RESOLUTION 5-

WHEREAS, the Sangamon County Circuit Court's legal research contract with West Publishing Corporation/Thomson Reuters Enterprise Centre GmbH (herein "Westlaw") for County Legal Researchers (i.e., the court, the Public Defender's Office, and the State's Attorney's Office) ends on December 31, 2023; and

WHEREAS, purchasing internet-based legal research services for County Legal Researchers eliminates 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 the need to purchase the vast majority of legal books formerly purchased for County Legal Researchers; and

WHEREAS, Westlaw alone responded to the Circuit Court's RFP seeking internet-based legal research services for County Legal Researchers; and

WHEREAS, the Circuit Court prefers to remain with Westlaw as the vendor for internetbased legal search services because Westlaw has performed well under past contracts and County Legal Researchers are familiar with Westlaw products; and

WHEREAS, Westlaw's Order Form (attached hereto as Exhibit A) includes the following monthly pricing schedule for internet-based legal research for sixty (60) County Legal Researchers: $\underline{\$6,436.18}$ for FY24, $\underline{\$6,575.15}$ for FY25, $\underline{\$6,717.03}$ for FY26, $\underline{\$6,862.73}$ for FY27, $\underline{\$7,011.51}$ for FY28; and

WHEREAS, the Westlaw Order Form (Exhibit A) grants Sangamon County the right to terminate services for County Legal Researches after FY26 and FY27; and

WHEREAS, Westlaw has also offered, through a second Westlaw Order Form (attached hereto as Exhibit B), to provide its Drafting Assistant for Government service for one County Legal Research for a one-year term for \$119 per month (\$1,428 for the year); and

WHEREAS, it is envisioned that the SAO's Civil Division will use the Drafting Assistant service on various county contract drafting and briefing assignments and thereafter determine if the efficiencies and accuracy of the service warrant continued or further use; and

WHEREAS, through a third Westlaw Order Form (attached hereto as Exhibit C), Westlaw has offered to renew its existing contract and provide specified, printed legal books for the judges' use over a five-year period beginning February 1, 2024, at a charge of approximately \$555 per month; and

WHEREAS, through a fourth Westlaw Order Form (attached hereto as Exhibit D), Westlaw has offered to renew its existing contract and provided specified, printed legal



DEC 0 8 2023

Don / Khay angamon County Clerk

WHEREAS, the Circuit Court desires that Sangamon County accept the aforementioned Westlaw offers.

NOW, THEREFORE, BE IT RESOLVED by Sangamon County this 19th day of December, 2023, that the Sangamon County Circuit Court is hereby authorized to: (a) execute the Westlaw Order Form attached hereto as Exhibit A and thereby enter into a contract with Westlaw for internet-based legal research services for sixty (60) County Legal Researchers; (b) execute the Westlaw Order Form attached hereto as Exhibit B and thereby enter into a one-year contract with Westlaw for its Drafting Assistant service for (1) County Legal Researcher; (c) execute the Westlaw Order Form attached hereto as Exhibit C and thereby enter into a five-year contract to obtain legal books for judges; and (d) execute the Westlaw Order Form attached hereto as Exhibit D and thereby enter into a five-year contract to obtain legal books for the State's Attorney's Office.

Court Services Committee Chairman: Aug Mapparl Date: 12/1/23

Sangamon County Board

Chairman: _____

Date:

ATTEST:

County Clerk

THOMSON REUTERS	Order Form Contact your representative sruthi.koneru@	Order ID: Q-07570954
Sold To Account Address	Shipping Address	Billing Address
Account #: 1000576660	Account #: 1000576660	Account #: 1000576660
SANGAMON COUNTY CIRCUIT COURT	SANGAMON COUNTY CIRCUIT	SANGAMON COUNTY CIRCUIT COURT
LIBRARY	COURT	LIBRARY
200 S 9TH ST STE 522	LIBRARY	200 S 9TH ST STE 522
SPRINGFIELD IL 62701-1629 US	200 S 9TH ST STE 522	SPRINGFIELD, IL 62701-1629
"Customer"	SPRINGFIELD IL 62701-1629 US	US

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 Gmb11 to the extent that products or services will be provided by Thomson Reuters Enterprise Centre Gmb11.

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: <u>https://www.tr.com/trorderinginfo</u>

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: <u>http://tr.com/us-general-terms-and-conditions</u>) 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	\$5,924.00	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.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

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 document. Modification of Excluded Charges or Schedule Λ 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 <u>http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf</u> 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: <u>http://www.thomsonreuters.com/document-intelligence-PST</u>.

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 <u>http://tr.com/HighQ-InfoSec</u>

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 cBooks
- 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.

Modification to the Thomson Reuters General Terms and Conditions. The first sentence of Section 13(a), Assignment, is amended to 7. 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."

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

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-07570954

Signature of Authorized Representative for order

Title

Printed Name

Date

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



Attachment

Order ID: Q-07570954

Contact your representative sruthi.koneru@thomsonreuters.com with any questions. Thank you.

Payment Method:

Shipping Information:

Payment Method: Bill to Account Account Number: 1000576660 This order is made pursuant to:

Shipping Method: Ground Shipping - U.S. Only

Payment, Shipping, and Contact Information Order Confirmation Contact (#28) Contact Name: Benoit, Joel Email: joel.benoit@sangamonil.gov

> eBilling Contact Contact Name DANIELLE MARTIN Email danielle.martin@sangamonil.gov

	Pro	Flex Multiple Location Details	· · · · · · · · · · · · · · · · · · ·
Account Number	Account Name	Account Address	Action
1000576660	SANGAMON COUNTY CIRCUIT COURT	200 S 9TH ST STE 522 SPRINGFIELD IL 62701-1629 US	New
1000194498	SANGAMON COUNTY PUBLIC DEFENDER	200 S 9TH ST STE 301B SPRINGFIELD IL 62701-1975 US	New
1000576662	SANGAMON COUNTY	200 S 9TH ST STE 402 SPRINGFIELD IL 62701-1980 US	New

ProFlex Product Details				
Quantity	Unit	Service Material #	Description	
1	Each	40757482	West Proflex	
60	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Governmen	
60	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government	
60	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government	
60	Attorneys	41713230	Westlaw National Public Records, Enterprise access	
60	Attorncys	41994565	Gvt - National Reporter Images For Government (Westlaw PRO™)	

		Account Contacts	
Account Contact	Account Contact	Account Contact	Account Contact
First Name	Last Name	Email Address	Customer Type Description
Danielle	Martin	daniellc.martin@sangamonil.gov	EML PSWD CONTACT

	Lapsed Products
Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

r		·		Charges	During Mi	nimum Term					
Material #	Product Name	Vear 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3- 4*	Year 4 Charges per Billing Freq	% incr Yr 4- 5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	\$5,924.00	2.00%	\$6042.48	2.00%	\$6163.33	2.00%	\$6286.60	2.00%	\$6412.33	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

THOMSON REUTERS	Order Form Contact your representative sruthi.koneru@th	Order ID: Q-07677255
Sold To Account Address	Shipping Address	Billing Address
Account #: 1000576660	Account #: 1000576660	Account #: 1000576660
SANGAMON COUNTY CIRCUIT COURT	SANGAMON COUNTY CIRCUIT	SANGAMON COUNTY CIRCUIT COURT
LIBRARY	COURT	LIBRARY
200 S 9TH ST STE 522	LIBRARY	200 S 9TH ST STE 522
SPRINGFIELD IL 62701-1629 US	200 S 9TH ST STE 522	SPRINGFIELD, IL 62701-1629
"Customer"	SPRINGFIELD IL 62701-1629 US	US

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: <u>https://www.tr.com/trorderinginfo</u>

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: <u>http://tr.com/us-general-terms-and-conditions</u>) 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 <u>https://static.legalsolutions.thomsonrcuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf</u> 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	Attachmen	nt for	details
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Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$119.00	12

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.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

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 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 <u>http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf</u> 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 arc incorporated by reference: <u>http://www.thomsonreuters.com/document-intelligence-PST</u>.

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://ir.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 <u>https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf.</u> 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 cBooks
- 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.

For Law Enforcement Agencies and Correctional Facilities Only - No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation) In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw Or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor 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 or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Acknowledgement: Order ID: Q-07677255

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 12/29/2023.



Order ID: Q-07677255

Contact your representative sruthi.koneru@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Attachment

Payment Method:

Shipping Information:

Payment Method: Bill to Account Account Number: 1000576660 This order is made pursuant to:

Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Order Confirmation Contact (#28) Contact Name: Benoit, Joel Email: joel.benoit@sangamonil.gov

eBilling Contact Contact Name Joel Benoit Email joel.benoit@sangamonil.gov

	Pro	Flex Multiple Location Details	
Account Number	Account Name	Account Address	Action
		200 S 9TH ST STE 402	
1000576662	SANGAMON COUNTY	SPRINGFIELD	New
		IL 62701-1980 US	

ProFlex Product Details						
Quantity	Unit	Service Material #	Description			
1	Each	40757482	West Proflex			
1	Attorneys	41974282	Gvt Drafting Assistant For Government (Westlaw PROâ¢)			

		Account Contacts	
Account Contact	Account Contact	Account Contact	Account Contact
First Name	Last Name	Email Address	Customer Type Description
Danielle	Martin	danielle.martin@sangamonil.gov	EML PSWD CONTACT

WEST ORDER FORM – For West Complete Print and ProView eBook Products Only 610 Opperman Drive, P.O. Box 64833 St. Paul, MN 55164-1803 Tel: 651/687-8000



THOMSON REUTERS

Check West account status below as a	pplicable: Rep Nam	e & Number Print Contact -	Nate Ersland / 6120540 Jose Carlos Manriquez	*
New (NACI Form attached)	Existing with Increa	se Credit Limit	NACI Form attached)	*
Existing with no changes <u>X</u>			nust attach a Customer Name Change Form)	RE
Acct # 1000576660	Quote #	PO #		
Name/Subscriber SANGAMON C	OUNTY CIRCUIT COURT		Bill To Acct # 1000576660	
Order Confirmation Contact Name	Susann Maxheimer			R
E-Mail suzann.maxheimer@sa	angamonil.gov			
Westlaw Password Contact Name (for password delivery)				
E-Mail				*
				<u> </u>
Permanent Address Change	_ One-Time Ship To	Additional Ship To	Additional Bill To	IF
Name		Attn:		z
Address		5	Suite/Floor	E E
City	State	County	Zip	g
				ЕD

This Order Form is a legal document between Customer and West Publishing Corporation. West Publishing Corporation is referred to as "Thomson Reuters", "we" or "our" and Customer will be referred to as "you", or "I" or "Client".

Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at <u>http://tr.com/TermsandConditions</u>. The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <u>legalsolutions.com/Federal-ThomsonReuters-General-Terms-Conditions.pdf</u>. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

West Complete Print					
Program ID:	WCMP				
Full Svc #	Print Products	List Charges	Other	Monthly Charges	Minimum Term (Months)
40666420	West Complete				

See Attachment (988.dot) for print product detail, which is incorporated by reference.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any West Complete Print products during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted. We will contact you if any of the titles are no longer commercially available. You will then have 60 days to choose a replacement title of equal or lesser value.

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 Pricing Attachment (#1113) to the Order Form.

Initials for Automatic Renewal Term. I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and we will notify you of any changes to your Charges at least 60 days before each Automatic Renewal Term begins. Automatic Renewal Charges will be in effect the month before the Automatic Renewal Term starts. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts.

For any ProView Enterprise products listed above: Upon termination, your right to access and use eBooks, including content and retention of content, will terminate, and West retains the right to delete any user notes that may be attached to terminated eBooks.

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

Monthly Charges for the Initial Renewal Year are set forth above and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any of your West Complete Print products during any Renewal Term, the Monthly Charges will not be adjusted.

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	ProVi		
Last Name	First Name, M.I.	ProView eBook Product(s)	*Optional E-Mail Address

*An e-mail address is required only if an individual user prefers to receive his or her registration key to a personal e-mail address. If necessary, attach additional page(s) including full names, products and optional e-mail addresses.

ProView Enterprise IP Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the Order Form as the Unit of Pricing Type. Our pricing for ProView Enterprise IP banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

1		
	Miscellaneous	
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1. 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 will be interpreted under Minnesota state law and any claim by one of us may 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.

2. 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.

3. 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.

4. Returns and Refunds. You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, WestPack, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. 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.

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

6. Transportation Charges. Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rates.

7. 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 <u>legalsolutions.com/ThomsonReuters-General-Terms-Conditions PST.pdf</u>. 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
- CD-ROM
- 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

8. Assignment. This Order Form is subject to our approval. You may not assign, sublicense or otherwise transfer this Order Form without our prior written consent.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Na	ame
Title	
Date	
Signature	<u>X</u>

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15-14

This Attachment is incorporated by reference into and made a part of the underlying Order Form.

Account #	1000576660	Account Name	SANGAMON COUNTY CIRCUIT COURT
			······································

Sub/Full Sve #	Print Products	Quantity	New or Existing
15334364	IL CR CIR CT PAM SUB	6	Existing
18458382	IL CR S/F (2V) SUB	6	Existing
40176114	IL CRIM & MOTOR VEHICLE LAW PAM SUB	6	Existing
12132132	IL FAMILY LAW & CR PAM SUB	4	Existing
12132132	IL FAMILY LAW & CR PAM SUB	1	Existing
12126596	IL PROB ACT & LAWS PAM SUB	1	Existing
15095599	IL TRIAL HNDBK CIV SUB	5	Existing
15315017	IL TRIAL HNDBK CRIM SENT SUB	5	Existing
14401971	IL TRIAL HNDBK CRIM SUB	5	Existing
40103233	IL TRIAL HNDBK HOMICIDE SUB	5	Existing
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Monthly Pricing Attachment to Order Form

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		Mo	nthly Pricing	Monthly Pricing for New/Service Products	ce Products					
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Materíal #	Product/Service Name	Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge	Percent	Monthly	Percent	Monthly
						Cuarge	AUCECASC	LIARGE	Increase	Charge
					Ī					
		Moat	ily Pricing fo	Monthly Pricing for Renewal/Service Products	vice Product					
		Year 1	Y	Year 2		Year 3	<u>^</u>	Vear 4		Vanif
Material #	Product/Service Name	Monthly Charae	Percent Increase	Monthly	Percent	Monthly	Percent	Monthly		Monthly
40666551	West Complete	\$ 512.18	4.00%	\$532.67	4.00%	\$553.97	4.00%	5576.13	4.00%	S500 1A

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Check West account status below as	<i>applicable:</i> Re	p Name & Number Print Co	ntact - Nate Ersland - Cristopher Martinez 61206	\$28 *
New (NACI Form attached)	Existing with	Increase Credit Limit	(NACI Form attached)	*
Existing with no changes	Existing with changes	(Permanent name cha	inge must attach a Customer Name Change Form)	RE
Acct # 1000576662	Quote #	PO #	Date <u>12/04/2023</u>	
Name/Subscriber SANGAMON C			Bill To Acct # 1000576662	
Order Confirmation Contact Name				R
E-Mail kelly.reed@sangamonil.gov				E
Westlaw Password Contact Name (for	password delivery)			*
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Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at http://tr.con/TermsandConditions. The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at http://termsandConditions. The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at http://termsonReuters-General-Terms-Conditions. The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at http://termsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

		West Comple	ete Print		
Program ID:	WCMP				
Full Svc #	Print Products	List Charges	Other	Monthly Charges	Minimum Term (Months)
40666420	West Complete				unan — 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 -

See Attachment (988.dot) for print product detail, which is incorporated by reference.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any West Complete Print products during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted. We will contact you if any of the titles are no longer commercially available. You will then have 60 days to choose a replacement title of equal or lesser value.

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

Initial Renewal Year Monthly Sub Matl # Print Products Charges Renewal	
	Effective Date Renewal Term (Months)
40666551 West Complete 75.95 03/01/20	24 60 Months
Notes:	

Monthly Charges for the Initial Renewal Year are set forth above and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form.

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	ProVi	ew eBook Users	
Last Name	First Name, M.I.	ProView eBook Product(s)	*Optional E-Mail Address
	······		

*An c-mail address is required only if an individual user prefers to receive his or her registration key to a personal e-mail address. If necessary, attach additional page(s) including full names, products and optional e-mail addresses.

ProView Enterprise IP Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the Order Form as the Unit of Pricing Type. Our pricing for ProView Enterprise IP banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

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I. 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 will be interpreted under Minnesota state law and any claim by one of us may 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.

2. 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.

3. Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditvorthiness. 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.

4. Returns and Refunds. You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor 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.

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

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- Campus Research
- CD-ROM
- 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

8. Assignment. This Order Form is subject to our approval. You may not assign, sublicense or otherwise transfer this Order Form without our prior written consent.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Date _____

Signature X

West Order Form Attachment West Complete Additional Components 610 Opperman Drive, P.O. Box 64833 St. Paul, MN 55164-1803 Tel: 651/687-8000



This Attachment is incorporated by reference into and made a part of the underlying Order Form.

Account #	1000576662	Account Name	SANGAMON COUNTY
Sub/Full Svc #	Print Products	Quantity	New or Existing
15315017	IL TRIAL HNDBK CRIM SENT SUB	1	Existing
15315017	IL TRIAL HNDBK CRIM SENT SUB	1	Existing
14401971	IL TRIAL HNDBK CRIM SUB	1	Existing
40103233	IL TRIAL HNDBK HOMICIDE SUB	1	Existing
*****			······································
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Monthly Pricing Attachment to Order Form

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Monthly Pricing for New/Service Products		Product/Service Name						Monthly Priving for Damanal/Candia Backhood	V Year 1 v Vear 2 v Vear 3 v Vear 4 v	
		Material #								

		Month	dy Pricing fo	Monthly Pricing for Renewal/Service Products	ice Products					
		Year	Y	Year 2	Å	Year 3	Υe	Year 4		Year 5
Material #	Product/Service Name	Monthly Charge	Percent Increase	Monthly Charge	Percent Increase	Monthly Charge	Percent	Monthly		Monthly
40666551	West Complete	\$ 75.95	4.00%	\$78.99	4.00%	\$82.15	4.00%	585.43	4.00%	Charge SA8 A5
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3/1/2021

(5-20)

	Year 1 Year 2	Year 3	Year 4	Year 5
Account/Subscription 1/1/2024 - 12/	1/1/2024 - 12/31/2024 1/1/2025 - 12/31/2025 1/1/2026 - 12/31/2026 1/1/2027 - 12/31/2027 1/1/2028 - 12/31/2028	1/1/2026 - 12/31/2026	1/1/2027 - 12/31/2027	1/1/2028 - 12/31/2028
Sangamon County Patron Access 1 terminal (1003109243)	\$9,348.00 \$9,534.96	\$9,725.64	\$9,920.16	\$10,118.52
Sangamon County Court Admin Westlaw 60 Attorneys (1000576660)	\$71,088.00 \$72,509.76	\$73,959.96	\$75,439.20	\$76,947.96
Sangamon County Court Admin 1 seat Drafting Assistant (1000576660)	\$1,428.00			
Total \$8	\$81,864.00 \$82,044.72	\$83,685.60	\$85,359.36	\$87,066.48

15-21



LIVE ** Sangamon County ** LIVE Purchase Order Edit Listing

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Department	P.O.	Number	Туре	Vendor/Vendor Address	Descriptio	n/Bill to Addre	ess
CRT.ADMN Circuit Court,Administratio			*Standard	19678-Thomson*West	Thomson V	Vest 5 year cont	ract
	G/L Date: 12/0	5/2023		Thomson*West	Court Adm	inistrator	
	Deliver By Date:			West Payment Center	200 S Nintl	n St, Room 522	
	Expiration Date:			P.O. Box 6292	Springfield	, IL 62701	
	Form Type: STN	D		Carol Stream, IL 60197-6292			
Re	esolution Number: None	e					
	Assigned to: None	e					
Detail: Description	on		Vendor Part Number	(Quantity U/M	Amount/Unit	Tota Amoun
		·······		·····			
	al Srvcs; County Code B 003109243	ooks - Patron			1.0000 EA	52,000.0000	52,000.00
Cont	ract Number:	Confirming: No	Ordered For:	Ship To: Court Administrato	r		
List Pr	rice Per Unit: 52,000.00	1099 Item: No	Ship Via:	200 S Ninth St, Ro			
Discoun	t Percentage: 0%	Taxable Item: No	Freight Terms:	Springfield, IL 627	01		
		Create Asset: No	Associate To Asset:				
Detail: Description	on		Vendor Part Number	C	Quantity U/M	Amount/Unit	Total Amount
					<u> </u>		
Contractu 10005766	al Srvcs; County Code B 60	ooks - Westlaw			1.0000 EA	375,000.0000	375,000.00
Contra	act Number:	Confirming: No	Ordered For:	Ship To: Court Administrato	r		
	ce Per Unit: 375,000.00	1099 Item: No	Ship Via:	200 S Ninth St, Roo			
Discount	Percentage: 0%	Taxable Item: No	Freight Terms:	Springfield, IL 627	01		
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