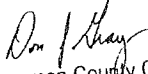


FILED

DEC 08 2023

RESOLUTION 14-1


Sangamon County Clerk

WHEREAS, the Sangamon County Circuit Court's legal research contract with West Publishing Corporation/Thomson Reuters Enterprise Centre GmbH (herein "Westlaw") for Patron Services ends on December 31, 2023; and

WHEREAS, Patron Services allows the public to have access to Westlaw's electronic research services, thereby eliminating the need for Sangamon County to expend funds to maintain the former law library, a library comprised primarily of legal material in book form; and

WHEREAS, Westlaw alone responded to the Circuit Court's RFP seeking future Patron Access services; and

WHEREAS, the Circuit Court prefers to remain with Westlaw as the Patron Access vendor because Westlaw has performed well under past contracts and end users are familiar with Westlaw products; and

WHEREAS, Westlaw's Order Form (attached hereto) includes the following monthly pricing schedule for Patron Access: \$779.00 for FY24, \$794.58 for FY25, \$810.47 for FY26, \$826.68 for FY27, and \$843.21 for FY28; and

WHEREAS, the Westlaw Order Form grants Sangamon County the right to terminate the Patron Access services after FY26 and FY27; and

WHEREAS, in summary, Westlaw is offering to provide Patron Access services to Sangamon County for a five year period commencing January 1, 2024, at a cost of approximately \$9,730 per year, and the Circuit Court desires that Sangamon County accept that offer.

NOW, THEREFORE, BE IT RESOLVED by Sangamon County this 19th day of December, 2023, that the Sangamon County Circuit Court is hereby authorized to execute the Westlaw Order Form attached hereto and thereby enter into a contract with Westlaw for Patron Access services with a term beginning January 1, 2024.

Court Services Committee


Chairman: *Nancy J. Sheppard* Date: 12/7/23

Sangamon County Board

Chairman: _____ Date: _____

ATTEST:

County Clerk

 THOMSON REUTERS	Order Form	Order ID: Q-07831377
Contact your representative sruthi.koneru@thomsonreuters.com with any questions. Thank you.		

Sold To Account Address Account #: 1003109243 SANGAMON COUNTY CIRCUIT COURT PATRON ACCESS 200 S 9TH ST STE 522 SPRINGFIELD IL 62701-1629 US "Customer"	Shipping Address Account #: 1003109243 SANGAMON COUNTY CIRCUIT COURT PATRON ACCESS 200 S 9TH ST STE 522 SPRINGFIELD IL 62701-1629 US	Billing Address Account #: 1003109243 SANGAMON COUNTY CIRCUIT COURT PATRON ACCESS 200 S 9TH ST STE 522 SPRINGFIELD, IL 62701-1629 US
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This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions (available here: <http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf> In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$779.00	60

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post-Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Applicable Law. 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 non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

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 customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering

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document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

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.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. 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.

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

Product Specific Terms and Information Security Controls: The following product specific terms and information security controls shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Information Security Controls <http://tr.com/HighQ-InfoSec>

Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Modifications to Order Form - Westlaw Only, Government Clauses Removed

1. The following sections are deleted in their entirety and do not apply to the Agreement:
 - Post Minimum/Renewal Terms - Federal Government Subscribers Optional Minimum Term.
 - Credit Verification.
 - Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.
 - Returns and Refunds.
 - The Thomson Reuters General Terms and Conditions for Federal Subscribers
2. Modification to Order Form - Charges, Payments & Taxes. This section is deleted in its entirety and replaced with the following: "You agree to pay all undisputed charges in full in accordance with your state laws. If you are a tax-exempt entity, you will provide written disclosure of your tax-exempt status."
3. Modification to Order Form- Applicable Law. This section is amended to state the following: "This Agreement will be governed by the laws of your state and the jurisdiction/venue between the parties may be brought in your state courts, unless otherwise provided for by state law."
4. Modification to the Thomson Reuters General Terms and Conditions. The first sentence in Section 5(a), Payment and Taxes is deleted and replaced with the following: "You agree to pay all undisputed charges in full in accordance with your state laws."
5. Modification to the Thomson Reuters General Terms and Conditions. The second to last sentence in Section 9(b), is amended by deleting the following, "your indemnification obligations in Section 9(d) or."
6. Modification to the Thomson Reuters General Terms and Conditions. Section 9(d), Your Obligations, is deleted in its entirety.
7. Modification to the Thomson Reuters General Terms and Conditions. The first sentence of Section 13(a), Assignment, is amended to state the following: "Neither of us may assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without prior written consent."

8. Modification to the Thomson Reuters General Terms and Conditions. Section 13(d), Governing Law is deleted in its entirety.

One Time Option to Terminate.

You may elect a one-time option to terminate the Order Form upon 30 days prior written notice to us with termination effective at the end of the initial 36 month(s) of the Minimum Term. All other terms and conditions of the Order Form will remain unchanged.

You may elect a one-time option to terminate the Order Form upon 30 days prior written notice to us with termination effective at the end of the initial 48 month(s) of the Minimum Term. All other terms and conditions of the Order Form will remain unchanged.

Acknowledgement: Order ID: Q-07831377

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 2/2/2024.