

**EXHIBIT 1 – WEST KM GOVERNMENT EXPRESS SOFTWARE AND SOFTWARE SUBSCRIPTION CHARGES
FEDLINK CONTRACT NO. LC09D7012****1. Software to be provided hereunder is West km Government Express Software (“Software”).**

- **West KM Express**

2. West Software Subscription Charges (up to ___ Users).

(a) West Software Subscription Charges set forth in this Exhibit were based upon the number of users (“Users”) who are partners, shareholders or members of or who are otherwise employed by Subscriber as of the Effective Date, as reported by Subscriber and set forth herein. In the event Subscriber’s total number of Users increases above the limit set forth herein, Subscriber shall be required to pay an additional charge to use the Software.

(b) The Software Subscription Charges are due and payable as follows:

This Agreement shall become effective _____ and shall continue in effect until _____ (the “Minimum Term”), West shall bill and Subscriber shall pay monthly Software Subscription Charges (“Monthly Software Subscription Charges”) as set forth on the FEDLINK ordering document. Subscriber may, at its option and upon 60 days prior written notice to West, extend the Term of this Exhibit for four (4) additional one-year “Optional Periods”.

- From _____ through _____ (“Installation Period 1”), the Software shall be installed. In the event installation is complete prior to the end of Installation Period 1, Subscriber shall receive access to the Software at no charge for the remainder of Installation Period 1.
- From _____ through _____ (“Period 2”), the Period 2 Monthly Software Subscription Charges shall be \$;

(c) During the Minimum Term and any Optional Period(s), Subscriber must promptly notify West of any changes in the number of Users. In the event West learns that the number of Users exceeds the number stated by Subscriber herein, West reserves the right to enter into good faith negotiations with Subscriber regarding the terms and conditions of this Agreement.

(d) Payment of Software Subscription Charges shall be in accordance with paragraph 6 (Charges and Modification of Charges) in this Agreement. Additional services or training in addition to those already purchased may be purchased under a separate Additional Services Agreement.

3. Subscriber Locations. This Agreement and this Exhibit shall be effective for the Subscriber locations set forth below:

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4. Dedicated Server. The Software must reside on a dedicated server provided and maintained by Subscriber at Subscriber’s expense, and such server must be accessible to all Subscriber’s authorized Users.

Subscriber

Signature _____

Name (please print) _____

Title _____

Date _____

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

Company Name _____

Address _____

Contact _____

Telephone _____

E-mail Address _____

Sales Representative _____

West, a Thomson Reuters business

Signature _____

Name (please print) _____

Title _____

Date _____

This offer expires**REG
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