



THOMSON REUTERS

### Order Form

[Text deleted]

Contact your representative [Text deleted]

with any questions. Thank you.

**Account Address**

Account #: [Text deleted]

UNIV OF CALIFORNIA SAN DIEGO  
[Text deleted]

9500 GILMAN DR # 175A  
LA JOLLA CA 92093-5004 US

**Shipping Address**

Account #: [Text deleted]

UNIV OF CALIFORNIA SAN DIEGO  
[Text deleted]

9500 GILMAN DR # 175A  
LA JOLLA CA 92093-5004 US

**Billing Address**

Account #: [Text deleted]

UNIV OF CALIFORNIA SAN DIEGO  
[Text deleted]

9500 GILMAN DR # 175A  
LA JOLLA, CA 92093-5004 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

**Online / Practice Solutions / Software Products**

Service Material	Product	Quantity	Unit	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Terms	Order Type
42119074	Campus Research International (Westlaw PRO™)	[Text deleted]	FTE	[Text deleted]	36	[Text c]	Subscription
41700888	Campus Research Law, News and Business (Westlaw PRO™)	[Text deleted]	FTE	[Text deleted]	36	[Text d]	Subscription

**Monthly Charges for Online/Practice Solutions/Software Products**

[Text deleted]

**Minimum Terms**

**Online/ Practice Solution/Software/ProFlex Products :** Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

**For Window Products:** Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**Post Minimum Terms**

**For Online/Practice Solutions/Software /ProFlex Products:** At the end of the Minimum Term your Monthly Charges will [Text deleted]. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer [Text deleted].

**Automatic Renewal Term for Window Products.** At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to [Text deleted].

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**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**

**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.

**Settling a Disputed Balance.** Payments marked 'paid in full', or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: [Text deleted], along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

**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.

**Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. [Text deleted] for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

**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 Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, 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 [Text deleted] for additional details regarding our policies on returns and refunds.

**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-government entity, this Order Form will be interpreted under Minnesota state law. 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.

**Excluded Charges.** If you access 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 at the links below. Excluded Charges may change after at least 30 days written or online notice.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-case-notebook-hosted.pdf>

**Thomson Reuters General Terms and Conditions,** apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>.

The 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.

**Banded Product Subscriptions** You certify the 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 applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

**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

#### **Additional Order Form 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 60 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.

[Text deleted]

[Text deleted]

Signature of Authorized Representative for order

*All Collection Services*

Title

[Text deleted]

Printed Name

5/16/19

Date

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This Order Form will expire and will not be accepted after 6/4/2019.

AUTHORIZED ~~WEST~~ REPRESENTATIVE

Signature: [Text deleted]

Printed Name: [Text deleted]

Title: SENIOR

Date: 5-24-19



THOMSON REUTERS

# Attachment [Text deleted]

Contact your representative [Text deleted] you.

with any questions. Thank

## Payment, Shipping, and Contact Information

### Payment Method:

Payment Method: Bill to Account  
Account Number: [Text deleted]

### Order Confirmation Contact (#28)

Contact Name: [Text deleted]  
Email: [Text deleted]

### Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

## Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
[Text deleted]	[Text deleted]	[Text deleted]	EML PSWD CONTACT
			PATRON ACC TECH CONT

## IP Address Information

### Lapsed Products

Sub Material	Active Subscription to be Lapsed
[Text deleted]	Campus Research Law (Westlaw PRO™)



**Addendum to West Order Form** - [Text deleted]

Subscriber: University of California, San Diego

Account #: [Text deleted]

1. **Effect of Addendum.** The underlying General Terms and Conditions, West Order Form and applicable Schedule A (collectively the "Agreement"), between you and West is amended to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All terms used in this Addendum will have the meanings given to them in the General Terms and Conditions. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.

2. **Modification to Minimum Terms on Order Form.** The paragraph beginning with "For Window Products" is deleted in its entirety.

3. **Modification to Post Minimum Terms on Order Form.** The paragraph beginning with "Automatic Renewal Term for Window Products" is deleted in its entirety.

4. **Modification to Miscellaneous terms on Order Form.** The third sentence in the Section "Charges, Payments & Taxes" is deleted in its entirety.

5. **Modification to Miscellaneous terms on Order Form.** The Section "Banded Product Descriptions" is deleted in its entirety.

6. **Modification to Thomson Reuters General Terms and Conditions.** The complete section "Government on-Availability of Funds" is deleted in its entirety and replaced with the following:

You reasonably believe that funds can be obtained sufficient to pay all monies due during the term of this Subscriber Agreement and hereby covenant that you will do all things lawfully within your power to obtain, maintain, and properly request and pursue funds from which payments for this transaction may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your bona fide best efforts to have such portion of the budget approved and exhausting all available administrative review and appeals in the event such portion of the budget is not approved. It is

your intent to make payments for the full term of this transaction. You represent that the use of the materials under this transaction are essential to its proper, efficient and economic operation.

You may cancel a product or service with 30 days written notice if you do not receive sufficient appropriation of funds, you do not receive authorization to spend funds or if the previously appropriated funds are significantly reduced through no fault of your own. You will include a detailed statement documenting the reason for cancellation. Your written statement must include an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official communication). You will pay all charges incurred for any products and services received up to the effective date of the cancellation.

7. **Modification to Thomson Reuters General Terms and Conditions.** In the section "Term, Termination (d)" the words "under their direct control" are inserted after words "destroy all property of the other" in the first sentence.

8. **Modification to Thomson Reuters General Terms and Conditions Version 2.1.** The second sentence in the section "General (c) Agreement Compliance" is deleted and replaced by "If the review reveals that you have exceeded the authorized use permitted by the Agreement, the Agreement may be suspended or terminated under the terms described in General Terms and Conditions Version 2.1 Section 10.

9. **Modification to Product Specific Terms and Conditions, Campus Research Section.** The second sentence in this section is modified to now read: Campus Research shall not to be used by law schools, offices of the general counsel of any college or university or any other similarly situated academic programs.

10. **Fair Use.** Nothing in this License shall in any way exclude, modify or affect and of Subscriber's statutory or common law rights under the copyright laws of the United States

All other terms and conditions of the West Order Form will remain unchanged.

Please have this document signed by your authorized representative and returned to us along with the signed West Order Form.

West Publishing Corporation

[Text deleted]

Accepted By

[Text deleted]

Title

Date

SLM  
5/24/19

University of California, San Diego

Signed

[Text deleted]

Name (please print)

Title

Date

ATL Collection Services  
5/16/19