



**SPECIAL OFFER AMENDMENT
TO SUBSCRIBER AGREEMENT**

Special Offer Amendment ("Amendment") to Subscriber Agreement between **State of Delaware - Department of Justice** ("Subscriber") and **West, a Thomson Reuters business** ("West") as follows:

1. **Effect of Amendment.** The underlying Subscriber Agreement, including all schedules thereto ("Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Amendment. As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Amendment shall have the meanings attributed to them in the Subscriber Agreement. This Amendment, along with the Request for Proposals for Professional Services to Provide On-Line Legal and Other Research Services ("RFP") dated June 18, 2013, and West's Response to the RFP dated July 31, 2013, along with the Pricing Revisions dated January 9, 2014, March 7, 2014 and March 20, 2014, embodies the entire understanding between the parties with respect to the subject matter of this Amendment and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control. Any modification to the terms and conditions of this Amendment must be in writing and signed by both parties.
2. **Term and Termination.**
 - 2.1 This Amendment, which is subject to approval and execution by West in St. Paul, Minnesota, shall become effective April 1, 2014 and shall continue in effect until March 31, 2018 (the "Term"). Subscriber may, at its option and upon prior written notice to West, extend the Term of this Amendment for three (3) additional one-year "Periods", as defined herein. Notwithstanding the foregoing, this Amendment shall terminate simultaneously with termination of the Subscriber Agreement. During the Term, Subscriber agrees not to exercise its right to terminate the Subscriber Agreement for any reason other than a material breach by West.
 - 2.2 The parties agree to enter into good faith negotiations, regarding the terms and conditions of this Amendment, if either party deems there is a material change in Subscriber's organizational structure, including, but not limited to mergers, acquisitions, significant increase in the number of attorneys, owners, partners, associates, staff attorneys or accounting professionals, divestitures or downsizing.
 - 2.3 In the event Subscriber does not execute a superseding amendment at least 15 days prior to the end of the Term, West shall bill Subscriber for its Westlaw usage, at then-current Schedule A Plan 2 Government Service rates effective on the first day following the end of the Term, continuing thereafter until a superseding Amendment is executed by the parties.
3. **Special Offer.**
 - 3.1 For each month during the Term, Subscriber shall guarantee minimum monthly Westlaw Service Charges, regardless of actual Westlaw usage, for Subscriber's Westlaw access ("Monthly Guarantee") as set forth below:
 - From April 1, 2014 through March 31, 2015 ("Period 1"), the Period 1 Monthly Guarantee shall be \$5,756.
 - From April 1, 2015 through March 31, 2016 ("Period 2"), the Period 2 Monthly Guarantee shall be \$5,756.
 - From April 1, 2016 through March 31, 2017 ("Period 3"), the Period 3 Monthly Guarantee shall be \$5,756.
 - From April 1, 2017 through March 31, 2018 ("Period 4"), the Period 4 Monthly Guarantee shall be \$5,756.
 - From April 1, 2018 through March 31, 2019 ("Optional Period 5"), the Period 5 Monthly Guarantee shall be \$6,131.
 - From April 1, 2019 through March 31, 2020 ("Optional Period 6"), the Period 6 Monthly Guarantee shall be \$6,315.
 - From April 1, 2020 through March 31, 2021 ("Optional Period 7"), the Period 7 Monthly Guarantee shall be \$6,504.
 - 3.2 Except as provided in paragraph 3.3 herein, all charges associated with the use of the following Product(s) shall be included in the Monthly Guarantee ("Included Charges"):
 - Federal Case Law & Judicial Materials, Statutes & Legislative Materials, Administrative Law & Regulations
 - State Case Law & Judicial Materials, Statutes & Legislative Materials, Administrative Law & Regulations
 - Selected Practice-Area Materials

- Legal Texts, Periodicals and Miscellaneous Materials
- Law Reviews & Journals
- Online Citation Checking (including KeyCite)
- Offline Transmission
- Alert Services (WestClip and KeyCite Alert)
- Offline Automated Citation Checking (via WESTCheck and including QuoteRight)
- American Law Reports
- AmJur 2d Databases (excluding Forms, Proof of Facts, and Trials)
- All American Jurisprudence
- Corpus Juris Secundum
- National Criminal Trial Court Orders and Judgments of Conviction
- Civil Pleadings, Motions & Memoranda Plus—Delaware
- Legislative History—Delaware
- All Texts and Periodicals (TP-ALL)
- Appellate Court Briefs Plus—Delaware
- National Secondary Resources—Premium
- Related Documents
- From Finder - Delaware
- Delaware Civil Trial Court Orders
- Newsroom
- All Civil Pleadings, Motions, and Memoranda (10 users)
- Securities Practitioner Insights (10 users)
- PeopleMap Report on WestlawNext (50 Westlaw users)
- Regulations Suite Employment, Insurance & Securities (25 users)

3.3 All charges associated with the use of the following Product(s) (as part of all product classifications) shall NOT be included in the Monthly Guarantee and shall be billed in addition to the Monthly Guarantee at then-current Schedule A Plan 2 rates, located at <http://legalsolutions.com/plan-2-govt> ("Excluded Charges"):

- Alert Services (WestClip and KeyCite Alert continuous frequency)
- Business Law Center
- CCH
- Charges for any third party Westlaw Product(s) released during the Term
- Company Profiles
- Dockets
- Enflex
- Graphical Bills
- LRP Secondary (non-JV)
- News Select
- Parcel Maps
- PDF Charges (including, but not limited to Attorney Medical Advantage, Briefs, Dockets, Experian Smart Business Reports, Investext and Patent Image)
- Practical Law
- Premier
- Profiler
- Public Records Products and Services (including EDGAR, Disclosure Company Index, Criminal Records/ARREST-ALL, Westlaw Public Records Products and Services, Real Property Reports, People

Finder, PeopleFinder Reports, Deed Images, WATCHLIST and Westlaw Ancillary Only Public Records)

- Specialty
- West Batch Processing
- West Reporter Images
- Westlaw Ancillary Only
- Westlaw Case Calendaring
- Westlaw CiteAdvisor
- Westlaw CourtExpress Document Research & Retrieval
- Westlaw Legal Calendaring
- Westlaw Tax

3.4 West may, at its option, make certain Product(s) Excluded Charges if West is contractually bound or otherwise required to do so by a Contributor of Data or if the Product(s) are enhanced or released after the effective date of this Amendment.

3.5 During the Term, WestlawNext platform (not all Products are accessible via WestlawNext) shall be included in the Monthly Guarantee. All charges associated with Subscriber's access to and use of Public Records on WestlawNext shall be billed as Excluded Charges unless Public Records on WestlawNext is included in the Monthly Guarantee.

4. **Non-Availability of Funds.** If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under this Amendment, or if Subscriber receives a lawful order issued in or for any fiscal year during the Term of this Amendment that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out herein, Subscriber may submit a written notice to West seeking cancellation of the service and the Subscriber Agreement and this Amendment, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation. Any termination hereunder will be effective on the first day of the month following such 30 days notice.

5. **Subscriber's Offices.** This Amendment shall be effective for Subscriber's offices as outlined on Exhibit 1.

6. **Support and Training.** Subscriber agrees to actively promote the effective use of Westlaw during the Term. To this end, Subscriber (with the support of West) will work toward establishing programs encouraging effective use of Westlaw, including, at a minimum:

- (a) training in the use of Westlaw, at no charge, by West for all new attorneys, librarians, paralegals and other appropriate personnel;

Special Offer Billing Options

Only applicable to Subscribers with multiple locations and must be completed and returned with the Special Offer Amendment

_____ **Default**

UNLESS OTHERWISE SPECIFIED, THE SUBSCRIBER FIRM/ORGANIZATION WILL RECEIVE ONE COMBINED MONTHLY INVOICE AND A COPY OF EACH PARTICIPATING ACCOUNT'S LOCATION USAGE REPORTS - ALL MAILED TO THE PAYER ACCOUNT OFFICE.

_____ **As Is**

Subscriber's current billing arrangement should remain unchanged.

_____ **Alternative # 2**

Each account will be billed separately, each receiving an invoice and a location usage report. Special offer adjustments will be allocated to the individual accounts based on their actual usage charges.

_____ **Alternative # 3**

An invoice and location usage report will be created for each office, allocating special offer adjustments to individual accounts based on their actual usage charges, however each account invoice and associated location usage reports will be independently mailed to the account noted below rather than to the invoiced account location.

Mail to Account: _____

PLEASE NOTE: THESE BILLING ARRANGEMENTS DO NOT AFFECT QUICKVIEW+.

(b) additional ongoing programs presented by West and supported by Subscriber to update and train all appropriate personnel to enhance their understanding and use of Westlaw; and

(c) the periodic distribution of memos or other communications by Subscriber to all personnel encouraging effective use of Westlaw.

7. **Confidential Information of West.** During the Term and thereafter, except as specifically provided herein and/or to the extent reasonably necessary to perform its obligations or exercise its rights hereunder, neither party shall provide nor disclose to any third party, unless properly directed or ordered to do so by public authority or otherwise required to do so by law, any information or matter that (i) constitutes or concerns the terms and conditions of this Amendment, or (ii) regards any dealings or negotiations between the parties relating to this Amendment. If either party is directed or ordered to provide or disclose any information or matter by public authority or otherwise required to do so by law, such party shall promptly notify the party whose information is being provided or disclosed.

West, a Thomson Reuters business

By MM Leonard

Title PT Attorney General

Date 31 March 2014

Date and Time Received by West in St. Paul, Minnesota:

2:47pm 31 March 2014

State of Delaware - ~~Department of Justice~~

By (signature) _____

Original on File

Name (please print) Earl McCloskey

Title Director of Operations

Date March 31, 2014

Firm Name _____

Subscriber's Address _____

Contact Name _____

Telephone Number _____

This offer expires March 27, 2014 at 7:00 p.m. CT.

3/25/2014 MAH