

SCANNED  
MAY 13 2016  
973451

**CONTRACT NO:**

**CONTRACT AMOUNT: \$7,860.00**

**CONTRACTOR:** West Publishing Corporation  
d/b/a West, a Thomson Reuters Business  
931 Southern Hills Court  
Eureka, Missouri 63025

**FEDERAL I.D. #:** 41-1426973

**ESTIMATED ANNUAL ENCUMBRANCES:**

<b>FY 2015-2016</b>	<b>\$7,860.00</b>
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**CONTRACT AUTHORIZED BY:**                      **ORDINANCE NO.:**                      **69985**  
**BUDGET ACCOUNT:**                                      **5246**

**LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT**  
**ST. LOUIS, MISSOURI**

**CITY OF ST. LOUIS**  
**SERVICE AGREEMENT FOR**  
**“WESTLAW” LIBRARY SERVICES AT**  
**LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 (the Agreement"), by and between the City of St. Louis, a municipal corporation of the State of Missouri (the "City" or "Subscriber") and West Publishing Corporation, doing business as West, (the "Contractor").

**WITNESSETH THAT:**

**WHEREAS**, City owns and operates Lambert-St. Louis International Airport (the "Airport"); and

**WHEREAS**, City seeks to contract with the Contractor for certain services described herein.

**NOW, THEREFORE**, in consideration of the payments, terms, conditions, agreements, hereinafter set forth, to be made and performed by City, the Contractor hereby promises and agrees that it will faithfully perform all the services called for by the Agreement, in the manner and under the terms, covenant, and conditions hereinafter set forth.



THOMSON REUTERS

**Order Form**Contact your representative [d.owens@thomsonreuters.com](mailto:d.owens@thomsonreuters.com) with any questions. Thank you.Order ID: **744949****Subscriber Information****Account Address:**

Account #: 1000569687  
 LAMBERT-ST LOUIS INTL  
 AIRPORT  
 LEGAL DEPT  
 MARIO PANDOLFO  
 10701 LAMBERT  
 INTERNATIONAL BLVD  
 SAINT LOUIS, MO 63145  
 US  
 3144268062

**Shipping Address:**

Account #: 1000569687  
 LAMBERT-ST LOUIS INTL  
 AIRPORT  
 LEGAL DEPT  
 MARIO PANDOLFO  
 10701 LAMBERT  
 INTERNATIONAL BLVD  
 SAINT LOUIS, MO 63145  
 US  
 3144268062

**Billing Address:**

Account #: 1000569687  
 LAMBERT-ST LOUIS INTL  
 AIRPORT  
 LEGAL DEPT  
 MARIO PANDOLFO  
 10701 LAMBERT  
 INTERNATIONAL BLVD  
 SAINT LOUIS, MO 63145  
 US  
 3144268062

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

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

Svc Mat #	Product	Qty	Unit	Program Details	Program Code	List	Other	Monthly Charges	Minimum Term (Months)	Term Increases
40666420	West Complete Library <small>See Attachment for product details</small>	1	Package	601817H47593- WCMP Exception	601817H47593	\$655.00		\$655.00		Year2-6%

**Subscription Services for Print /ProView eBook Programs**

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print products, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages. eBooks that are updated receive updates to the most current version of each edition of the eBooks which are available during your subscription terms.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the "Miscellaneous" section below.

If West Complete is designated above and you terminate any West Complete Print product during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted.

**Minimum Terms**

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

**Post Minimum Terms**

**Initials for Automatic Renewal Term for Print/ProView eBook Programs.** I request West to continue subscription services for the products designated above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. Each Renewal Term will be twelve months in length. Renewal Monthly Charges will be 7% over the Monthly Charges in effect the month before the Renewal Term starts unless we notify you of a different rate at least 60 days before the Renewal Term. Either of us may cancel in writing 30 days before an Automatic

Signature of Authorized Representative for order

Title

Printed Name

Date

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THOMSON REUTERS

## Attachment

Contact your representative [d.owens@thomsonreuters.com](mailto:d.owens@thomsonreuters.com) with any questions. Thank you.

Order ID: 744949

## Payment and Shipping Information

## Payment Method:

Payment Method: WestAccount

Account Number: 1000569687

## Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

## Additional Information

Created By:

Order Source: 27

Revenue Channel: 01

Order Date: 12/15/2015 9:59:32 AM

P.O. Number:

## West Complete Products

Material #	Products	Quantity	
		Exist	New
16964729	Administrative Practice and Procedure, 4th (Vol. A, Missouri Practice Series)	0	1
15685753	Business Organizations, 2d (Vols. 25 and 26, Missouri Practice Series)	0	1
18429685	Contracts, Equity, and Statutory Actions Handbook, 2015 ed. (Vol. 35, Missouri Practice Series)	0	1
40258970	Employment Law and Practice, ed. (Vol. 37, Missouri Practice Series)	0	1
40016038	General Index, ed. (Missouri Practice Series)	0	1
11646147	Insurance Law and Practice, 2d (Vol. 30, Missouri Practice Series)	0	1
40216853	Landlord-Tenant Handbook, 2015 ed. (Vol. 36, Missouri Practice Series)	0	1
22056367	Legal Forms, 3d (Vols. 6, 6A, 7, and 7A, Missouri Practice Series)	0	1
40067633	Missouri Court Rules - State, Federal, and Circuit, 2015 ed. (Vols. I-III, Missouri Court Rules)	0	1
11640534	Real Estate Law, 3d (Vols. 18 and 18A, Missouri Practice Series)	0	1
22042854	Vernon's Annotated Missouri Statutes (Annotated Statute & Code Series)	0	1

## Order Contact Information

First Name	Last Name	Email Address	Contact Description	Contact Number
Kathy	Spencer	KASpencer@flystl.com	Order Confirmation Contact	28

Order charges for print/eBook products not on subscription:	N/A
Initial order charges for print/eBooks products with updates billed upon shipment:	N/A
Initial Monthly Charges for Products under 24 month Minimum Term:	\$655.00

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

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

#### Miscellaneous

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

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

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

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

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

#### Additional Contract Information

**Subscriber's Initials for 12 Month West Complete Print Minimum Term.** Monthly charges and the minimum term shall begin on the date West processes Subscriber's order and continue for 12 complete calendar months ("Minimum Term") Subscriber agrees to commit to the Minimum Term of 12 complete calendar months. Any reference to another term herein shall not apply to the above referenced product.

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

Customer Account Address:

Print Titles Selected	Serv. #	Sub #	Exist	New	Convert Existing	New Retail
Vernon's Annotated Missouri Statutes (Annotated Statute and Code Series)	22042854	21042854	0	1	\$0.00	\$450.00
Missouri Court Rules - State, Federal, and Circuit, 2015 ed. (Vols. I-III, Missouri Court Rules)	40067633	40067634	0	1	\$0.00	\$22.00
Contracts, Equity, and Statutory Actions Handbook 2015 ed. (Vol. 35, Missouri Practice Series)	18429685	18429684	0	1	\$0.00	\$25.00
Business Organizations, 2d (Vols. 25 and 26, Missouri Practice Series)	15685753	15685752	0	1	\$0.00	\$15.00
Legal Forms, 3d (Vols. 6, 6A, 7, and 7A, Missouri Practice Series)	22056367	21056367	0	1	\$0.00	\$31.00
Real Estate Law, 3d (Vols. 18 and 18A, Missouri Practice Series)	11640534	11640533	0	1	\$0.00	\$17.00
Landlord-Tenant Handbook, 2015 ed. (Vol. 36, Missouri Practice Series)	40216853	40216854	0	1	\$0.00	\$17.00
Administrative Practice and Procedure, 4th (Vol. 20-20A, Missouri Practice Series)	16964729	16964728	0	1	\$0.00	\$16.00
Insurance Law and Practice, 2d (Vol. 30, Missouri Practice Series)	11646147	11646146	0	1	\$0.00	\$6.00
General Index, 2015-2016 ed. (Missouri Practice Series)	40016038	40016039	0	1	\$0.00	\$38.00
Employment Law and Practice, 2015-2016 ed. (Vol. 37, Missouri Practice Series)	40258970	40258969	0	1	\$0.00	\$18.00

Print Subtotal: \$655.00

This is a valid West Complete deal.

Dated: 12/15/2015





## 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 may not copy, download, scrape, store, publish, post, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell, 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.

**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. **Regulated Data Indemnification.** Except as otherwise prohibited by law and without waiving any defenses to which it may be entitled, Subscriber hereby agrees to protect, indemnify, defend, and hold harmless West and all its Contributors from and against any and all costs, claims, demands, damages, losses, and liabilities (including actual attorneys' fees) arising from or in any way related 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 relating to its use of or purpose in using Regulated Data.

**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.** As applicable, certain third-party Data and features are governed by terms and conditions which are supplemental to and may be different from those set forth in this Subscriber Agreement ("Additional Terms"). Additional Terms are available for review at the following locations:

<http://legalsolutions.com/westlaw-additional-terms>;  
<http://legalsolutions.com/clear-additional-terms>; and  
<http://legalsolutions.com/thomson-innovation-additional-terms>. In the event of a conflict between any Additional Terms and terms set forth 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 Software 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

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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

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30 days after the start of the negotiation, 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. General Provisions.** The Agreement will be governed by and construed under the law of the state of Missouri with 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. 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.

**18. 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.

## **SECTION 19 - MISSOURI UNAUTHORIZED ALIENS LAW**

As a condition precedent for the award of this Agreement and prior to performing any work or services under this Agreement, the Contractor, shall, pursuant to the applicable provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended (the “**Missouri Unauthorized Aliens Law**”), by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The Contractor shall also affirm in said affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the Missouri Unauthorized Aliens Law. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as **Exhibit “A”** entitled “Affidavit”. Contractor’s failure to comply at all times with the Missouri Unauthorized Aliens Law or the provisions of this Agreement related to the Missouri Unauthorized Aliens Law may result in the termination of this Agreement by the City and/or the City seeking other remedies available to the City at law or in equity. In addition, the State of Missouri may impose penalties or remedies for violations of the Missouri Unauthorized Aliens Law as set forth therein. The Contractor shall promptly and timely deliver to the City a fully executed original of the Affidavit (see Exhibit “A”) including any required documentation in accordance with the Missouri Unauthorized Aliens Law prior to performing any work under this Agreement.

## **SECTION 20 - TERM**

The term of this Agreement will be for twelve (12) months beginning on the Commencement Date specified below and ending on the Expiration Date specified below. The commencement and expiration dates will be as follows:

**Commencement Date: May 1, 2016    Expiration Date: April 30, 2017**

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals as set forth below:

WEST PUBLISHING CORPORATION

ATTEST:

By: Chad W. H. [Signature] 3/17/2016  
Date

By: [Signature] 3/17/16  
Date

THE CITY OF ST. LOUIS, MISSOURI, OWNER AND OPERATOR OF  
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT:

The foregoing Agreement was approved on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by authority of a resolution adopted by the Airport Commission at its meeting on August 4, 1993.

By: [Signature] 4/6/16  
Director of Airports Date

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on April 20, 2016.

By: [Signature] 4-20-16  
Secretary Date  
Board of Estimate & Apportionment

APPROVED AS TO FORM BY:

COUNTERSIGNED BY:

[Signature] 4-7-16  
City Counselor Date

[Signature]  
Comptroller Date

ATTESTED TO BY:

[Signature] MAY 12 2016  
Register Date

COMPTROLLER'S OFFICE  
DOCUMENT NUMBER 69952

**Exhibit A**

**Missouri Unauthorized Alien Affidavit**

Confidential  
garvinm@stlouis-mo.gov  
2020-01-16 13:33:01 +0000



STATE OF Minnesota )  
 )SS.  
COUNTY OF Dakota )

**AFFIDAVIT**

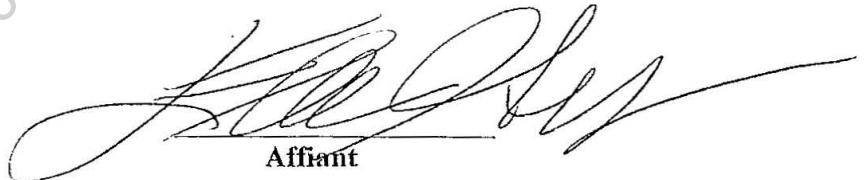
Before me, the undersigned Notary Public, personally appeared Ellen Gillespie (Name of Affiant) who, by me being duly sworn, deposed as follows:

My name is Ellen Gillespie (Name of Affiant), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

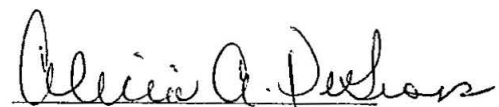
I am the Sr. Director of Contract Management (Position/Title) of West Publishing Corporation d/b/a West, a Thomson Reuters business (Contractor).

I have the legal authority to make the following assertions:

1. West Publishing Corporation d/b/a West, a Thomson Reuters business (Contractor) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with Westlaw Online Access Services Agreement & Westlaw Library Services Agreement (the "Agreement"), as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, West Publishing Corporation d/b/a West, a Thomson Reuters business (Contractor) does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.

  
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 17th day of March, 2016.

  
Notary Public

My Commission Expires:

