

West LegalEdcenter® Subscriber Agreement

for FEDLINK Members

AGREEMENT entered into between ("Subscriber"), as defined on the West LegalEdcenter Purchase Order ("Purchase Order") and West, a Thomson Reuters business ("West") regarding West LegalEdcenter, its online continuing legal education service, as follows:

1. FAR Applicability

All of the terms and conditions set forth below are subject to and governed by the language of FAR clause 52.212-4 (Contract Terms and Conditions - Commercial Items). In the event any language in the terms and conditions of this Agreement conflicts with the governing FAR clause, such FAR clause takes precedence over the language of this Agreement.

2. License.

a. Grant. Subscriber is granted a non-exclusive, non-transferable, limited license to access and use West LegalEdcenter. West LegalEdcenter consists of various West-owned and third party databases, services, functions and "Content", as defined herein (collectively "Features") which may change from time to time. Access to certain Features may be restricted. Subscriber and Subscriber's Authorized Users (as defined herein) are also licensed to access and use "Content" (as defined herein) made available on West LegalEdcenter for educational purposes and in the regular course of legal and other research and related work. "Content" includes both text-based and multi-media (streaming audio and/or video) content. As used herein, Subscriber's Authorized Users means users as defined in Exhibit 2 attached hereto ("Users"). Users are licensed to download one copy of text-based Content on any single computer for Users' personal, noncommercial use, as long as all copyright and other proprietary notices remain intact and are prominently displayed; and, User may download and store the text-based Content ("Downloaded Content") to a storage device under Subscriber's exclusive control solely (i) to display internally such Downloaded Content (ii) to print out such Downloaded Content only for internal use and (iii) to quote and excerpt from such Downloaded Content (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work. With respect to multi-media Content, Subscriber is licensed to present audibly and/or visibly the audio and/or video signal on any single computer contemporaneous with the transmission of the multi-media Content from West LegalEdcenter and only for each individual West LegalEdcenter user who is registered to access and use Content; and, Subscriber may not download or store the multi-media Content.

b. Limitations. Subscriber and/or Users may not sublicense, transfer or otherwise make available any Content to any third party for commercial purposes or financial gain or use Content in any other media or in any other location. Subscriber and/or Users may not alter or modify Content in any way. Subscriber and/or Users may not copy, download, scrape, store, publish, transmit, retransmit, distribute, broadcast, circulate, transfer, sell, resell, republish, upload, or otherwise use Content, or any portion of Content, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with West's prior written permission, or (iii) if not expressly prohibited by this Agreement, as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Subscriber and/or Users shall not sell, license or distribute Content (including printouts and Downloaded Content) to third parties or use Content as a component of or as a basis for any material offered for sale, license or distribution.

c. Rights in Content. Except for the license granted in this Agreement, all rights, title and interest in Content, in all languages, formats and media throughout the world, including all copyrights and trademarks, are and will continue to be the exclusive property of West and other contributors ("Contributors"). Unless otherwise noted, all materials, including images, illustrations, designs, icons, photographs, audio/video clips, and written and other materials that are part of West LegalEdcenter, are copyrights, trademarks, trade dress and/or other intellectual properties owned, controlled or licensed by West.

3. Use of West LegalEdcenter Content

Under no circumstances is West providing legal advice via West LegalEdcenter. West LegalEdcenter provides information of a legal nature and is designed for educational and research purposes only. West does not endorse any of the viewpoints contained in any seminar, case or material expressed in or accompanying a seminar. Such viewpoints are solely those of the relevant Contributors and/or the faculty. West takes no responsibility for the timeliness of the information presented in the seminars on West LegalEdcenter. The primary source materials included on West LegalEdcenter are included only for the reference of the West LegalEdcenter user. West takes no responsibility for the accuracy of the information related to continuing legal education ("CLE") requirements in any jurisdiction. Such information is provided only for the convenience of the West LegalEdcenter user. Such CLE requirements information is subject to change without notice, and each West LegalEdcenter user should consult his or her local bar association or continuing legal education board for up-to-date information.

4. Westlaw

All usage of Westlaw as a result of linkage from West LegalEdcenter is governed by the terms and conditions of the Westlaw Subscriber Agreement in effect between Subscriber and West. Subscriber is responsible for all Westlaw charges generated when linking from West LegalEdcenter.

5. Subscriber's and/or Users' Privacy and Information

a. Password. Subscriber's account with West LegalEdcenter is password-protected so that only Subscriber can access it.

b. Subscriber's and/or Users' Information. Subscriber provides personal information collected through West LegalEdcenter on a voluntary basis through a visible means of data entry or by collecting information using a West LegalEdcenter Registration Form. West LegalEdcenter employs secure sockets layer (SSL) server software to prevent unauthorized access to the information Subscriber submits when purchasing Content and when accessing certain account information of Subscriber. Upon request, West LegalEdcenter will (a) remove Subscriber information from West's internal systems (with the exception of sales and usage information for business record keeping); (b) correct personal information that Subscriber states is erroneous; or (c) permit Subscriber to "opt out" of further e-mail contact (except notification of major changes to the service) while still allowing Subscriber to access West LegalEdcenter. West is obligated to provide the names and attorney identification numbers and contact information of individual West LegalEdcenter users who view CLE programming to the Contributors and to some state accreditation agencies for their use. West may use and distribute statistics that do not include personally identifiable information that show users' interests and preferences, products sold, traffic patterns and related West LegalEdcenter information to a reputable third party. Personal data provided by Subscriber is delivered electronically to West servers located in the United States.

c. IP Logging. West LegalEdcenter logs IP addresses for systems administration and troubleshooting purposes. Subscriber's IP address indicates the location of Subscriber's computer on the Internet. West LegalEdcenter may also gather anonymous information that may be used by West or shared with third parties. This information does not personally identify Subscriber, but may be helpful in improving the services offered. Generally this information is collected through traffic data and may entail the use of cookies, IP addresses, or other numeric codes used to identify a computer. Cookies give West LegalEdcenter users special, random IDs that are small text files, which are stored on the hard drive of a user's computer. West LegalEdcenter employs cookies to recognize Subscriber and Subscriber's access privileges for certain locations on the West LegalEdcenter sites as well as to track site usage. Subscriber can set Subscriber's browser to refuse all cookies or to indicate when a cookie is being sent. Subscribers who do not accept cookies from West LegalEdcenter cannot access some areas of West LegalEdcenter. West may, in its sole discretion, perform statistical analysis of the collective characteristics and behavior of West LegalEdcenter users to measure interests in the various areas of West LegalEdcenter (for product development and other business development purposes).

d. Third-Party Web Sites. Subscriber should be aware that when Users are accessing West LegalEdcenter, Users could be directed, by selecting links, to other Web sites that are beyond the control of West LegalEdcenter. There may be links to other Web sites from West LegalEdcenter pages that take Users outside of West services. These other Web sites may send their own cookies to West LegalEdcenter users, collect and track data, or solicit personal information. West LegalEdcenter does not endorse the content found on such third-party Web sites. Subscriber assumes sole responsibility for Subscriber's and/or Users' use of third-party links and pointers.

e. Discussion Forums and Messages. If Users participate in any discussions on West LegalEdcenter, Subscriber and/or Users agree not to use any language that is threatening, abusive, vulgar, discourteous or criminal. Subscriber and/or Users also agrees not to post or transmit information or materials that would violate the rights of a third party, including but not limited to copyrights, or which would contain a virus or other harmful component. Whenever Subscriber and/or Users give out information online including, the posting of a message to a discussion group, such information can be collected and used by people Subscriber and/or Users do not know. West LegalEdcenter cannot control the acts of users who use the interactive Features of West LegalEdcenter. Subscriber and/or Users provide personal information, such as name, e-mail address, mailing address, and phone number during such use at Subscriber's and/or Users' own risk, as they may be used by other parties outside of West LegalEdcenter for unsolicited e-mail or other contact. By publishing, uploading or submitting any materials to West LegalEdcenter, including messages posted in West LegalEdcenter discussion groups or chat rooms, Subscriber automatically grants (or warrants that the owner of such rights has expressly granted) West a perpetual, royalty-free, irrevocable, nonexclusive right and license (with the right to grant sublicenses) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute such materials, incorporate such material and otherwise exploit all data or information Subscriber publishes on West LegalEdcenter into any form, medium or technology, now known or later developed. Subscriber further agrees that all such communications Subscriber and/or Users make to West LegalEdcenter shall not be deemed confidential. Subscriber shall remain solely responsible for the content of Subscriber's and/or Users' messages, regardless of the content of such messages. By Subscriber's acceptance of these terms and conditions Subscriber agrees to waive all recourse against West for any alleged or actual infringement or misappropriation of any proprietary or confidential publications or communications to West LegalEdcenter.

f. Use of Subscriber Data by West.

West does not monitor, edit, or disclose the contents of any e-mail or other communication with West LegalEdcenter unless required in the course of normal maintenance or operation of West LegalEdcenter and its systems or unless required to do so by law or in the good faith belief that such action is necessary to (a) comply with the law or comply with legal process served on West; or (b) protect or defend the rights or property of West. West cannot guarantee the security of any information Subscriber and/or Users disclose online, and Subscriber and/or Users do so at Subscriber's and/or Users' own risk.

6. westlegaledcenter.com.

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7. Disclaimer of Warranties and Limitation of Liability.

West and its Contributors do not warrant that access to West LegalEdcenter will be uninterrupted or error free. The availability of Content depends on many factors, including West's connection to the Internet, Subscriber's connection to the Internet, the availability of the Internet and the Internet backbone, and equipment. Subscriber assumes the entire risk as to the quality and performance of West LegalEdcenter and the accuracy or completeness of any information about state CLE requirements. West makes no representation that Content on West LegalEdcenter is appropriate or authorized for use in all countries, states, provinces, counties, or any other jurisdiction.

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8. Responsibility for Certain Matters. Subscriber may access West LegalEdcenter from additional Subscriber locations upon prior notice of such location. Subscriber is responsible for notifying West in writing of persons to whom West LegalEdcenter passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of West LegalEdcenter passwords. Subscriber is also responsible for all access to and use of West LegalEdcenter, including Features, Content and westlegaledcenter.com by Subscriber's personnel or West LegalEdcenter passwords, whether or not Subscriber has knowledge of or authorizes such access and use.

9. Liability of Subscriber. The liability of Subscriber and its obligations to West resulting from any claim, loss, damage, liability or expense directly or indirectly occasioned by or 10/1/11

arising out of this Agreement or any activity which is the subject of this Agreement, based upon any act or failure to act on the part of any employee or agent of Subscriber shall be determined under the Federal Tort Claims Act or other Act of Congress, as applicable.

10. Term and Termination. This Agreement will become effective upon approval and acceptance by West in St. Paul, Minnesota, and will continue in force until terminated by either party upon at least 30 days prior written notice of termination to the other party. West may terminate this 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. Subscriber may terminate this Agreement immediately upon giving written notice of termination to West after receiving notice of an amendment (as permitted under paragraph 11) which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber or either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

11. Effect of Agreement. This Agreement embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written or online notice. Any other amendment must be in writing and signed by both parties.

12. Force Majeure. West's performance under this 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.

13. 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.

14. General Provisions. Neither this 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 this 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 this 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 this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

Subscriber

Signature _____

Name (please print) _____

Title _____

Date _____

Firm Name _____

Address _____

Contact _____

Telephone _____

Sales Representative _____