

PARTICIPATING ADDENDUM

NASPO Contracting Alliance For Legal Subscription Services

Between the STATE of WEST VIRGINIA and

WEST PUBLISHING CORPORATION, d/b/a WEST, a Thomson Reuters business

NASPO Master Price Agreement (Contract No. B26054)

State of West Virginia Participating Addendum (Contract No. Westlaw10)

1. **Scope:** All government agencies within the State of West Virginia, including all state agencies and local public bodies, cities and public schools and public institutions of higher education, are authorized to purchase products and services under the terms and conditions of this agreement, available in the NASPO Master Price Agreement (Contract No. B26054).

Changes: This Addendum shall include the WV-96 Agreement Addendum attached hereto and incorporated herein by reference and shall be governed by the laws of the State of West Virginia and any court proceeding shall be brought in the State of West Virginia.

2. **Conflicting Terms:** In the event of a conflict between the terms contained within West Virginia Participating Addendum and NASPO Master Price Agreement ("Master Price Agreement"), West Virginia Participating Addendum shall control.

3. **Purchase Order Instructions:** All orders shall include reference to the Master Price Agreement Number (B26054).

4. **Primary Contact:** The primary contact individuals for this Participating Addendum is as follows:

Lead State Contract Administrator

Name: Dan Duffy
Title: Acquisition Management Specialist
Address: State of Minnesota
Department of Administration
Materials Management Division
50 Sherburne Ave., 112 Administration Bldg.
St. Paul, MN 55155
Telephone: 651.201.2449
Fax: 651.297.3996
Email: dan.duffy@state.mn.us

Participating State Administrator

Name: Michael Sheets
Title: Assistant Director
Address: Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-0492
Fax: 304-558-4115
Email: michael.w.sheets@wv.gov

Contract Vendor: Contract Manager

Name: Alex Medrano
Title: General Counsel
Address: 610 Opperman Drive
Telephone: 651-848-3094
Fax: 651-687-5686
Email: alex.medrano@thomsonreuters.com


Contract Vendor: Project Manager (contact person for questions about West's content offerings, price plans, new sales/new orders, training, and basic account management):

Name: Nathan Grein / Michael Hall
Title: Regional Manager / Sales Consultant
Address: 610 Opperman Drive
Telephone: 651-848-4884 / 651-244-2355
Fax: 651-848-9323 / 651-848-9312
Email: nathan.grein@thomsonreuters.com
michael.g.hall@thomsonreuters.com


5. **Effect of Agreement:** This Participating Addendum ("Addendum") and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, or contrary to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.
6. **Westlaw Order Forms:** The State of West Virginia has reviewed West's applicable Order Forms and hereby incorporates these documents into the West Virginia Participating Addendum.
7. **Cancellation of the Participating Addendum:** At the time of termination or expiration of a Participating Addendum, any existing multi-year agreement between the Contract Vendor and a Participating Agency as allowed under the Price Schedules, will remain in effect and continue to exist under the terms and conditions of the Master Price Agreement until the term expires as set forth in that multi-year agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of West Virginia
Government Entity: Department of Administration
Purchasing Division

By: 
Name: W. Michael Sheets
Title: Assistant Director, Purchasing Division
Date: August 8, 2011

Contract Vendor: WEST PUBLISHING CORPORATION,
d/b/a WEST, a Thomson Reuters business

By: 
Name: John Nelson
Title: Manager, Customer Contracts
Date: August 3, 2011

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement. *Assignment of the agreement is subject to renewed attestation, certification or credentialing required of original Agency.*
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY**: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement (*excluding Exhibit D, Vendor's Subscriber Agreement which may be revised in accordance with Section 11 of that Agreement*) shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

AGENCY: WV Purchasing Division
 Signed: [Signature]
 Title: Assistant Director, Purchasing Division
 Date: August 5, 2011

WEST PUBLISHING CORPORATION, d/b/a/ WEST,
 a Thomson Reuters business
 Signed: [Signature]
 Title: Manager, Customer Contracts
 Date: August 3, 2011

Approved as to form prior to signature this 17th day of June, 2011, by [Signature] Deputy Attorney General