

ASSUMPTION AND AMENDMENT OF AGREEMENT

This Assumption and Amendment of the Westlaw Subscriber Agreement (“Agreement”) is made by and between the County of Summit Law Library Resources Board (“Board”), an Ohio county law library resources board, with its principal place of business located on the 4th Floor of the County of Summit, Ohio Courthouse, 209 South High Street, Akron, Ohio 44308 and West, a Thompson Reuters business (“West”).

WHEREAS, the Akron Law Library Association (the “Association”), an Ohio nonprofit corporation, executed the Agreement, which is for on-line legal research and printed publications, with West on December 12, 2008; and

WHEREAS, the Agreement is for a 36-month term, from December 12, 2008 through December 10, 2011, at a monthly cost not to exceed \$1,982.88 per month for the first year, with 5% increases in the second and third years, for a total not to exceed amount of \$75,768.02 for the term; and

WHEREAS, under this Agreement and an separate agreement for Library staff, the Association agreed to purchase printed publications for 2010 for both contracts, in the amount of \$24,919.00 and an estimated amount of \$27,410.90 for 2011 for both contracts (10% estimated increase); and

WHEREAS, the Association previously operated the Law Library, located on the 4th Floor of the County of Summit Courthouse; and

WHEREAS, the Ohio General Assembly enacted 2008 Amended Substitute Ohio House Bill 420, which established county law library resource boards to operate law libraries; and

WHEREAS, the Board took over operation of the Law Library on 1/1/10; and

WHEREAS, pursuant to County Board of Control Directive No. _____ and County Council Resolution No. 2010-239, the County Executive is authorized to execute any documents necessary for the Board to assume the Agreement; and

WHEREAS, the Board and West wish to formalize the assumption of the Agreement by the Board, which is the only entity legally authorized to operate the Law Library as of 1/1/10;

NOW, THEREFORE, for consideration mutually received, the parties agree to the following:

1. The Board shall assume the Agreement, which is attached hereto and incorporated herein as if fully restated, for the period of 1/1/10 through 12/31/11.
2. The Agreement shall be amended, effective 1/1/10, as follows:
 - a. The section of the Agreement entitled “General Provisions,” shall be deleted in its entirety and replaced with the following: “This Agreement is governed by the laws of the State

of Ohio without regard to conflict of law principles. All litigation must be litigated in the Akron Municipal Court, Summit County Court of Common Pleas, or the U.S. District Court, Northern District of Ohio Eastern Division, and West permits itself to the jurisdiction and venue of those courts. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form is non-transferable. Transportation and handling (FOB origin) charges will be added for print products.”

3. Conflict. In the event of a conflict between the Agreement and this Addendum, this Addendum shall prevail and apply. If this Agreement is entered into pursuant to Ohio R.C. 125.04, commonly referred to as “State Term”, the State of Ohio Terms and Conditions shall apply in the event of a conflict.

4. The following provisions shall be added to the Agreement:

Reports and Records. West shall maintain and provide to the Subscriber upon demand the following records and reports: Accounting and fiscal records adequate to enable the Subscriber and/or the State of Ohio to audit and otherwise verify claims for reimbursement, and other records and reports as required by the Subscriber to enable it to comply with local, state and federal statutes and regulations. The Subscriber shall have the right to audit which includes the right of the Subscriber's internal auditing department to access any proprietary software and hardware systems to audit and verify compliance including but not limited to generating system reports and summaries, verifying passwords and other security protections and verifying proper functioning. West shall maintain all records related to this Agreement and the administration of the program for three (3) years after the Subscriber makes final payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records have been started before the expiration of the three (3) year period, West shall retain the records until completion of the action and all issues that arise from it or until the end of the three year period, whichever is later.

Compliance. West represents and warrants it has all necessary licenses required to perform its obligations under the Agreement. In addition, West agrees that in the hiring of employees for the performance of work under this Agreement, the West, its subcontractors, or any person acting on a West's or its subcontractor's behalf, by reason of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic to the extent protected by law and shall not discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates. West further agrees that West, its subcontractors, or any person on West's or its subcontractor's behalf, in any manner, shall not discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic to the extent protected by law. West certifies it does not maintain and it will not permit its employees from performing services at any segregated facilities. West agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.

Check West account status below as applicable: Rep Name & Number Malout 0009630

New (NACI Form attached) Existing with Increase Credit Limit _____ (NACI Form attached)

Existing with no changes _____ Existing with changes _____ (Permanent name change must attach a Customer Name Change Form)

Acct# New Account PO# _____ Date 12/12/08

Name/Subscriber AKRON LAW LIBRARY ASSN Patron Access Bill To Acct# _____

Order Confirmation Contact Name Linda Hostetler

E-Mail lhostetler@akronlawlib.org

Westlaw Password Contact Name (for password delivery) Linda Hostetler

E-Mail lhostetler@akronlawlib.org

Permanent Address Change _____ One-Time Ship To _____ Additional Ship To _____ Additional Bill To _____

Name _____ Attn: _____

Address _____ Suite/Floor _____

City _____ State _____ County _____ Zip _____

WestPack WestlawPRO Products

WestPack Promotion Code: WPK3

Full Svc #	WestlawPRO Products	# of Passwords/ FTEs/Students	Monthly Banded/ Base Rate	Per User Rate	Other	Total Monthly WestlawPRO Charges
<u>40584073</u>	<u>Patron Select</u>	<u>4</u>				<u>\$1982.88</u>

Notes: _____

Total Monthly Charges \$ 1982.88

WestPack Print and CD-ROM Products

[1000706558] -Quantity of WestPack Titles-

Full Svc #	WestPack Print and CD-ROM Products	New *	Existing **	List/CD-ROM Charges	Other	Total List/CD- ROM Charges
40361816	OH Condo Law		X			
<u>40536957</u>	<u>OH PR Elem of an Actin</u>		X			
<u>40522508</u>	<u>OH Motions in Limine</u>		X			
<u>40547692</u>	<u>OH Court Rules</u>		X			
<u>12126523</u>	<u>OH PR V I & 2 Evidence</u>		X			
<u>21113298</u>	<u>OH Consumer Law</u>		X			
<u>21113298</u>	<u>OH Consumer Law</u>		X			
<u>11216359</u>	<u>OH Planning + Zoning</u>		X			
<u>21115460</u>	<u>OH Forms + Transactions</u>		X			
<u>21113212</u>	<u>OH Landlord + Tenant</u>		X			
<u>21113964</u>	<u>OH Domestic Rel Law</u>		X			

† Total Charges N/A

† Total Charges includes charges from attached page 2, if applicable.
 * This is a new title for Subscriber or Subscriber maintains an existing subscription to this WestPack title and desires additional copy(ies) - ship and enter subscription(s) for the requested title.
 ** Subscriber maintains existing subscription(s) to this WestPack title - do not ship.
 Monthly WestlawPRO Charges and CD-ROM Charges are billed on the date West processes Subscriber's order and continue for the minimum term elected by Subscriber with his/her initials below ("Minimum Term"). If Subscriber agrees to commit to a longer Minimum Term of 24 months or 35 months, any increases in Subscriber's Monthly

Additional WestPack Products Page

Additional WestPack Products Page to any West Order Form for Additional WestPack Print and/or CD-ROM Products (must accompany applicable West Order Form that includes WestPack Print and/or CD-ROM Products)

Account #	New A/C	Account Name	AKRON Law Lib Assn Padron
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[1000706 558]

Full Svc #	WestPack Print and CD-ROM Products	-Quantity of WestPack Titles-		List/CD-ROM Charges	Other	Total List/CD-ROM Charges
		New *	Existing **			
21113336	OH Search + Seizure		X			
21113336	OH Search + Seizure		X			
12307013	OH Personal Injury PR		X			
21113107	OH Rules of Evidence		X			
21113247	OH Juvenile Law		X			
21113387	OH Appellate PR		X			
13780537	OH Domestic Violence		X			
12262117	OH PR Bus Org		X			
13780553	OH Empl PR Law		X			
21113271	OH DUI		X			
21113271	OH DUI		X			
13792675	OH CIV PR		X			
12318406	OH Felony Sentencing		X			
21113751	OH PR Local Govt		X			
13509286	OH Lawyers Trial HB		X			
13509345	OH Workers Comp		X			
40168932	OH PR Real Estate Law		X			
21114553	OH Workers Comp Journal		X			
21114561	OH Prob Law Journal		X			
21114537	OH Domestic Relations		X			
12297506	OH PR V1-5 CRIM		X			
16994651	OH Monthly Record		X			
21112208	OH Rev Code		X			
21033901	OH DIGEST		X			
13509316	OH Forms Leg + Bus		X			
11288244	OH Admin Code		X			

Additional WestPack Print and/or CD-ROM Products Total: N/A

(This total must be carried forward to the applicable West Order Form that includes WestPack and/or CD-ROM Products)

WestlawPRO Charges will be billed as set forth herein. Subscriber also agrees to maintain all subscriptions to the WestPack print products (new and/or existing as set forth above) during the Minimum Term and the charges for Subscriber's WestPack print products (both initial print charges ("Initial WestPack Charges") and print and CD-ROM subscription services charges including CD-ROM Charges ("WestPack Subscription Charges")) shall be billed as set forth herein. Upon conclusion of the Minimum Term, Monthly WestlawPRO Charges, CD-ROM Charges and WestPack Subscription Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

Subscriber's Initials for 12, 24 or 36 Month Minimum Term

_____ 12 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 20% WestPack Print and CD-ROM Product discount (new and existing)
 _____ 24 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 30% WestPack Print and CD-ROM Product discount (new and existing) - Monthly WestlawPRO Charges for second 12 months not to increase by more than _____% over Monthly WestlawPRO Charges for initial 12 months.
 X LDH 36 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 50% WestPack Print and CD-ROM Product discount (new and existing) - Monthly WestlawPRO Charges for second 12 months not to increase by more than 5% over Monthly WestlawPRO Charges for initial 12 months and Monthly WestlawPRO Charges for third 12 months not to increase by more than 5% over Monthly WestlawPRO Charges for second 12 months.

N/A Subscriber's Initials _____ attorneys or corporate users are employed by Subscriber at the location identified above. If West learns that the number of Subscriber's affiliated attorneys exceeds this number, West reserves the right to increase Subscriber's Monthly WestlawPRO Charges as applicable.

Internal Corporate Use Only BND

Technical Contact for Westlaw Patron Access and Campus Research

Name (please print): Linda Hostetter Current Acct # New Account
 Telephone: 330-643-2804 E-Mail Address lhostetter@akronlawlib.org
 X LDH Subscriber's Initials 4 terminals will be used for Patron Access (not required for Campus Research).

WestlawPRO Renewals

WestlawPRO Products

Current Monthly WestlawPRO Charges

Notes:

Subscriber's Initials for 12 Month Renewal Term * Subscriber agrees to commit to an additional 12 months and the Monthly WestlawPRO Charges for the such additional 12 months shall be _____% more than the current Monthly WestlawPRO Charges.

Subscriber's Initials for 24 Month Renewal Term * Subscriber agrees to commit to an additional 24 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be _____% more than the current Monthly WestlawPRO Charges and the Monthly WestlawPRO Charges for the second additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the first additional 12 months.

Subscriber's Initials for 36 Month Renewal Term * Subscriber agrees to commit to an additional 36 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be _____% more than the current Monthly WestlawPRO Charges and the Monthly WestlawPRO Charges for the second additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the first additional 12 months. The Monthly WestlawPRO Charges for the third additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the second additional 12 months.

In the event a promotion in the underlying Order Form required Subscriber to maintain a subscription to certain West products in order to be eligible for such promotion ("Dependency Subscription(s)"), Subscriber must also maintain such Dependency Subscription(s) during the Renewal Term so that Subscriber may be eligible for the pricing set forth herein. In the event Subscriber terminates any of the Dependency Subscription(s) during the Renewal Term, any promotions and related discounts for the Dependency Subscription(s) shall immediately terminate.

* Effective at the end of the current Minimum Term ("Renewal Term"). Upon conclusion of the Renewal Term, Monthly WestlawPRO Charges are billed thereafter at then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Renewal Term) may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred.

Westlaw Passwords and QuickView+

Last Name	First Name, M.I.	Aft	Lib	Para	Other	Product(s)
<u>N/A</u>						

Subscriber shall authorize which Westlaw password(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to the accuracy of charges or other information on QuickView+.

Authorized QuickView+ Password Holder _____ Password _____ Authorized Acct. # _____

Additional Non-WestPack WestlawPRO, CD-ROM and West LegalEdcenter Products						
Full Svc #	Non-WestPack WestlawPRO/ CD-ROM/WLEC Products	# of Pwds Conc. CD Users	Mo. Banded/ Base Rate	Per User/Conc. User Rate	Other	Total Monthly WestlawPRO/CD/WLEC Charges
Notes:						

Total Charges \$ _____

Monthly WestlawPRO Charges, CD-ROM Charges and West LegalEdcenter Charges, are billed on the date West processes Subscriber's order and continue for a 12 month Minimum Term. Upon conclusion of the Minimum Term, CD-ROM Charges are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges will be billed as set forth herein. Upon conclusion of the WestlawPRO and/or West LegalEdcenter Minimum Term, Monthly WestlawPRO Charges and/or West LegalEdcenter Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

Subscriber's Initials for 24 Month WestlawPRO and/or West LegalEdcenter Minimum Term: Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than _____% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months.

Subscriber's Initials for 36 Month WestlawPRO and/or West LegalEdcenter Minimum Term: Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than _____% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the third 12 months not to increase by more than _____% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months.

Subscriber's Initials _____ attorneys or corporate users are employed by Subscriber at the location identified above (for WestlawPRO, CD-ROM case law orders and/or West LegalEdcenter Charges). If West learns that the number of Subscriber's affiliated attorneys exceeds this number, West reserves the right to increase Subscriber's Monthly WestlawPRO Charges as applicable.

CD-ROM and/or West LegalEdcenter annual billing (please check if requested)

West LegalEdcenter Online Features and Services:

Subscriber's Initials _____ Subscriber acknowledges that each user will receive an initial e-mail communication from West LegalEdcenter which includes important information about using the service (including username and password), as well as ongoing communication regarding new online programs available in their practice area(s) and special announcements. Subscriber's users may opt out after the initial e-mail communication.

Programs excluded from the Online CLE Pass shall be billed at then-current rates via credit card billing.

Additional Non-WestPack Print Products					
Full Svc #	Non-WestPack Print Products	Quantity	List Charges	Other	Charges
Notes:					

Total Charges \$ _____

Terms of Payment for Print Products. West's standard terms of payment for print products purchased are net 30 days. West may elect to accept installment payments on the purchase price. Installment payment terms are \$ _____ per month plus tax for approximately _____ months until the purchase price, plus any additional

amounts under this Order Form, is paid in full.

Subscription Service and Passwords. Subscription service may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber after the Minimum Term for WestPack print or CD-ROM products. Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED.

General Provisions. This Order Form is subject to approval by West in St. Paul, Minnesota and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unmatured installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charges may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

Returns. If Subscriber is not completely satisfied with any non-WestPack print or non-WestPack CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Westlaw Charges and West LegalEdcenter Charges are not refundable.

Online Products to be Lapsed		
Full Svc #	Online Products	# of Passwords
	N/A	

The Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan, (for WestlawPRO products and/or CD-ROM Libraries products) and/or the West LegalEdcenter Subscriber Agreement (for West LegalEdcenter products) individually or jointly, as applicable, ("Subscriber Agreement") is/are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.

X Signature Linda D Hostetler Date 12/14/2008

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name Linda D Hostetler

Title Library Director

Date 12/14/2008

X Signature Linda D Hostetler

For Credit Card Transactions only: Visa _____ Master Card _____ Am Ex _____
 Card # _____ Expir. Date _____ Total Amt. to Charge _____

Westlaw Patron Access Other Modules A-1000000
PROGRAM ID: 1000

Date 12-12-08

Account Name Alton Law Library Assn Patron Access

Account Number New A/C

X Subscriber's Initials for Modules elected by Subscriber JDH

Please enter the state designation for each applicable Core or State-Specific Module specified

Core

WL Patron Access Select State Core: OH

State-Specific Modules

- Additional State Core
- OH State Analytical
- OH State Business Law
- State Construction Law
- State Court Dockets
- State Criminal Law
- State DUI
- State eforms: Courts and Agencies
- State Elder Law
- State Employment Law
- State Environmental Law
- State Estate Planning
- State Family Law
- State Federal Materials
- State Forms
- State Graphical Bundle
- State Jurisprudence
- State Jury Instructions
- State Legislative History
- State Municipal Law
- State Practice Series
- State Real Property
- State Worker's Compensation

National and Topical Modules

- All Analytical
- All Federal Cases
- All Federal Primary Law
- All Forms
- All Primary Law
- All State Cases
- All State Statutes
- Am Jur Pleading & Practice Forms
- Am Jur Proof of Facts
- Am Jur Trials
- American Jurisprudence (Am Jur)
- American Jurisprudence Legal Forms
- American Law Reports (ALR)
- Bankruptcy Cases
- Causes of Action

National & Topical Modules (Continued)

- Civil Rights/Disabilities Litigation Specialist
- Corporate Forms
- Corpus Juris Secundum (CJS)
- Couch on Insurance
- Criminal Litigation Specialist
- Elder Law
- Employment Coordinator
- Employment Discrimination Coordinator
- Employment Law - Federal
- Employment Law - Multi-State
- Environmental Law
- Environmental Law Advocate
- Federal eforms: Courts and Agencies
- Fletcher Cyclopedia of Corporation Forms
- Graphical Statutes
- Health Care
- Health Care Analytical
- Immigration Primary Law
- Jury Verdicts
- Law Reviews and Journals
- Legislative History - Fed & All State
- Nichols Cyclopedia of Legal Forms
- Norton Bankruptcy Law
- Nutshell Library
- PastStat Locator
- Real Property
- Regulations Plus
- Restatements of the Law
- ResultsPlus
- Social Security
- Subprime for Patron Access
- USCA
- West Legal Forms
- All Am Jur
- All Dockets
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