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

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

The General Terms and Conditions, apply to all products ordered, except print and is located at

http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf. The General Terms and Conditions for Federal Subscribers, is located at <a href="http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf">http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf</a>. In the event of a conflict 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.

**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 <a href="http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf">http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf</a>. 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.

- CD-ROm Products/DVD Products
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- \_ Time and Billing
- West km software
- West LegalEdcenter
- Westlaw Doc and Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Campus Research
- ProView eBooks

**Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our thencurrent rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <a href="http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf">http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf</a> and <a href="http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf">http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf</a>. Excluded Charges may change after 30 days written or online notice.

**Banded Products Subscriptions** The number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students for the banded products you ordered appear in the Quantity column above. Our pricing for banded products is made in reliance upon that number. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable. Law firm and government subscribers of banded products will receive one (1) password for each attorney and an equal number of passwords for non-attorneys.

#### NON-AVAILABLITY OF FUNDS FOR WestlawPRO GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).

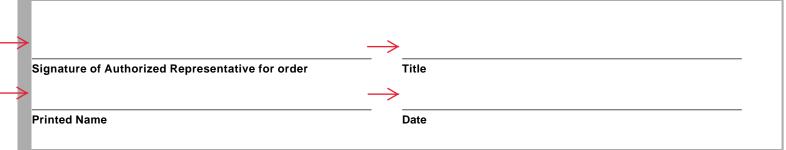
If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates)

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 845759

#### **ACKNOWLEDGMENT**

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of Subscriber.



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## **Attachment**

Contact your representative jason.enders@thomsonreuters.com with any questions. Thank you.

Order ID: 845759

#### **Payment and Shipping Information**

**Payment Method:** 

Payment Method: **WestAccount** Account Number: **1000616506** 

**Shipping Information:** 

Shipping Method: Ground Shipping - U.S. Only

## Additional Information

Created By: **0061829**Order Source: **27**Revenue Channel: **01** 

Order Date: 11/10/2016 11:50:03 AM

P.O. Number: Additional Data B: **5** 

## **Product and User Details**

## **Banded Products for all users below**

|40988757 Government Select Level 2 States (WestlawNext<sup>TM</sup>) (Banded)

User	Position	Email
Miles Eastman	Attorney	meastman@ci.waukesha.wi.us
Julie Gay	Attorney	jgay@ci.waukesha.wi.us
Anne Iselin	Attorney	aiselin@ci.waukesha.wi.us
Rebecca Pipp	Non-Attorney	rpipp@ci.waukesha.wi.us
Brian Running	Attorney	brunning@ci.waukesha.wi.us

## **CustomPro Product Details**

Material ID	Description
40982589	Primary Law with KeyCite®: All — Wisconsin (WestlawNext <sup>TM</sup> )
40981520	All Primary Law (WestlawNext <sup>TM</sup> )
40982258	Analytical Library Wisconsin (WestlawNext™)
40983457	Civil Pleadings, Motions, and Memoranda (WestlawNext <sup>TM</sup> )
40982103	Legal Research Library (WestlawNext <sup>TM</sup> )
40981667	Municipal Law Practitioner Core — Wisconsin (WestlawNext <sup>TM</sup> )
41024657	Related Documents (WestlawNext <sup>TM</sup> )
40980515	State Briefs Plus — Wisconsin (WestlawNext™)

Lapse Subscriptions				
Active Subscriptions to Lapse	<b>Contract Number</b>	Material ID		
GOVERNMENT SELECT ON WESTLAW	0124182843	40988670		
GENERAL COUNSEL ALL PRIMARY LAW ON WESTLAW	0124182847	40973997		
GENERAL COUNSEL CIVIL PLEADINGS MOTIONS AND MEMORANDA ON WESTLAW	0124182853	40976460		
LEGAL RESEARCH LIBRARY ON WESTLAW	0124182858	40974231		
PRACTICAL LAW LABOR AND EMPLOYMENT PLUS ALL STATES ON WESTLAW	0124182867	41635646		
RELATED DOCUMENTS ON WESTLAW	0124182871	41024656		
WI ADMINISTRATIVE MODULE ONLY ON WESTLAW	0124182844	40975658		
WI ANALYTICAL LIBRARY ON WESTLAW	0124182850	40973697		
WI APPELLATE COURT BRIEFS PLUS ON WESTLAW	0124182874	40974575		
WI LEGISLATIVE HISTORY ON WESTLAW	0124182861	40974660		
WI MUNICIPAL LAW PRACTITIONER CORE ON WESTLAW	0124182864	40974411		
WI PRIMARY LAW WITH KEYCITE ALL ON WESTLAW	0124182868	40973878		
WI STATE CIVIL COURT DOCUMENTS ON WESTLAW	0124182877	40977152		
CNC CONCOURSE MATTER ROOM MODULE FOR GOVERNMENT	0124182856	41556710		
CONCOURSE DATA ROOM EXTENDED CORE	0124182857	41556937		

Order Contact Information					
First Name	Last Name	Email Address	<b>Contact Description</b>	Contact Number	
Brian	Running	brunning@ci.waukesha.wi.us	<b>Order Confirmation Contact</b>	28	
Brian	Running	brunning@ci.waukesha.wi.us	Primary Password Contact	24	

# Office Use Only

- Exception Approval Code:E501852
- Additional Contract Information included on Order. See below.

- Worksheet Custom Pro: <a href="https://ordermation.west.thomson.com/esigs/of.aspx?">https://ordermation.west.thomson.com/esigs/of.aspx?</a> pordergroupid=afed9fc7b37b419c87d5beb8587f636e&pfv=true
- OF Ver:https://ordermation.west.thomson.com/esigs/ofversion.aspx? pfv=true&ordergroupid=f4f962fb22204b9b9e51440985783042&isofview=yes