



THOMSON REUTERS™

## Order Notification

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

Order ID: **621237**

### Subscriber Information

**Account Address:**

Account #: **1000551747**  
BLOOMINGTON CITY ATTORNEY  
ANNA SULLIVAN  
BLOOMINGTON CIVIC PLZ  
1800 W OLD SHAKOPEE RD  
BLOOMINGTON, MN 55431  
US  
9525634889

**Shipping Address:**

Account #: **1000551747**  
BLOOMINGTON CITY ATTORNEY  
ANNA SULLIVAN  
BLOOMINGTON CIVIC PLZ  
1800 W OLD SHAKOPEE RD  
BLOOMINGTON, MN 55431  
US  
9525634889

**Billing Address:**

Account #: **1000551747**  
BLOOMINGTON CITY ATTORNEY  
ANNA SULLIVAN  
BLOOMINGTON CIVIC PLZ  
1800 W OLD SHAKOPEE RD  
BLOOMINGTON, MN 55431  
US  
9525634889

### Payment and Shipping Information

**Payment Method:**

Payment Method: **WestAccount**  
Account Number: **1000551747**

**Shipping Information:**

Shipping Method: **FREE Ground Shipping - U.S. Only**

### Additional Information

Created By: **0056690**  
Order Source: **27**  
Revenue Channel: **01**  
Order Date: **11/17/2014 2:06:16 PM**  
P.O. Number:  
Additional Data B: **9**

### Order Contact Information

First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
Anna	Sullivan	asullivan@BloomingtonMN.gov		Order Confirmation Contact	28
Anna	Sullivan	asullivan@BloomingtonMN.gov		Primary Password Contact	24
Anna	Sullivan	asullivan@BloomingtonMN.gov		LVN/CNB/CLX/DA Tech Contact	03

### Internal Comments

- Exception Approval Code:E165079
- Worksheet Custom Pro:<https://ordermation.west.thomson.com/esigs/of.aspx?pordergroupid=a926e2e7f13848b0a39b07d544e73679&pfv=true>
- OF Ver:<https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=f42f2400e8844615921a421e09ead752&isofview=yes>

**New Products - WestlawPRO/CD/WLEC/Other**

Qty	Product	Material ID
1	Government Select Level 1 States (WestlawNext™); (Banded)	40988739

**Modules to include in Custom PRO:**

Material ID	Description
40982509	Primary Law with KeyCite®: All — Minnesota (WestlawNext™);
40982967	Corpus Juris Secundum® (WestlawNext™);
40980419	All Analytical Library (WestlawNext™);
40981520	All Primary Law (WestlawNext™);
30152116	Drafting Assistant Litigation & Transactional with Case Analysis Premier
40980561	Legislative History — Minnesota (WestlawNext™);
40982351	Minnesota Practice Series® (WestlawNext™);
40981659	Municipal Law Practitioner Core — Minnesota (WestlawNext™);
41024657	Related Documents (WestlawNext™);
40985233	State Civil Trial Court Orders — Minnesota (WestlawNext™);
41027849	West km Government Express (WestlawNext™);

**Existing Secondary Print Product Subscription(s) to include in WestPack:**

Qty	Product	Material ID
3	MN COURT RULES STATE AND FEDERAL PAMPHLETS VOLUMES I-II SUB	17532576
4	MN CRIMINAL LAW PAM SUB	11455965
4	MN CRIMINAL LAW PAM SUB	11455965
1	MN PR V25A - 25B REAL ESTATE LAWS SUB	40567663
1	MN PRACTICE V11 EVIDENCE SUB	21099317
1	MN PRACTICE V17 EMPLOYMENT LAW AND PRACTICE SUB	11516697
1	MN PRACTICE V17A EMPLOYMENT LAWS PAM SUB	17167746
1	MN PRACTICE V25 REAL ESTATE LAW AND PRACTICE SUB	40129348

Subscriber maintains existing subscription(s) to this WestPack title - do not ship

Monthly charges (Monthly Charges) for the WestPack Principal Product are billed on the date West processes Subscriber's order and continue for the minimum term of complete calendar months elected by Subscriber with his/her initials below (Minimum Term). Subscriber also requests to enter and/or maintain all subscriptions to the WestPack Secondary Products (new and/or existing as set forth above) during the Minimum Term and the charges for Subscriber's WestPack Secondary Products (both initial charges and subscription charges) shall be billed separately at then current rates with the discount as set forth below. Any additional users added to any existing Per User CD-ROM product licensed by Subscriber from West shall be tied to the Minimum Term of the underlying Order Form for such product(s)

**Subscriber's Initials for 36 month Minimum Term for the Principal and the Secondary Products.** Subscriber agrees to commit to a 36 month Minimum Term for the Principal and Secondary Products. The Monthly Charges for Principal Product the first 12 months shall be as set forth herein and the Monthly Charges for the second 12 months shall be 3% more than the Monthly Charges for initial 12 months and Monthly Charges for third 12 months shall be 3% more than Monthly Charges for second 12 months. WestPack Secondary Product discount of 50% shall apply to both new and existing Secondary Product(s) throughout the Minimum Term.

**Subscriber's Initials for Subscription Term after the Minimum Term for WestPack Principal Products.** Upon conclusion of the Minimum Term, Subscriber's Monthly Charges shall be billed at up to then-current rates. Excluded Charges (as defined in Schedule A) may be modified as set forth in the respective Subscriber Agreement (as defined herein). Monthly Charges may be modified upon 30 days written notice to Subscriber. Either party may provide the other party with 30 days prior written notice of cancellation to the Principal Product above. In such event, all discounts associated with WestPack Secondary Products shall also terminate and the terms set forth below for WestPack Secondary Products shall apply. Subscriber's notice of cancellation should be sent to the attention of Customer Service at the address set forth herein.

**Subscriber's Initials for WestPack Secondary Products after the Minimum Term.** Upon conclusion of the Minimum Term Subscriber hereby requests that West continue to provide subscription services for the Secondary WestPack Product(s) associated with the WestPack agreement. Subscription services consist of automatic shipments: a) for print products: updates and/or supplements to the service, including but not limited to, pocket parts, pamphlets, replacement volumes or loose-leaf pages; b) for CD-ROM products: updates and/or supplements to the service, including but not limited to, updated, replacement or supplemental CD-ROMs and online updates; and c) for eBook products that are updated: updates to the most current version of each edition of the eBooks set forth on this Order Form which are available during Subscriber's subscription term (with browser-based online access to the most current version of the eBook), all of which will be billed separately at then-current rates with the discounts as set forth above unless Subscriber's subscription to the Principal WestPack Product is terminated in which case the discounts shall terminate. West's sales representatives will provide additional information regarding frequency and updates upon request. Subscription services for WestPack Products will continue until cancelled and may be cancelled at any time by West or cancelled upon written request by Subscriber to the attention of Customer Service at the address set forth herein.

9 attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), seats (if applicable), corporate users, students and Personnel if ordering Paralegal Plans or terminals (used for Patron Access and Correctional Facility Products) at the location identified above (for

WestlawPRO, CD-ROM case law orders and/or West LegalEdcenter Charges). If West learns that the actual number exceeds this number, West reserves the right to increase Subscriber Monthly Charges as applicable.

User	Start Date	Position	Email
Cross, Jennifer		ATTORNEY	jcross@ci.bloomington.mn.us
Glassberg, Erica		ATTORNEY	eglassberg@ci.bloomington.mn.us
Johnson, Sandy R		ATTORNEY	sjohnson@ci.bloomington.mn.us
Kaul, Ann		ATTORNEY	akaul@ci.bloomington.mn.us
Magnuson, Heather		ATTORNEY	hmagnuson@ci.bloomington.mn.us
Schmidt, Amy		ATTORNEY	aschmidt@ci.bloomington.mn.us
Schneider, Torrie		ATTORNEY	tschneider@ci.bloomington.mn.us
Sullivan, Anna		LIVENOTE ADMIN	asullivan@ci.bloomington.mn.us
Graves, Kris		Non-Attorney	

**Additional Passwords:**

User	Type	Position	Email
Sullivan, Anna	LVN/CNB/CLX/DA Admin	Non-Attorney	asullivan@ci.bloomington.mn.us
Glassberg, Erica	LVN/CNB/CLX/DA User	Attorney	eglassberg@ci.bloomington.mn.us
Johnson, Sandy R	LVN/CNB/CLX/DA User	Attorney	sjohnson@ci.bloomington.mn.us
Kaul, Ann	LVN/CNB/CLX/DA User	Attorney	akaul@ci.bloomington.mn.us
Magnuson, Heather	LVN/CNB/CLX/DA User	Attorney	hmagnuson@ci.bloomington.mn.us
Schmidt, Amy	LVN/CNB/CLX/DA User	Attorney	aschmidt@ci.bloomington.mn.us
Schneider, Torrie	LVN/CNB/CLX/DA User	Attorney	tschneider@ci.bloomington.mn.us
Graves, Kris	LVN/CNB/CLX/DA User	Non-Attorney	kgraves@bloomingtonmn.gov

Order Subtotal:	N/A
* Estimated Tax:	TBD
Order Total:	\$0.00
Products Under 36 month contract term:	\$2,541.43
** Billed Monthly Total:	\$2,541.43

\* Sales tax for your order will reflect applicable state and local taxes and will be finalized upon shipment. In accordance with applicable laws, tax will be applied to products and shipping. Actual tax may vary slightly from that shown above.

\*Free shipping is not applicable to print orders that will be shipped from affiliates of Thomson Reuters that are located outside of the United States, its territories and possessions. For such products, transportation and handling charges (FOB origin) will be added.

\*\* First full month billing will be invoiced at the monthly billed detail set forth above. Pricing is subject to the price increase pursuant to the terms and conditions set forth in agreement.

Lapse Subscriptions		
Active Subscriptions to Lapse	Contract Number	Material ID
WL PRO RESULTSPLUS PREMIUM	0118514162	40470694
WESTLAW SELECT	0118514137	40988638
DRAFTING ASSISTANT LITIGATION	0118514148	41130896
DRAFTING ASSISTANT LITIGATION CASE ANALYSIS PREMIER	0118514144	41134080
DRAFTING ASSISTANT TRANSACTIONAL	0118514151	41283385
DRAFTING BRIEFTOOL	0118514146	41130899

DRAFTING CITEADVISOR	0118514147	41130898
GOVERNMENT GC ALL PRIMARY LAW MODULE	0118514141	40973997
MINNESOTA STATE CIVIL TRIAL COURT ORDERS	0118514164	40979467
MN MUNICIPAL PRACTITIONER CORE	0118514158	40974393
OUTLINES	0118514145	41134294
RELATED DOCS	0118514161	41024656
WEST KM GOV EXPRESS	0118514167	41027846
WESTLAWPRO MINNESOTA PRACTICE	0118514155	40973744
WESTLAWPRO WITH KEYCITE ALL MN	0118514138	40973844
WL PRO LEGISLATIVE HISTORY MN	0118514152	40974651

**Additional Terms.**

**Credit Card Transactions Only.** Subscription charges for this order will be billed to Subscriber's West account unless automatic credit card or electronic funds transfers have been separately authorized by Subscriber.

**Subscriber Auto Charge Credit Card / Electronic Funds Transfer Election Payment Terms.** Subscriber may separately authorize West to automatically charge a credit card (Auto Charge) or electronic fund transfer (EFT), to pay charges for charges due on Subscriber's account. If Subscriber currently subscribes to Auto Charge or EFT, subscription charges incurred from this order will be Auto Charged or debited through EFT (as elected) in accordance with existing terms and conditions.

**Returns and Refunds.** If Subscriber is not completely satisfied with any print product received from West as part of a subscription or as a one-time purchase, and not as part of a multi-year contract or a CD-ROM/DVD product received after the Minimum Term, the product may be returned within 45 days of the original shipment date for a full refund or credit, in accordance with West's then-current returns policies. Different rules (<http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf>) apply for print products received as part of multi-year contracts such as, but not limited to, Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements and ePack and to WestPack contracts as well. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are non-refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact West Customer Service at 1-800-328-4880 for additional details regarding West's current policies on returns and refunds.

**Notices.** Except as otherwise provided in the applicable Subscriber Agreement, 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 Order Form/Order Notification.

**Transportation Charges.** Print and CD-ROM/DVD products are shipped FOB origin. Transportation charges will only be added to expedited shipments at Subscriber's request and for international products or shipments at then-current carrier rates.

**Other Terms and Conditions.** Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all of Subscriber's authorized users. Subscriber's Westlaw Doc and Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc and Form Builder subscription, West will provide Subscriber with access to and the ability to export related Westlaw Doc and Form Builder Data for 180 days at no charge. Thereafter, West will delete such Westlaw Doc Form Builder Data. West may share Subscriber information and Subscriber Content with its business partners as may be necessary to provide Time and Billing Services to Subscriber and Subscriber must remove all Time and Billing content prior to termination of this Order Form and Subscriber Agreement.

**General Provisions for Non-Government Subscribers Only.** This Order Form is subject to approval by West, a Thomson Reuters business (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. All payments are due 30 days from date of invoice. 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 charges. If any charges remain unpaid 30 days after becoming due, 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 charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form may not be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. 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.

**General Provisions for Government Subscribers Only.** This Order Form is subject to approval by West, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form may not be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent.

**Additional Contract Information**

**NON-AVAILABILITY OF FUNDS FOR WestlawPRO GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).**

If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, 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). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates)

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

**Signature for Order ID: 621237**

**The following, individually or jointly, as applicable ("Subscriber Agreement and Schedule A") is/are hereby incorporated by reference and made part of this Order Form:**

- Research Subscriber Agreement (located at <http://legalsolutions.com/research-subscriber-agreement>)
- Applicable Schedule A (located at <http://legalsolutions.com/schedule-a-westlaw>)

and the following if applicable when ordering Hosted Practice Solutions

- Hosted Practice Solutions Subscriber Agreement (located at <http://legalsolutions.com/hosted-practice-solutions-subscriber-agreement>)
- Applicable Schedule A (located at <http://legalsolutions.com/schedule-a-concourse-firm-central-caselogistix>)

In the event there is a conflict between the terms and conditions of the Subscriber Agreement and Schedule A and the terms and conditions of this Order Notification, the terms and conditions of this Order Notification shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement, and Schedule A and this Order.

Signature of Authorized Representative for order	Title <u>Mayor / City Manager</u>
Printed Name <u>Gene Winstead and Mark Bernhardson</u>	Date

© 2014 West, a Thomson Reuters business. All rights reserved.

Reviewed and approved by the City Attorney.

\_\_\_\_\_  
City Attorney