

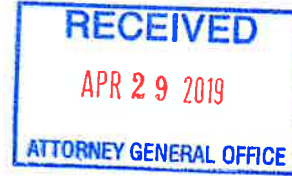
From: [Borsykowsky, David](#)
To: slg-foia@lexisnexis.com
Subject: Joshua Roslan PRA request 4-29-19
Date: Thursday, May 2, 2019 2:03:43 PM
Attachments: [2019-04-26 Roslan PRA request.pdf](#)
[Westlaw 29608 redact.pdf](#)
[Westlaw 29608 - CO1.pdf](#)

Mr. Roslan:

This is in response to the attached public records request, which our office received this week. Attached is a copy of the contract between the State of Vermont and WestLaw/Thompson Reuters, which includes the on-line legal research utilized by the Office of the Attorney General. The only redaction (noted in the document) relates to specific information for password management for the users of the service. We believe this is the complete response to your request.

Thank you and best regards.

David Borsykowsky
Assistant Attorney General
General Counsel and Administrative Law
109 State Street
Montpelier, Vermont 05609
David.Borsykowsky@vermont.gov
(802) 828-5623



April 2019

ATTN: FOIA Administrator
Vermont Attorney General's Office
109 State Street
Montpelier, VT 5609

Pursuant to your state freedom of information law [**Vt. Stat. Ann. Tit. 1, Secs. 315 to 320**], we respectfully request you to release copies of the following records retained by the agency:

*A complete copy of any and all current contracts that the agency has entered into for the provision of **online legal research with any provider**, including but not limited to Thomson Reuters® (Westlaw®).*

Please contact me via email SLG-FOIA@lexisnexis.com if you have questions or concerns regarding this request. It is requested that you submit electronic copies of the documents through e-mail if possible.

- Contact me at the email address above if fees will be associated with this request.
- If any portion of this request is denied, please identify the records determined to be exempt and the basis for the exemption claimed.

Sincerely,

Joshua Roslan
Pricing Analyst
State & Local Government Segment
Specialized Legal Markets Strategy
LexisNexis | Specialized Law
9443 Springboro Pike
Miamisburg, Ohio 45342

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

Contract # 29608**1. Parties**

This is a contract for services between the State of Vermont, Department of Libraries (hereafter called "State") and West Publishing Corporation, with a principal place of business in Eagan, Minnesota (hereafter called "Contractor"). Contractor's form of business organization is corporation. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter

The subject matter of this contract is services generally on the subject of on-line legal research services. Detailed services to be provided by the contractor are described in Attachment A and the Research Subscriber Agreement and Special Offer Amendment attached as Attachments E and F, which are incorporated into and made a part of this contract.

3. Maximum Amount

In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$987,372.00.

4. Contract Term

The period of Contractor's performance shall begin on August 1, 2015 and end on June 30, 2025 (the "Term").

5. Prior Approvals

If approval by the Attorney General's Office, Secretary of Administration, DII CIO/Commissioner, or Chief Marketing Officer is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by such persons.

- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is required.
- Approval by the CIO/Commissioner of DII is not required.
- Approval by the CMO/Marketing Services is not required.

6. Amendment

This contract represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. Attachments

This contract consists of 25 pages including the attachments which are incorporated herein and made a part of the agreement between the State and Contractor ("Agreement"):

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

- Attachment A – Specifications of Work to be Performed
- Attachment B – Payment Provisions
- Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date March 1, 2015)
- Attachment D - Other Terms and Conditions
- Attachment E - Contractor’s Research Subscriber Agreement (“RSA”)
- Attachment F – Contractor’s Special Offer Amendment (“SOA”)

8. Order of Precedence

The Parties agree that the Contract Documents are intended to be read in harmony to create a single contract. Any ambiguity or conflict in the Contract Documents, shall be resolved according to the following order of precedence:

- 1) Standard Contract
- 2) Attachment A (Specification of Work to be Performed)
- 3) Attachment B (Payment Provisions)
- 4) Attachment C (Standard Contract Provisions for Contracts and Grants)
- 5) Attachment F – Contractor’s Special Offer Amendment (“SOA”)
- 6) Attachment E (Research Subscriber Agreement)
- 7) Attachment D - Other Terms and Conditions

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT:

By the State of Vermont Department of Libraries:

By West Publishing Corporation:

Signature: Martha Reid
 Name: Martha Reid
 Title: State Librarian

Signature: *[Handwritten Signature]*
 Name: NM LEONARD
 Title: Insurance Analyst
29 July 2015 9:11am

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

**ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED****1. PURPOSE**

This Contract sets forth the terms and conditions under which Contractor agrees to provide to the State its web-based, Contractor-supported legal research solution referred to herein as “Westlaw.” This Contract specifies the obligations of each party with additional provisions detailed in the attached Attachments.

2. CURRENT SYSTEM

Prior to the effective date of this Contract, State and the Contractor had a contract for Westlaw services dated as of August 31, 2011 which expired June 30, 2015 and was subsequently extended to expire on July 31, 2015 (the “2011 Contract”). Further the Contractor currently has a contract with the State of Vermont Office of Legislative Council dated as of June 9, 2014 (the “Legislative Council Contract”) and the State of Vermont Department of Public Service dated as of March 29, 2013 (the “DPS Contract”). The parties acknowledge and agree that as of the effective date of this Contract, the Legislative Council Contract and the DPS Contract are hereby terminated and are no longer in force or effect.

3. WESTLAW

Contractor agrees that, with the exception of Black’s Law Dictionary, which will be provided to all included agencies, Contractor shall provide the same content sets, or their equivalents, as was provided to each of them as of July 31, 2015, all as more fully set out in the Research Subscriber Agreement (Attachment E) and the Special Offer Amendment (Attachment F).

4. AUTHORIZED USERS

Up to 500 users (“User Limit”) authorized by the State to use Westlaw may access and use Westlaw under the terms of this Contract. Such use may only be for internal purposes of the State of Vermont. Authorized users are employed by the following agencies and departments of the State of Vermont:

Account Name

VT Agency of Administration
VT Agency of Agriculture
VT Agency of Commerce & Community
Development
VT Agency of Education
VT Agency of Human Services
VT Agency of Natural Resources
VT Agency of Transportation
VT Attorney General
VT Judiciary
VT Defender General
VT Dept. of Financial Regulation
VT Dept. of Human Resources

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

VT Dept. of Labor
VT Dept. of Public Safety
VT Green Mountain Care Board
VT Human Rights Commission
VT Law School
VT Legislative Council
VT Natural Resources Board
VT Public Service Board
VT Public Service Department
VT Secretary of State
VT State Colleges
VT State's Attorney

In the event that the State chooses to add additional users over 500 or additional State agencies to the above list, the State will be billed to the agency at a rate of \$30 per user per month, in addition to the fixed monthly cost, as set out in Attachment B paragraph 4. Contractor acknowledges and agrees that if any of the foregoing agencies or departments shall be reorganized or renamed, persons employed by the reorganized or renamed entity shall be entitled to use Westlaw in accordance with this Contract. For clarity, the intention is that if an agency is being re-named or re-structured (e.g., the Department of Public Safety becomes the Department of Homeland Security), but the actual user groups and end users are the same, then there will be no additional charge. However, if a new department is created with new end users/new user groups, then the newly created agency will be charged at the rate of \$30 per user per month, in addition to the fixed monthly charged. If an existing Vermont agency that is not included in the list of Authorized Users (Section 4, above), wishes to obtain access under the Contract, the agency will constitute a new user group and will be charged at the rate of \$30 per user per month.

5. ACCOUNT MANAGEMENT

Contractor will designate an individual to serve as the State's Account Manager who will: (i) be a senior employee within Contractor's organization, with the information, authority and resources available to properly discharge the responsibilities required hereunder; (ii) serve as primary point of contact and the single-point of accountability and responsibility for all Contract-related questions and issues and the provision of services by Contractor; (iii) have day-to-day responsibility for, and authority to manage, State customer satisfaction; and (v) be available for on-site training upon request and by telephone during regular business hours. AS of the date of this Contract, the State's Account Manager shall be Nicholas Cicero.

Contractor's Account Manager shall be responsible for all tasks necessary to ensure a successful transition to Contractor's WestlawNext. These tasks shall include assistance with password changes and on-site and telephone training.

6. WESTLAWNEXT

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

Contractor shall provide the State its WestlawNext functionality as set forth in the Special Offer Amendment.

7. TECHNICAL ASSISTANCE

Contractor shall provide 24 hour, seven day a week telephone and on-line technical assistance in order to answer questions, document comments or suggestions, process requests for passwords and provide other technical or administrative assistance regarding Westlaw. Customer support can be accessed by telephone at 800-937-8529 (1-800-WESTLAW) or email at technicalsupport@thomsonreuters.com. Access to customer service, such as telephone numbers and email addresses, may change during the Term of this Contract; such changes may be communicated to the State without the need for formal amendment to this Contract. Contact information for customer service, such as telephone numbers and email addresses, may change during the Term of this Contract; such changes may be communicated to the State without need for formal amendment to this Contract.

8. RESEARCH SERVICES

In addition to the Account Manager and technical assistance, Contractor shall provide telephone and email access to its reference attorney staff. Reference attorneys shall be available 24 hours, seven days a week at 1-800-733-2889 (1-800-REF-ATTY) or at referenceattorneys@thomsonreuters.com. Any enhancements to the research services during the term of this Contract shall be provided to the State at no extra cost as set forth in the applicable Research Subscriber Agreement and Special Offer Amendment. Contact information for research service, such as telephone numbers and email addresses, may change during the Term of this Contract; such changes may be communicated to the State without the need for formal amendment to this Contract.

9. TRAINING

In addition to the training to be provided by Contractor during the transition to WestlawNext, Contractor shall make available web-based, self-paced on-line training at training.westlaw.com which shall include courses designed for paralegals. Contractor shall also make available personalized one-on-one training by telephone Monday through Friday, 7:00 AM-7:00PM, Central time at 1-800-328-0109. Finally, Contractor shall provide customizable, on-site, small group training upon the State's request. Contact information for training services, such as telephone numbers and email addresses, may change during the Term of this Contract; such changes may be communicated to the State without the need for formal amendment to this Contract.

10. QUICKVIEW

Contractor shall make its Quickview internet based billing and reporting service available for State use at no additional cost. Quickview shall facilitate usage tracking and reporting.

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

11. PASSWORDS

Contractor shall assign each user a separate Westlaw password in accordance with the terms of the Special Offer Amendment attached hereto as Attachment F. Westlaw passwords may only be used by the person to whom the password is issued. In the event Contractor has actual knowledge that a password has been used by a person other than the person to whom the password has been issued, it shall notify the State. The State shall have fifteen business days to investigate the complaint and address the issue to the mutual satisfaction of the parties. Nothing in this paragraph shall diminish other rights West may have with respect to passwords, as set out in the Subscriber Agreement and the Special Offer Amendment.

12. RESEARCH SUBSCRIBER AGREEMENT

The State's use of Westlaw shall be governed by the Research Subscriber Agreement attached to this Contract as Attachment E and the Special Offer Amendment attached as Attachment F.

13. NOTICES

All notices must be given in accordance with the terms of this Section and shall be sent to the addresses set forth below (or such other addresses as may be provided from time to time). Each of the parties agree that if any notices are sent to State via electronic mail or facsimile transmission, and such notices require a consent, express or implied, or other affirmative action from State, then, in addition, the parties shall provide a hard copy of such notice to State, either via hand delivery, certified mail or overnight courier. All notices required by this contract shall be directed to:

if for the State:

State of Vermont
Department of Libraries
Brittney Wilson
Executive Assistant
109 State Street
Montpelier, VT 05609
brittney.wilson@vermont.gov

and if for the Contractor:

The address specified in the Research Subscriber Agreement or Special Offer Amendment, attached hereto.

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

**ATTACHMENT B
PAYMENT PROVISIONS**

The maximum amount of this Contract shall not exceed \$987,372. This maximum amount is not intended under this Contract as any form of a guaranteed amount.

1. A certificate of insurance must be submitted prior to commencement of work and release of payments (Attachment C, Section 7).
2. Invoices must be rendered on Contractor's standard billhead or official letterhead. Contractor shall submit invoicing on a monthly basis. Invoices shall be submitted to:

State of Vermont
Agency of Administration
Business Office
Stephanie Fuller
133 State Street
Montpelier, VT 05609
802-828-1034
stephanie.fuller@vermont.gov

Payment terms shall be Net 30.

3. Contractor shall be paid based on documentation and itemization of work performed and included in invoicing as required by 32 VSA §463.
4. SERVICES – As of the Effective Date of this Agreement, Contractor shall be paid monthly in arrears for the services, based on the rates set out in the Special Offer Amendment attached hereto as Attachment F.

Further, (a) in the event the number of authorized users exceeds 500 users in any given month the Contractor shall invoice the State at a rate of \$30.00 for each such user per month, in addition to the Fixed Monthly Cost, as set forth in the Special Offer Amendment; and (b) if additional agencies (i.e., agencies not listed above or in the Special Offer Amendment) are added during the Term, the Contractor shall invoice the State at a rate of \$30.00 for each such user per month, in addition to the Fixed Monthly Cost, as set forth in the Special Offer Amendment. Any such additional charge shall be itemized, by agency or department, on the monthly invoice and include reference to the name of the new user.

5. EXPENSES: The fee for services shall be inclusive of expenses.

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS**

1. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. Applicable Law: This Agreement will be governed by the laws of the State of Vermont.

3. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

4. Appropriations: Using the process set forth in the Special Offer Amendment: (a) If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority; and (b) In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence, Liability: The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain Council and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any wrongful act or omission of the Party.

7. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.)

Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

20. Internal Controls: In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

21. Mandatory Disclosures: In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

22. Conflict of Interest: Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

(End of Standard Provisions)

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

ATTACHMENT D

OTHER PROVISIONS

1. CONTRACTOR DOCUMENTATION.

In no event shall any Contractor Document: (a) require indemnification by the State of the Contractor; (b) waive the State's right to a jury trial; (c) establish jurisdiction in any venue other than the Superior Court of the State of Vermont, Civil Division, Washington Unit; (d) designate a governing law other than the laws of the State of Vermont; (e) constitute an implied or deemed waiver of the immunities, defenses, rights or actions arising out of State's sovereign status or under the Eleventh Amendment to the United States Constitution; or (f) limit the time within which an action may be brought hereunder.

2. SUBCONTRACTORS

Contractor shall be responsible for directing and supervising each of its subcontractors and any other person performing any of the Work under an agreement with Contractor. Contractor has provided to the State a list of all subcontractors, together with the identity of those subcontractors' workers compensation insurance providers. Contractor shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing any of the Services under an agreement with Contractor or any subcontractor.

3. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no outstanding litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The products and services are provided "as is"; however, Contractor will provide indemnification to the State for any third-party intellectual property claims as set out in the Research Subscriber Agreement and Special Offer Amendment attached and made a part of this Agreement.
- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

- (vi) Contractor has no past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

4. INDEMNIFICATION.

The Contractor acknowledges and agrees that the laws and the public policy of the State of Vermont prohibit the State from agreeing to indemnify contractors and other parties. The Contractor agrees that, to the extent a Contractor Document expressly provides for or implies indemnification of the Contractor and/or other third parties by the State, such sections shall be waived and shall have no force and effect with respect to the State.

Notwithstanding anything to the contrary set forth in Attachment C of this Contract, the Contractor shall have no obligation to indemnify the State, its officers or employees from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable to the acts or omissions of the State, its officers, employees or agents.

5. LIMITATION OF LIABILITY.

THE STATE AGREES TO LIMIT THE CONTRACTOR'S LIABILITY FOR DAMAGES TO THE STATE TO THE MAXIMUM CONTRACT AMOUNT, AS THE SAME MAY BE AMENDED FROM TIME TO TIME. THIS LIMITATION SHALL NOT APPLY TO STATE CLAIMS ARISING OUT OF: (A) CONTRACTOR'S OBLIGATION TO INDEMNIFY THE STATE; (B) CONTRACTOR'S CONFIDENTIALITY OBLIGATIONS TO THE STATE; (C) PERSONAL INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY; OR (D) CONTRACTOR'S GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT. IN NO EVENT SHALL CONTRACTOR'S LIABILITY BE LIMITED FOR THIRD PARTY CLAIMS AGAINST THE CONTRACTOR WHICH MAY ARISE OUT OF CONTRACTOR'S ACTS OR OMISSIONS IN THE PERFORMANCE OF THIS CONTRACT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, DAMAGES WHICH ARE UNFORESEEABLE TO THE PARTIES AT THE TIME OF CONTRACTING, DAMAGES WHICH ARE NOT PROXIMATELY CAUSED BY A PARTY, SUCH AS LOSS OF ANTICIPATED BUSINESS, OR LOST PROFITS, INCOME, GOODWILL, OR REVENUE IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

The provisions of this Section shall apply notwithstanding any other provisions of this Contract or any other agreement, and shall survive the expiration or termination of this Contract.

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

6. **SOVEREIGN IMMUNITY.** The Contractor acknowledges that the State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Contract.
7. **GOVERNING LAW; JURISDICTION.** The Contractor agrees that this Contract, including any Contractor Document, shall be governed by and construed in accordance with the laws of the State of Vermont and that any action or proceeding brought by either the State or the Contractor in connection with this Contract shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Contractor irrevocably submits to the jurisdiction of such court in respect of any such action or proceeding. The State shall not be liable for attorneys' fees in any proceeding.
8. **LIMITS ON ACTIONS PROHIBITED.** The Contractor acknowledges and agrees that 12 V.S.A. § 465 renders null and void any contractual provision which limits the time in which an action may be brought under the contract, or waives the statute of limitations.
9. **MISCELLANEOUS**
 - a. **Taxes.** Most State purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The Contractor agrees to pay all Vermont taxes which may be due as a result of this Contract, except those that may be imposed upon the State of Vermont by operation of law.
 - b. **Force Majeure.** Neither the State nor the Contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control making it illegal or impossible to perform their obligations under this Contract, including without limitation, acts of God, acts of civil or military authority, fires, floods, earthquakes or other natural disasters, war or riots. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Contract, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.



Research Subscriber Agreement

RESEARCH SUBSCRIBER AGREEMENT (“Subscriber Agreement”) entered into between “Subscriber” and WEST PUBLISHING CORPORATION, a Thomson Reuters business (“West”) regarding certain West research services, as follows:

1. License Grant. West grants Subscriber a non-exclusive, non-transferable, worldwide, limited license to access and use, in accordance with the provisions expressly set forth herein, the Data (as defined below), features, services, remotely-accessed gateways, and other components of the products named and described in the Agreement (as defined below) (collectively, the “Product”) which may change from time to time. Access to certain Data may be restricted.

a. Usage. Subject to the restrictions set forth in paragraph 2 (License Restrictions) below, Subscriber may use the Product(s), including Data (as defined below) in the regular course of Subscriber’s business, legal, and other research and related work subject to the limitations contained herein. “Data” means all information and representations of information, including, but not limited to, graphical representations, and other content made available to Subscriber through the Product. Subscriber may: (i) display Data internally; (ii) quote and excerpt from Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs, reports, and similar work product created by Subscriber in the regular course of Subscriber’s research and work; and (iii) to the extent not expressly prohibited by the terms of the Agreement, use Data as permitted under the fair use provision of the Copyright Act (17 U.S.C.A. § 107).

b. Storage. Subscriber may store, on a matter-by-matter basis, insubstantial portions of Data in Subscriber’s database, maintained in connection with an active matter being handled by Subscriber in its regular course of business (“Project Database”). Such database must consist preponderantly of Subscriber’s work product, with access to Data limited to internal users who have a need to know such information. Subscriber may maintain Data in the Project Database until the file or case becomes inactive or until any termination of the Agreement, whichever occurs first. Subscriber may also store insubstantial portions of Data in accordance with Subscriber’s records retention policies, provided that such policies are in keeping with prevailing industry standards. For purposes of the Agreement, the term “insubstantial portions” means amounts of Data that (a) have no independent value other than as part of Subscriber’s work product; and (b) could not be used in any way in whole or in part as a substitute for any service or product provided by West, any affiliate of West, or any third-party that licenses, contributes, or otherwise provides Data, features, or other materials to West for inclusion in the Product (“Contributor”).

c. Print Outs. Provided that all printouts and other reproductions of Data retain, unaltered, all proprietary notices appearing on such reproductions, Subscriber may print, or otherwise reproduce, in hard copy form, insubstantial portions of Data in Subscriber’s regular course of business and share such printouts: (i) with Subscriber’s clients in relation to specific, ascertainable matters; and/or (ii) as required or reasonably necessary, to regulatory agencies, court officials, or parties to legal actions in which Subscriber is directly involved.

d. Electronic Distribution. Subscriber may, on an occasional basis and via Product functionality, direct West to transmit individual documents in electronic format to individual internal user(s), and to individual third parties in connection with actual, ascertainable matters being handled by

Subscriber. Subscriber may also include downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such downloaded Data in connection with, or as part of a brief must be limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. All other direct transmission of electronic copies by Subscriber is prohibited.

2. License Restrictions.

a. Usage Restrictions. Subscriber shall not copy, download, scrape, store, publish, post, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell, license, sublicense or otherwise use the Data, or any portion of the Data, in any form or by any means except as expressly permitted by paragraph 1 (License Grant) above, or as otherwise expressly permitted in writing by West. Subscriber shall not reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code of the Products, their components, or any avenue by which Products are accessed. Subscriber shall not use Data (including printouts or downloaded Data) as a component of or as a basis for any material offered for sale, license or distribution to third parties.

b. Compliance with Applicable Law. Subscriber shall not use any Data and shall not distribute any Data to a third party for use in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation.

c. Copyright Notices. Subscriber shall not remove or alter any copyright notices from any saved, downloaded, or otherwise reproduced Data. Subscriber shall indicate that use of, distribution, and dissemination of Data is with the permission of West.

3. Regulated Data. Certain Data available through the Products is subject to heightened regulatory scrutiny under state and federal law (“Regulated Data”).

a. Regulated Data Restrictions

i. Subscriber acknowledges that West provides Regulated Data to support Subscriber’s own processes and decisions, and Subscriber should not deny any service or access based solely on Regulated Data provided through the Product or results provided by West. Subscriber is responsible for any denial of services or access and Subscriber will not deny such services or access without first conducting its own appropriate internal review in conjunction with its decision-making process.

ii. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data as a factor in establishing a consumer’s eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes, or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. § 1681b).

- iii. Subscriber acknowledges that access to Regulated Data, available through the Product, including but not limited to credit header Data, motor vehicle Data, driver license Data, and voter registration Data is regulated by state or federal laws, such as the Gramm Leach Bliley Act ("GLBA"), the Driver's Privacy Protection Act ("DPPA"), or other state or federal laws and regulations, or is subject to Contributor restrictions.
- iv. If Subscriber is permitted to purchase motor vehicle records ("MVR Data") from West, without in any way limiting Subscriber's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:
 - Subscriber shall not use any MVR Data provided by West, or portions of information contained therein, to create or update a file to the end that Subscriber develops its own source of driving history information.
 - As requested by West, Subscriber shall complete any state forms that West is legally or contractually obligated to obtain from Subscriber before serving Subscriber with state MVR Data.
- v. Subscriber agrees not to access Regulated Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to any Additional Terms, as defined in paragraph 5 (Additional Terms) below.
- vi. Subscriber represents and warrants that it is the end user of Regulated Data and shall limit use and dissemination of Regulated Data solely to the permissible uses stated by Subscriber in the application and online (Subscriber's "Permissible Use"). Subscriber agrees to keep confidential and shall not disclose any Regulated Data except to Subscriber employees in the United States of America whose duties reasonably require access to such Regulated Data to carry out Subscriber's Permissible Use.

b. Regulated Data Usage Compliance. West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, reasonably believes that the Data may be or has been used for an improper purpose or otherwise in violation of the terms of the Agreement, or as otherwise required by a Contributor. By accessing Data, Subscriber acknowledges that from time to time, West and its Contributors and/or various government entities will require Subscriber to identify a permissible use (if applicable) and may inquire as to Subscriber's compliance with applicable laws or the Agreement. Subscriber agrees to reasonably cooperate with any inquiry, subject to any attorney-client confidentiality. Subscriber shall immediately report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.

c. Regulated Data Subscriber Credentials. West's provision of access to Regulated Data is contingent on West's verification of Subscriber's credentials in accordance with West's internal credentialing procedures. Subscriber shall notify West immediately of any changes to the information on Subscriber's application for Services and, if at any time Subscriber no longer meets such credentialing requirements, West may terminate Subscriber's access to Regulated Data.

d. Subscriber Responsibility for Use of Regulated Data. Subscriber recognizes that its access to and use of Regulated Data is contingent upon complying with its contractual obligations. Except as otherwise prohibited by law and without waiving any defenses to which it may be entitled, Subscriber is responsible for all damages due to (i) the

misuse of Regulated Data by Subscriber (or any other party receiving such Regulated Data from or through Subscriber); and (ii) Subscriber's breach of any representation, or warranty, or other provision of this Subscriber Agreement relating to its use of or purpose in using Regulated Data. This provision shall not be interpreted to impose on Subscriber liability for the actions of West.

4. Rights in Data. Except for the license granted in this Subscriber Agreement, all rights, title, and interest in the Product, including Data, in all languages, formats, and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and its Contributors.

5. Additional Terms. Certain Data, products and features are governed by specific terms and conditions ("Additional Terms") which are supplemental to and may be different from those set forth either in this Subscriber Agreement or elsewhere in the Agreement. All applicable Additional Terms are available for review at the following locations: <http://legalsolutions.com/westlaw-additional-terms> and <http://legalsolutions.com/clear-additional-terms>. In the event of a conflict between any Additional Terms and terms set forth elsewhere in the Agreement, the Additional Terms will control.

6. Protection of Personal Information. West and Subscriber acknowledge that both parties may be required to comply with various privacy and security requirements, including but not limited to those set forth in paragraph 3.a. (Regulated Data Restrictions) above, the European Union Directive on Data Protection (95/46), and all other applicable legal directives and applicable industry standards (collectively "Privacy Laws") pursuant to which each party wishes to obtain certain undertakings from the other with regard to the use and protection of the Personal Information of either party. For purposes of this Subscriber Agreement, "Personal Information" shall refer to, without limitation, the following types of information: name, address, e-mail address, age, date of birth, telephone number, fax, social security number or equivalent or similar government identification numbers, credit/debit card information, bank account information, logins, passwords, or medical or health records of an identifiable human being. Each party shall be responsible for any collection, access, use, and disclosure of Personal Information subject to this Subscriber Agreement. Without limiting the foregoing, each party shall employ appropriate administrative, physical, and technical safeguards in order to sufficiently protect the Personal Information and any information assets and resources in question. Each party shall promptly notify the other of any event that may result in the unauthorized collection, access, use, or disclosure of Personal Information subject to this Subscriber Agreement ("Information Protection Incident"). The parties shall make reasonable efforts to assist one another in relation to the investigation and remedy of any such Information Protection Incident claim, allegation, action, suit, proceeding, or litigation with respect to the unauthorized access, use, or disclosure of Personal Information. Furthermore, any access to or use of Personal Information must be in accordance with all applicable law. No individual shall access records that require a permissible purpose unless such a purpose exists for such individual. For purposes of its obligations hereunder, any acts or omissions by the personnel of each party shall also be deemed to be the acts or omissions of that respective party.

7. Charges and Modification of Charges. Charges payable by Subscriber for access to Products ("Service Charges") will commence on the date West processes Subscriber's order. Service Charges will be as stated in an applicable Special Offer Amendment, or Order Form/Order Notification

to this Subscriber Agreement, the Schedule A Price Plan, or as otherwise agreed upon in writing by the parties. Schedule A rates may be modified upon at least 30 days prior notice to Subscriber in writing or online or pursuant to the terms stated on an applicable Order Form/Order Notification. Modification of any Service Charges pursuant to this paragraph 7 shall not be considered as an amendment to this Subscriber Agreement that permits termination pursuant to paragraph 13(ii) herein. Service Charges are exclusive of applicable sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days from date of invoice. If full payment is not made, Subscriber may be charged interest on any unpaid balance, not to exceed 1% per month.

8. Product Software and Internet Based Services.

a. Product Software. West may make available to Subscriber, on a subscription basis, software for use in connection with the Product. Such software, including new versions and the accompanying user documentation, may be referred to collectively as "Software." All Software will be licensed to Subscriber under a license agreement which will accompany the Software. By using the Software and taking such other action as may be referenced in the license agreement as constituting acceptance, Subscriber agrees to be bound by the terms and conditions of the accompanying license agreement. If Subscriber does not so agree, Subscriber must return any tangible copies of the Software in its possession or control.

b. Internet Based Services. Certain Products may be accessed via the Internet. Subscriber may use Data cached in Subscriber's local disk drive solely in support of its use of the Product via the Internet ("Internet Based Services"). Certain software used by Subscriber may not be capable of supporting Internet Based Services. The performance of Internet Based Services varies with the manufacturers' equipment with which it is used.

9. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SUBSCRIBER AGREEMENT, ANY SCHEDULE, OR LICENSE AGREEMENT, ALL PRODUCTS, DATA, SOFTWARE, AND INTERNET-BASED SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS, AND DELAYS.

10. Limitation of Liability. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S, ITS AFFILIATES, AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THE AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO PRODUCTS, DATA, SOFTWARE, OR INTERNET BASED SERVICES WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF SERVICE OR SOFTWARE CHARGES PAID BY SUBSCRIBER FOR THE INDIVIDUAL PRODUCT TO WHICH SUCH LIABILITY APPLIES DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST, ITS AFFILIATES, AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY TO USE PRODUCTS, DATA, SOFTWARE, OR INTERNET BASED SERVICES, OR ITS INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, ITS AFFILIATES, OR CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE

UPON DATA; OR (ii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERING DATA. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THE AGREEMENT EVEN IF WEST, ITS AFFILIATES AND/OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. NEITHER WEST NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO PRODUCTS AND DATA WILL BE UNINTERRUPTED, SECURE, COMPLETE, OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF PRODUCTS AND DATA ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS, AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA. THE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SUBSCRIBER AGREEMENT WERE MATERIAL FACTORS IN THE DETERMINATION OF SERVICE CHARGES.

11. Responsibility for Certain Matters. Subscriber shall provide to West the office location and address associated with Subscriber's passwords issued under the Agreement. Subscriber's personnel may also access Products via home computers, laptops, or other wireless devices. Subscriber is responsible for promptly notifying West in writing of persons to whom passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of passwords. Subscriber is also responsible for all access to and use of all Products, Data, Software, and Internet Based Services through Subscriber's account, login credentials, and/or systems, whether or not Subscriber has knowledge of or authorizes such access and use. Sharing of passwords that have been issued to individual users of Subscriber is strictly prohibited.

12. Limitation of Claims. Except for claims relating to Service Charges or improper use of Products, Data, Software, or Internet Based Services, no claim, regardless of form, which in any way arises out of the Agreement, may be made, nor such claim brought, under the Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

13. Term and Termination. This Subscriber Agreement will become effective upon approval and acceptance by West in St. Paul, Minnesota, and will continue in force for the term set forth in an amendment or applicable Order Form/Order Notification to this Subscriber Agreement. Notwithstanding the foregoing, (i) West may terminate this Subscriber Agreement immediately upon giving written notice of termination to Subscriber if West reasonably believes that Subscriber's use of Data violates any applicable law or regulation or this Subscriber Agreement, or may result in a risk to public safety, including but not limited to the safety of private individuals; (ii) Subscriber may terminate the Agreement immediately upon giving written notice of termination to West after receiving notice of an amendment (as permitted under paragraphs 5 (Additional Terms) and 14 (Effect of Agreement)) which contains new terms that materially alter the terms of this Subscriber Agreement and are unacceptable to Subscriber; (iii) either party may terminate the Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Subscriber Agreement; or (iv) West may terminate the

Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties. Upon any termination of this Subscriber Agreement, the Product Software licenses shall also terminate.

14. Effect of Agreement. This Subscriber Agreement along with all applicable current and future Schedules, Additional Terms, license agreements, Special Offer Amendment to this Subscriber Agreement or applicable Order Form/Order Notification (if any), and the like (collectively, "Agreement") embodies the entire understanding between the parties with respect to the subject matter of the Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in the Agreement, West may amend the terms and conditions of this Subscriber Agreement by giving Subscriber at least 30 days prior written notice. Within 30 days of the receipt of such amendment, Subscriber may, at its option, request that the parties enter into good faith negotiations regarding the new amended terms and conditions. In the event the parties are not able to reach an agreement resulting in mutually agreeable alternative language for the amended terms and conditions within 30 days after the start of the negotiations, Subscriber may terminate this Subscriber Agreement as set forth in paragraph 13(ii) herein. Except as expressly set forth herein, any other amendment to the Agreement must be in writing and signed by both parties.

15. Force Majeure. Each party's performance under the Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

16. Notices. Except as otherwise provided herein, all notices must be in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: Customer Service, and to Subscriber at the address set forth in the applicable Special Offer Amendment or Order Form/Order Notification.

17. Choice of Law and Jurisdiction.

a. For Non-Government Subscribers Only. The Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of the Agreement and each party consents to the exclusive jurisdiction of such courts.

b. For Government Subscribers Only. The Agreement will be governed by and construed under the law of Subscriber's state. The state and federal courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to the Agreement and each party consents to the exclusive jurisdiction of such courts.

18. General Provisions. Neither the Agreement nor any part or portion may be assigned, sublicensed, or otherwise transferred by Subscriber without West's prior written consent. Should any provision of the Agreement be held to be void, invalid, unenforceable, or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of the Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in the Agreement are inserted for convenience only and do not constitute a part of the Agreement. West, as used herein, also applies to West Services Inc.

19. Feedback. Any and all Feedback that Subscriber provides to West shall become the exclusive property of West without any payment, accounting, remuneration, or attribution to Subscriber. "Feedback" means information provided, in any manner, by or on behalf of Subscriber with respect to any feature, West product or service, or their enhancement, customization, configuration, installation, or implementation, including but not limited to ideas, concepts, suggestions, materials, functions, methods, processes, and rules.

ATTACHMENT F



THOMSON REUTERS

**SPECIAL OFFER AMENDMENT
TO SUBSCRIBER AGREEMENT**

Special Offer Amendment ("Amendment") to Subscriber Agreement between **State of Vermont - Department of Libraries** ("Subscriber") and **West, a Thomson Reuters business** ("West") as follows:

1. **Effect of Amendment.** The underlying Subscriber Agreement (located at <http://legalsolutions.com/research-subscriber-agreement>), including all schedules thereto ("Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Amendment. As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Amendment shall have the meanings attributed to them in the Subscriber Agreement. This Amendment, along with its attachments and exhibits, the Research Subscriber Agreement, and the State of Vermont Standard Contract for Technology Services ("Standard Contract") and its Attachments A – F (collectively, the "Agreement"), embodies the entire understanding between the parties with respect to the subject matter of this Amendment and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control. Any modification to the terms and conditions of this Amendment must be in writing and signed by both parties.
2. **Term and Termination.**
 - 2.1 The Subscriber Agreement and this Amendment, which are subject to approval and acceptance by West in St. Paul, Minnesota, shall become effective on July 1, 2015. This Amendment shall continue in effect through June 30, 2025 (the "Term"). Notwithstanding the foregoing, this Amendment shall terminate simultaneously with termination of the Subscriber Agreement. During the Term, Subscriber agrees not to exercise its right to terminate the Subscriber Agreement for any reason other than a material breach by West or non-availability or non-appropriation of funds as set forth in this Agreement.
 - 2.2 The parties agree to enter into good faith negotiations, regarding the terms and conditions of this Amendment, if either party deems there is a material change in Subscriber's organizational structure, including, but not limited to mergers, acquisitions, significant increase in the number of attorneys, owners, partners, associates, staff attorneys or accounting professionals, divestitures or downsizing.
 - 2.3 Non-Availability of Funds. If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to provide for the continuation of this Agreement, or if Subscriber receives a lawful order issued in or for any fiscal year after the initial 12 months of this Agreement that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out herein, Subscriber may submit a written notice to West seeking cancellation of the Agreement, 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). Once terminated, Subscriber shall thereafter be billed for any continuing use at then-current rates for its West print product titles subscriptions. Any termination hereunder will be effective on the first day of the month following such 30 days notice.
3. **Special Offer.**
 - 3.1 For each month during the Term, Subscriber shall guarantee minimum monthly Westlaw Service Charges, regardless of actual Westlaw usage, for Subscriber's Westlaw access ("Monthly Guarantee") as set forth below:
 - From July 1, 2015 through June 30, 2016 ("Period 01"), the Period 01 Monthly Guarantee shall be \$8,004.
 - From July 1, 2016 through June 30, 2017 ("Period 02"), the Period 02 Monthly Guarantee shall be \$8,044.
 - From July 1, 2017 through June 30, 2018 ("Period 03"), the Period 03 Monthly Guarantee shall be \$8,084.
 - From July 1, 2018 through June 30, 2019 ("Period 04"), the Period 04 Monthly Guarantee shall be \$8,125.
 - From July 1, 2019 through June 30, 2020 ("Period 05"), the Period 05 Monthly Guarantee shall be \$8,165.
 - From July 1, 2020 through June 30, 2021 ("Period 06"), the Period 06 Monthly Guarantee shall be \$8,206.
 - From July 1, 2021 through June 30, 2022 ("Period

07"), the Period 07 Monthly Guarantee shall be \$8,288.

- From July 1, 2022 through June 30, 2023 ("Period 08"), the Period 08 Monthly Guarantee shall be \$8,371.
- From July 1, 2023 through June 30, 2024 ("Period 09"), the Period 09 Monthly Guarantee shall be \$8,455.
- From July 1, 2024 through June 30, 2025 ("Period 10"), the Period 10 Monthly Guarantee shall be \$8,539.

3.2 All charges associated with the use of the Product(s) listed in paragraph 3.2.1 shall be included in the Monthly Guarantee ("Included Charges") for the Vermont State Agencies listed in Exhibit 1; all charges associated with the use of the Product(s) listed in paragraph 3.2.2 shall be included in the Monthly Guarantee ("Included Charges") for the Legislative Council only; all charges associated with the use of the Product(s) listed in paragraph 3.2.3 shall be included in the Monthly Guarantee ("Included Charges") for the Department of Public Service only:

3.2.1 Libraries Departments Agencies only (see Exhibit 1)

- Westlaw Basic (including Black's Law Dictionary)
 - Federal Case Law & Judicial Materials, Statutes & Legislative Materials, Administrative Law & Regulations
 - State Case Law & Judicial Materials, Statutes & Legislative Materials, Administrative Law & Regulations
 - Selected Practice-Area Materials
 - Legal Texts, Periodicals and Miscellaneous Materials
 - Law Reviews & Journals
 - Online Citation Checking (including KeyCite)
 - Offline Transmission
 - Alert Services (non-continuous WestClip and KeyCite Alert)
 - Offline Automated Citation Checking (via WESTCheck and including QuoteRight)
- All American Jurisprudence
- All Texts and Periodicals (TP-ALL)
- Real Property
- Treatises and Forms
- State Trial Courts—Vermont Orders
- Form Finder - Vermont
- American Law Reports
- Public Utility Commissions Decisions

3.2.2. In addition, Legislative Council shall have access to :

- Corpus Juris Secundum
- All Analytical Library
- National Reporter Images
- Regulations Plus

3.2.3. Also, Public Service Department shall have access to:

- Related Documents

- (a) All other Westlaw Service Charges shall not be included in the Monthly Guarantee and shall not be accessible to Subscriber.
- (b) West may, at its option, make certain Product(s) Excluded Charges if West is contractually bound or otherwise required to do so by a Contributor of Data or if the Product(s) are enhanced or released after the effective date of this Amendment.
- (c) During the Term, WestlawNext platform (not all Products are accessible via WestlawNext) shall be included in the Monthly Guarantee.

4. Westlaw Passwords.

4.1. At the inception of the Term, Subscriber shall be issued 500 Westlaw passwords. Additional passwords and additional agencies not listed in Paragraph 3.2 above may be requested by Subscriber and will be billed to Subscriber at the monthly rates set forth below ("Per Password Rate"):

- The Period 01 Per Password Rate shall be \$30.
- The Period 02 Per Password Rate shall be \$30.
- The Period 03 Per Password Rate shall be \$30.
- The Period 04 Per Password Rate shall be \$30.
- The Period 05 Per Password Rate shall be \$30.
- The Period 06 Per Password Rate shall be \$30.
- The Period 07 Per Password Rate shall be \$30.
- The Period 08 Per Password Rate shall be \$30.
- The Period 09 Per Password Rate shall be \$30.
- The Period 10 Per Password Rate shall be \$30.

4.2. The then-current Monthly Guarantee will be adjusted on a monthly basis to reflect any additional passwords ordered/requested by Subscriber (the then-current Monthly Guarantee will also include the full Per Password Rate for any password deleted at any time during the month). The Per Password Rate for additional passwords ordered/requested during a month will not be prorated and Subscriber will be billed the full Per Password Rate, regardless of the day of the month the password request is processed by West. Each Westlaw user, including each Westlaw user that receives Westlaw training, must purchase and be assigned his/her own password. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber's personnel is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to Subscriber and charge Subscriber for such additional password if West learns that a Westlaw password has been used by a person other than the person to whom the password has been issued.

5. Support and Training. Subscriber agrees to actively promote the effective use of Westlaw during the Term. To this end, Subscriber (with the support of West) will work toward establishing programs encouraging effective use of Westlaw, including, at a minimum:

- (a) training in the use of Westlaw, at no charge, by West for all new attorneys, librarians, paralegals and other appropriate

personnel authorized by Subscriber;

(b) additional ongoing programs presented by West and supported by Subscriber to update and train all appropriate personnel to enhance their understanding and use of Westlaw; and

(c) the periodic distribution of memos or other communications by Subscriber to all personnel encouraging effective use of Westlaw.

6. **Confidential Information of West.** During the Term and thereafter, except as specifically provided herein and/or to the extent reasonably necessary to perform its obligations or exercise its rights hereunder, neither party shall provide nor disclose to any third party, unless properly directed or ordered to do so by public authority or otherwise required to do so by law, any information or matter that (i) constitutes or concerns the terms and conditions of this Amendment, or (ii) regards any dealings or negotiations between the parties relating to this Amendment. If either party is directed or ordered to provide or disclose any information or matter by public authority or otherwise required to do so by law, such party shall promptly notify the party whose information is being provided or disclosed. West acknowledges that the Subscriber is subject to the terms of the Vermont Access to Public Records Law, 1 VSA 315 *et seq.*, and West agrees that it will not make any claim against the State if the State makes available to the public any information it receives from West, in accordance with applicable law or in response to a binding order from a court or governmental body or agency compelling its production.

West, a Thomson Reuters business

By _____

Title _____

Date _____

Date and Time Received by West in St. Paul, Minnesota:

State of Vermont - Department of Libraries

By (signature) _____

Name (please print) _____

Title _____

Date _____

Firm Name _____

Subscriber's Address _____

Contact Name _____

Telephone Number _____

This offer expires June 26, 2015 at 7:00 p.m. CT.

GCH 6/30/2015

EXHIBIT 1

- VT Agency of Administration
- VT Agency of Agriculture
- VT Agency of Commerce & Community Development
- VT Agency of Education
- VT Agency of Human Services
- VT Agency of Natural Resources
- VT Agency of Transportation
- VT Attorney General
- VT Judiciary
- VT Defender General
- VT Dept. of Financial Regulation
- VT Dept. of Human Resources
- VT Dept. of Labor
- VT Green Mountain Care Board
- VT Human Rights Commission
- VT Law School
- VT Legislative Council
- VT Natural Resources Board
- VT Public Safety
- VT Public Service Board
- VT Public Service Department
- VT Secretary of State
- VT State Colleges
- VT State's Attorney

EXHIBIT 2
Westlaw Locations and Password Contacts

REDACTED SECURITY INFO

E-Mail Address

Special Offer Billing Options

Only applicable to Subscribers with multiple locations and must be completed and returned with the Special Offer Amendment

_____ **Default**

UNLESS OTHERWISE SPECIFIED, THE SUBSCRIBER FIRM/ORGANIZATION WILL RECEIVE ONE COMBINED MONTHLY INVOICE AND A COPY OF EACH PARTICIPATING ACCOUNT'S LOCATION USAGE REPORTS - ALL MAILED TO THE PAYER ACCOUNT OFFICE.

_____ **As Is**

Subscriber's current billing arrangement should remain unchanged.

_____ **Alternative # 2**

Each account will be billed separately, each receiving an invoice and a location usage report. Special offer adjustments will be allocated to the individual accounts based on their actual usage charges.

_____ **Alternative # 3**

An invoice and location usage report will be created for each office, allocating special offer adjustments to individual accounts based on their actual usage charges, however each account invoice and associated location usage reports will be independently mailed to the account noted below rather than to the invoiced account location.

Mail to Account: _____

PLEASE NOTE: THESE BILLING ARRANGEMENTS DO NOT AFFECT QUICKVIEW+.

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Libraries (the "State") and West Publishing Corporation, with a principal place of business in Eagan, Minnesota (the "Contractor") that the contract between them originally dated as of August 1, 2015, Contract # 29608, as amended to date, (the "Contract") is hereby amended as follows:

I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$987,372.00 to \$1,041,966.00, representing an increase of \$54,594.00.

II. **Attachment A, Scope of Services.** The scope of services is amended by the addition of the following requirements:

- a. Effective October 1, 2018, Section 4 Authorized Users: "User Limit" has increased from 500 authorized users to 575. Contractor shall issue to State 75 additional Westlaw passwords for a new total of 575.
- b. Effective October 1, 2018, Section 5 is amended by the addition of the following requirement:

The State may request a list of inactive password, itemized by account, agency or department, from the Contractor on a quarterly basis (January 15, April 15, July 15, and October 15). The State must submit the request to james.hanggi@tr.com and west.statesupport@tr.com, and the list shall be provided within 2 weeks of receipt of the request.

III. **Attachment B, Payment Terms.** The scope of services is amended by the addition of the following requirement:

- a. Effective October 2, 2018, Section 4 Services: Section paragraph "500 users" shall be replaced by "575 users".

IV. **Attachment F, Special Offer Amendment to Subscriber Agreement.** The provisions are amended by the addition of the following requirements:

- a. Effective October 1, 2018, Section 3 all charges associated with the following Product(s) shall be included in the Monthly Guarantee:
 - 41983880 – Government Litigation
 - 42077752 – Government Analytical Plus
 - 42076678 – Government National Primary
 - 42059305 - Government Related Documents
 - 41994564 - National Reporter Images

b. Effective October 1, 2018, Section 3.1 Monthly Guarantee(s) shall be as follows:

- Effective October 1, 2018 the Period 4 Monthly Guarantee will be \$8,799.
- Effective July 1, 2019, the Period 5 Monthly Guarantee will be \$8,839
- Effective July 1, 2020, the Period 6 Monthly Guarantee will be \$8,880.
- Effective July 1, 2021, the Period 7 Monthly Guarantee will be \$8,962.
- Effective July 1, 2022, the Period 8 Monthly Guarantee will be \$9,045.
- Effective July 1, 2023, the Period 9 Monthly Guarantee will be \$9,129.
- Effective July 1, 2024, the Period 10 Monthly Guarantee will be \$9,213.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 3 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

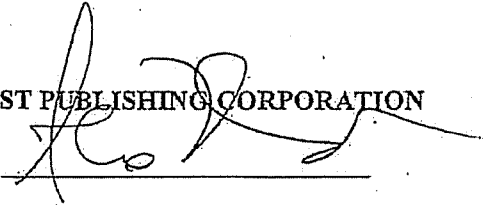
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The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

WEST PUBLISHING CORPORATION

By: Cherie Jaeger (Sr State Librarian)

By: 

Name: Cherie Jaeger

Name: Alex Medrano

Title: Executive Staff Asst.

Title: Manager - Gov't Contracts

Date: 9/28/2018

Date: 9/27/2018