

# The Supreme Court of Ohio

## AGREEMENT TO PUBLISH THE OHIO OFFICIAL REPORTS

By this Agreement to Publish the Ohio Official Reports ("Agreement"), entered into by and between the Supreme Court of Ohio ("Court"), West, a Thomson/Reuters Business ("West"), and the Ohio State Bar Association ("OSBA"), and West and OSBA collectively ("Joint Publisher"), all parties agree as follows:

### **Section 1: Responsibilities**

#### **A. Statement of Work; Confidentiality**

West will publish the Ohio Official Reports and Advance Sheets of the Ohio St.3d at the direction of the Supreme Court Reporter of Decisions.

West agrees to conclude the publishing of the last volume of Ohio App.3d during the term of this Agreement. The last advance sheets for this volume will be June 25, 2012.

B. West agrees to perform promptly any work reasonably requested of it within the scope of this Agreement. This work is to be performed in a timely and professional manner, in accordance with accepted and established practices for the type of work performed under this Agreement.

C. West agrees not to disclose to any person, other than an employee of the Court, any documents marked confidential or proprietary or any confidential or proprietary information that is obtained through or results from work performed under this Agreement.

### **Section 2: Work Procedures**

West will coordinate its tasks and work with the Reporter of Decisions, who shall assign to West all work to be performed. West shall meet or consult with the Reporter as needed to determine the work schedule and update her on the status of all work performed.

### **Section 3: Term**

B. This Agreement is effective from July 1, 2012, until June 30, 2015. The parties may, by written agreement, extend the agreement for an additional period of one to five additional years.

### **Section 4: Format; Paper Quality; Type Size**

A. The Ohio Official Reports is composed of the Ohio State Reports, Third Series ("Ohio St.3d:"). The series designation "Ohio St.3d" shall be maintained. Bound volumes shall be numbered consecutively to and as a continuation of the current bound volumes.

B. Each bound volume shall contain approximately nine hundred pages, including cases, tables, indexes, and other materials. West shall make all reasonable effort to produce individual bound volumes that contain approximately the same number of pages so as to give the bound volumes a uniform appearance. All other dimensions of the volumes must equal the dimensions of the bound volumes of the Ohio State Reports published immediately prior to the execution of this Agreement and must be identical to their inside and outside layouts, cover, spine, style of type, color, format and look, and must be equal to the current bound volumes in quality of paper, cover, printing, and binding. Block quotations will be formatted consistently with prior volumes, including the use of additional margins on the left side.

C. Each volume shall be published on Utopia Book Matte 60# paper, or paper of a comparable archival quality, as agreed to by the parties in writing.

D. Each page of Ohio St.3d shall be in a single column format (approximately 30 picas wide) with the text, excluding footnotes, set in type no smaller than ten points with Century Light Roman 2 as the style of type.

#### **Section 5: Advance Sheets**

A. Uniform pagination shall be maintained between the advance-sheets pages of Ohio St.3d and the corresponding pages of the bound volume. The advance-sheets pages shall be in the same single-column, point-size, and type-style formats as the bound volumes. Advance sheets shall be published on a bi-weekly cycle.

B. The advance sheets need not be printed on the same quality of paper used for the bound volumes, but should be on paper comparable in quality to that of paper used in the advance sheets prior to the execution of this Agreement.

C. The dimensions of the advance sheet must equal the dimensions of the advance sheets prior to the execution of this Agreement. The cover, spine, style of type, color, format, binding and look must be equal to the current advance sheet.

D. Materials must be published in the specific issue of the advance sheets as directed by the Reporter.

#### **Section 6: Materials to be Published**

Materials published in Ohio St.3d shall include, but are not limited to, the following materials that have appeared in Ohio St.3d: opinions, entries, announcement lists, proposed rules, final rules, notices, bar examination results, lists of judges, tables of contents, tables of cases, tables of rules and statutes, tables of orders announced, indexes, digests, memorials, addresses, reports, color photographs of justices, and everything required to be published by the Reporter. West shall prepare at its expense all tables, lists, and indexes for the bound volumes.

To avoid confusion with official syllabus paragraphs, the Joint Publisher shall publish headnotes only as part of a digest in advance sheets issues and bound volumes.

**Section 7: Galleys and Corrections**

A. Errors or other questions concerning opinions or other materials submitted to West are to be called to the attention of the Reporter upon discovery.

B. Ohio St.3d materials that have been received by West must be returned to the Reporter, at the publisher's expense, in galley form (5 copies) within two weeks of their receipt or earlier as may be required by the Reporter.

C. Corrected galleys shall be returned to West by the Reporter, at the publisher's expense. Materials corrected and returned will then be published in the advance sheets in the issue designated by the Reporter. Opinions shall generally be published in chronological order, with lower-numbered cases published before higher-numbered cases, unless a different order of publication is required by the Reporter.

D. West shall proofread all Ohio St.3d opinions and materials. The Reporter shall inspect all work and workmanship submitted by West for compliance with the terms and specifications agreed upon, and inferior and unsatisfactory work and workmanship will be rejected and returned to West, which shall promptly correct deficiencies at no cost to the Supreme Court or subscribers. Inspection and acceptance of completed work by the Reporter shall not be deemed a waiver of West's responsibility to correct defects.

E. West shall cooperate with the Reporter in making requested changes in opinions and all other materials submitted to or prepared by West prior or subsequent to publication of the advance sheets and bound volumes, even if errors have been introduced to the opinions and materials by the Reporter.

F. West shall cooperate with the Reporter in maintaining the current system to compare documents electronically so that the Supreme Court opinions posted to the Supreme Court's website are identical in content to the Supreme Court's opinions published in the advance sheets and bound volumes."

G. The Reporter may direct errata publication, at West's expense, through the use of sticky-back corrections to be inserted either in the front of the affected volume, on the affected page, or the cover or spine.

**Section 8: Electronic Transmission**

A. Opinions of the Supreme Court shall be transmitted electronically to West, and sent to West in hard copy at the publisher's expense upon West's request. The Supreme Court agrees to cooperate with West to institute a system under which all Ohio St.3d materials and editorial changes are sent electronically at West's expense.

B. West shall be required to set materials into type by keyboarding, scanning devices, or other means, at its expense, and to publish materials, such as diagrams, charts, and exhibits, as photographs.

### **Section 9: Reservation of Electronic Rights**

The Supreme Court reserves the right to electronically transmit and post its materials and those of the other courts of Ohio (without the enhancement of any publisher) via the Supreme Court's website, or any other means. Materials posted to the Supreme Court's website may be maintained indefinitely as a publicly accessible database.

### **Section 10: Consideration to the Supreme Court**

West shall provide the Supreme Court with:

- [REDACTED] of each bound volume of Ohio St.3d and of the advance sheets.
- [REDACTED] of annotated Ohio Revised Code volumes and updates.
- [REDACTED] of the annual Ohio Rules of Court (State, Federal and Bankruptcy).
- [REDACTED] of each new edition of Black's Law Dictionary published during the term of this Agreement.
- [REDACTED] of each new addition or new title within the Baldwin's Ohio Handbook Series as it is published.
- Continued access to Weslaw.com and WestlawNext at the rate [REDACTED] per month for the first year of the Agreement, and an annual [REDACTED] increase in the charges for the remaining years of the Agreement as provided in Appendix A, incorporated into and a made a part of this Agreement.

### **Section 11: Other Mediums**

The Joint Publisher may produce editions of the Official Reports in mediums other than paper for its profit, but this right is not exclusive. Any other editions in other mediums shall not be designated as "official" unless approved by the Supreme Court of Ohio Reporter of Decision.

Any continued publication of Ohio appellate decisions by the Joint Publisher must not carry any Official Joint Publisher endorsement. In addition, any publication must include a disclaimer provided by the Reporter that the decisions are not selected or approved for publication by the Supreme Court.

### **Section 12: Bond**

On or before July 1, 2012, West shall demonstrate to the Supreme Court its compliance with the bond requirement of R.C. 2503.25.

### **Section 13: Advertising**

No advertisements shall be permitted in the bound volumes of the Ohio Official Reports, except with the written permission of the Supreme Court. The advance sheets, as well as the OSBA edition of the advance sheets, may include advertisements.

### **Section 14: Copyright**

The Joint Publisher shall obtain a copyright for the State of Ohio in all materials properly copyrightable by the State in each issue of the advance sheets and bound volumes published by it, at the Joint Publisher's expense. To the extent permitted by law, the State of Ohio claims a copyright in the opinions and materials provided to the Joint Publisher for inclusion in the Ohio Official Reports. A notice of copyright for the State of Ohio and Reporter of Decisions shall be placed prominently in each bound volume and issue of the advance sheets.

Enhancements made by the Joint Publisher to Ohio St.3d shall be copyrighted by it in its own name. Enhancements shall include, but are not limited to, key-number classifications, headnotes, synopses, tables of cases, tables of contents, tables of orders, tables of laws and rules, indexes, Words and Phrases, and digests.

The use of star pagination by unofficial publishers shall be permitted by the Supreme court and the Joint Publisher. The Joint Publisher agrees to assign, and hereby assigns, any right it may have to pagination in the Ohio Official Reports to the Supreme Court of Ohio.

### **Section 15: Price**

The price of the advance sheets and bound volumes shall be the market price for such goods and offered to the public on a nondiscriminatory basis.

### **Section 16: Inventory**

West shall maintain an adequate inventory of the bound volumes and advance sheets to meet reasonably anticipated demands for these products for a three-year period and a three month period, respectively , following their publication. West will assume the risk of selling the advance sheets and bound volumes of the Ohio Official Reports and will receive any and all income from the sales of these publications.

### **Section 17: Joint Publishing**

The Joint Publisher may market the Official Publisher partnership through the OSBA advance sheets and other media targeted to members of the Ohio State Bar Association.

**Section 18: Termination**

West shall be in default under the Agreement if it fails to timely perform or observe any of its obligations under this Agreement. The Supreme Court may terminate the Agreement if West's default is not remedied within a reasonable time after written notice by the Court.

**Section 19: Change or Modification**

This Agreement constitutes the entire agreement between the parties and any changes or modifications shall be made in writing, signed by the parties, and appended to the original Agreement. West may not assign any rights, duties, or obligations described in this Agreement without the written approval of the Court.

**Section 20: Construction**

This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.

**Section 21: Forum and Venue**

All actions arising out of this Agreement shall be instituted in a court of competent subject matter jurisdiction in Franklin County, Ohio.

**Section 22: Severability**

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

**Section 23: Warrant of Contractor Regarding R.C. 9.24**

West warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24. If the warranty is deemed to be false, this Agreement is void *ab initio*.

**Section 24: Resolution of Disputes**

The Court and West recognize that litigation is an expensive, resource-consuming process for resolving business disputes. Therefore, the Court and West agree that if any controversy or dispute arises out of or relates to this Agreement, or any breach of this Agreement, they will attempt in good faith to settle the dispute expeditiously through mediation within thirty days. The Court and West shall attempt to mutually agree as to the provider of neutral services.

**Section 25: Equal Employment Opportunity**

West agrees to comply with Adm. P. 5 (Equal Employment Opportunity) in the work performed pursuant to this Agreement. West acknowledges it has been provided a copy of the policy by the Court.

**Section 26: Discrimination and Sexual Harassment**

West agrees to comply with Adm. P. 24 (A) (Discrimination and Sexual Harassment) in the work performed pursuant to this Agreement. West acknowledges it has been provided a copy of the policy by the Court.

**Section 27: Drug and Alcohol Free Workplace**

West agrees to comply with Adm. P. 22 (A-C) (Drug and Alcohol Free Workplace), as well as all applicable state and federal laws requiring a drug-and alcohol-free workplace, in the work performed pursuant to this Agreement. West acknowledges it has been provided a copy of the policy by the Court.

**Section 28: Miscellaneous**

- A. *Counterpart Original Copies.* This Agreement shall be executed in a sufficient number of originals to allow each party to retain an original copy.
- B. *Subsequent Employment.* This Agreement does not create or promise an express or implied contract of future employment with the Court.
- C. *Agreement Controlling.* Where there is a conflict between the terms of this Agreement and the incorporated documents, this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

**THE SUPREME COURT OF OHIO**

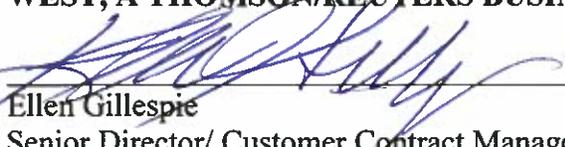
  
\_\_\_\_\_  
Steven C. Hollon  
Administrative Director

6.26.12  
\_\_\_\_\_  
Date

Address: 65 South Front Street, Columbus, Ohio 43215-3431

Telephone Number: (614) 387-9000

**WEST, A THOMSON/REUTERS BUSINESS**

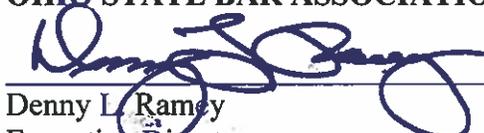
  
\_\_\_\_\_  
Ellen Gillespie  
Senior Director/ Customer Contract Management

6/27/12  
\_\_\_\_\_  
Date

Address: 610 Opperman Dr., Eagan, MN 55123

Telephone Number: (651) 687-5888

**OHIO STATE BAR ASSOCIATION**

  
\_\_\_\_\_  
Denny L. Ramey  
Executive Director

7/2/12  
\_\_\_\_\_  
Date

Address: 1700 Lake Shore Drive, Columbus, OH 43204

Telephone Number: (800) 282-6556

# Appendix - Westlaw Terms and Conditions

As part of its offer of consideration described previously, West Publishing Corporation (West, a Thomson Reuters business, hereinafter "West") proposes to provide online research services to the **Ohio Supreme Court** (hereinafter 'agency') at a specially reduced rate. West's pricing proposal is as follows:

<b>Proposed Content:</b>	<ul style="list-style-type: none"> <li>• ALR Library</li> <li>• Amjur 2d Library</li> <li>• Ohio Analytical &amp; Practice Library</li> <li>• All Texts and Periodicals Library</li> <li>• 50 State Survey Library</li> <li>• Westlaw Watch (for up to 26 to 49 clips/alerts per month)</li> </ul>
<b>Research Platform:</b>	WestlawNext
<b>User Limit:</b>	Unlimited Authorized Agency Users
<b>Usage Limit:</b>	Unlimited Simultaneous Usage
<b>Fixed Monthly Charge</b>	
██████████	Year 1: July 1, 2012, through June 30, 2013
██████████	Year 2: July 1, 2013, through June 30, 2014
██████████	Year 3: July 1, 2014, through June 30, 2015
██████████	Optional Year 4: July 1, 2015, through June 30, 2016
██████████	Optional Year 5: July 1, 2016, through June 30, 2017

## WHY WESTLAW? Complete Research Service

Westlaw is...

- **Comprehensive.** Coverage includes legal, news, business, and public records.
- **Current.** Databases are updated regularly so that data is kept as current as possible.
- **Accurate.** Our rigorous editorial process ensures that opinions on Westlaw are correct.
- **Powerful.** More than five million links are added each year to documents on Westlaw.
- **Easy to use.** Innovative features help researchers get the search results they demand with surprisingly little effort.

### All the features and services you need.

In addition to the superior and timely content available on Westlaw, the following features are included\* with every Westlaw offer:

- **KeyCite Citator Service**
  - More Citing References
  - Pending Legislation
  - Depth-of-Treatment Stars
  - Graphical KeyCite
- **Searching**
  - Natural Language
  - Terms & Connectors
  - KeySearch
  - Find
- **Content Retrieval**
  - Westlaw StatutesPlus
  - Research Trail
- **Current Awareness Services**
  - WestClip
  - KeyCite Alert
- **Content Delivery**
  - Unlimited Printing
  - Unlimited Downloading

\*These features are included for usage associated with included databases only.



## Westlaw Terms and Conditions

The following terms and conditions apply to any contract resulting from this proposal (hereinafter "contract").

- **Contract Term.** The proposed contract term is to run concurrently with the Ohio Official print contract, i.e., for three years: from July 1, 2012, through June 30, 2015 (Years 1 through 3).
- **Renewal Option.** Any contract resulting from this proposal may be renewed along with the Ohio Official print contract for two additional one-year periods (Years 4 and 5) by mutual agreement of West and the agency, subject to available funding.
- **Authorized Users.** Only users authorized to use Westlaw by the agency may access and use Westlaw under the terms of the fixed-rate agreement, and such use must be solely for purposes directly related to the agency's research and work.
- **Passwords.** Each Westlaw user must be assigned a separate Westlaw password. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among users is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to the agency if West learns that Westlaw has been used by a person other than the person to whom the password has been issued.
- **Included and Excluded Charges.** Content, Features, and Services not described above in this proposal are excluded from the proposed fixed monthly charge. Access to and usage of any of the excluded content will be billed separately as excluded charges. The excluded content, features, and services will be charged at the applicable rates (including applicable transaction, communications, and other associated charges, if any) for each database, feature, or service accessed according to the then-current terms and conditions as set forth in the then-current Schedule A to Westlaw Subscriber Agreement, Plan 2T Government Service (A sample of this document is included in this Appendix)

West may, at its option, make certain databases, features, and services excluded charges if West is contractually bound or otherwise required to do so by a contributor of data to West, or if the databases, features, and services are enhanced or released after the effective date of any contract awarded to West pursuant to this proposal.

- **Westlaw Subscriber Agreement.** All access to and usage of Westlaw is governed by the then-current Westlaw Subscriber Agreement. This document will be incorporated by reference into and made part of any contract awarded to West pursuant to this proposal. (A sample of this document is provided in this Appendix.)
- **Contractor Information.** Any contract resulting from this proposal will be with West Publishing Corporation.

**Corporate Address**  
610 Opperman Drive  
Eagan, MN 55123

**Remittance Address**  
P.O. Box 6292  
Carol Stream, IL 60197-6292

**Federal Tax ID #:** 41-1426973  
**DUNS #:** 14-850-8286  
**Cage Code:** 89101

- **Order Processing.** Westlaw service will begin the first day of the first month following receipt of the fully executed contract (or delivery order), provided adequate time is available for implementing the contract. In general, to implement a contract West must receive the fully executed contract no later than five business days prior to the end of the month preceding the start of Westlaw service.
- **Offer Acceptance Period.** The terms of this price proposal are valid for one hundred and twenty (120) days from the submittal date of this proposal.



**SPECIAL OFFER AMENDMENT  
TO WESTLAW® SUBSCRIBER AGREEMENT**

Special Offer Amendment ("Amendment") to Westlaw Subscriber Agreement between State of Ohio - Supreme Court ("Subscriber") and West, a Thomson Reuters business ("West") as follows:

1. **Effect of Amendment.** The underlying Westlaw 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 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 July 1, 2012 and shall continue in effect until June 30, 2015 (the "Term"). Notwithstanding the foregoing, Subscriber may at its option and upon 30 days prior written notice to West, extend the Term of this Amendment for two (2) one-year "Periods" defined herein. Notwithstanding the foregoing, this Amendment shall terminate simultaneously with the termination of the Subscriber Agreement.
  - 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 Charges, regardless of actual Westlaw usage, for Subscriber's Westlaw access ("Monthly Guarantee") as set forth below:
    - From July 1, 2012 through June 30, 2013 ("Period 1"), the Period 1 Monthly Guarantee shall be [REDACTED]
    - From July 1, 2013 through June 30, 2014 ("Period 2"), the Period 2 Monthly Guarantee shall be [REDACTED]5.
    - From July 1, 2014 through June 30, 2015 ("Period 3"), the Period 3 Monthly Guarantee shall be [REDACTED]
    - From July 1, 2015 through June 30, 2016 ("Optional Period 4"), the Optional Period 4 Monthly Guarantee shall be [REDACTED]
    - From July 1, 2016 through June 30, 2017 ("Optional Period 5"), the Optional Period 5 Monthly Guarantee shall be [REDACTED]
  - 3.2 Except as provided in paragraph 3.3 herein, all charges associated with the use of the following databases, Features and services 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)
    - WestlawNext platform (not all content and Features are accessible via WestlawNext)

- Westlaw Watch (for up to 26 - 49 clips/alerts per month)
- American Law Reports Library Databases
- AmJur 2d Databases (excluding Forms, Proof of Facts, and Trials)
- Ohio Analytical & Practice Library Library Databases
- All Texts and Periodicals (TP-ALL) Library Database
- 50 State Surveys Library Databases

3.3 All charges associated with the use of the following databases, Features and services (as part of all database 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 ("Excluded Charges"):

- Alert Services (WestClip and KeyCite Alert continuous frequency)
- BNA Databases
- CCH Databases
- Charges for any third party Westlaw Feature(s) released during the Term
- Company Profiles Database
- Dockets
- Enflex Databases
- Graphical Bills
- LRP Secondary Databases (non-JV)
- News Select Library Databases
- NewsRoom Library Databases
- Parcel Maps
- PDF Charges (including, but not limited to Attorney Medical Advantage, Briefs, Dockets, Experian Smart Business Reports, Investext and Patent Image)
- People Map
- Premier Databases
- Profiler Databases
- Public Records Databases and Services (including EDGAR, Disclosure Company Index, Criminal Records Databases/ARREST-ALL, Westlaw Public Records Databases and Services, Real Property Reports, People Finder, PeopleFinder Reports, Deed Images, WATCHLIST and Westlaw Ancillary Only Public Records)
- Specialty Databases
- West Batch Processing
- West Reporter Images
- Westlaw Ancillary Only Library Databases
- Westlaw Business Law Research Services on Westlaw Library Databases
- Westlaw Case Calendaring
- Westlaw CiteAdvisor
- Westlaw CourtExpress Document Research & Retrieval
- Westlaw Legal Calendaring
- Westlaw Tax

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

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;
  - (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 \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

State of Ohio - Supreme Court

By (signature) Steven C. Hollen

Name (please print) STEVEN C. HOLLEN

Title ADMINISTRATIVE DIRECTOR

Date 6.26.12

Firm Name SUPREME COURT OF OHIO

Subscriber's Address 659. FRONT ST.  
COLUMBUS, OH 43215

Contact Name KEN KOZLOWSKI

Telephone Number 614-387-9666

This offer expires June 27, 2012 at 7:00 p.m. CDT

TAH  
6/22/2012



**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+.**

# Westlaw<sup>®</sup> Subscriber Agreement

AGREEMENT entered into between \_\_\_\_\_ (“Subscriber”) and WEST, a Thomson Reuters business (“West”) regarding Westlaw, its online legal research service, as follows:

## 1. License.

**a. Grant.** Subscriber is granted a non-exclusive, non-transferable, limited license to access Westlaw. Westlaw consists of various West-owned and third party content, services, functions and remotely-accessed gateways (collectively “Features”) which may change from time to time. Access to certain Features may be restricted. Subscriber is licensed to use data made available through Westlaw (“Data,” which includes “Downloaded Data” as defined below) solely in the regular course of legal and other research and related work. Certain Features are licensed subject to paragraphs 2 through 4 or subject to “Additional Terms” (as defined below), all of which take precedence over the license granted in this paragraph. Except as otherwise provided, the license includes the right to download and temporarily store insubstantial portions of Data (“Downloaded Data”) to a storage device under Subscriber’s exclusive control solely (i) to display internally such Downloaded Data and (ii) to quote and excerpt from such Downloaded Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work product created by Subscriber in the regular course of its research and work. Subscriber may also create printouts of Data for internal use and for distribution to third parties for purposes that are consistent with the terms and conditions of this Agreement if such third parties agree not to further distribute the printouts. Subscriber may, on an occasional basis and via Westlaw functionality, direct West to transmit individual documents in electronic format to individual internal user(s). Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms of paragraph 2 herein.

**b. Limitations.** Subscriber may not copy, download, scrape, store, publish, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell or otherwise use the Data, or any portion of the Data, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with West’s prior written permission, or (iii) if not expressly prohibited by this Agreement or by the “Additional Terms”, as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in Subscriber’s work product. Subscriber shall not sell, license, sublicense or distribute Data (including printouts and Downloaded Data) to third parties or use Data as a component of or as a basis for any material offered for sale, license or distribution.

**c. Rights in Data.** Except for the license granted in this Agreement, all rights, title and interest in Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors (“Contributors”).

**d. Additional Terms.** Certain third-party Features are governed by terms and conditions which are different from those set forth in this Agreement (“Additional Terms”). Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms online.

**2. West Proprietary Data.** Subscriber may, via Westlaw functionality, direct West to transmit West-proprietary documents (i.e., documents not licensed by West from third parties) in electronic format to internal user(s) or to a third party who is an individual if such third party agrees not to further disseminate such documents. Subscriber acknowledges its responsibility in assuring compliance with the foregoing by any third party to whom Subscriber transmits West-proprietary documents pursuant to the preceding sentence. Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms set forth herein. West further grants a non-exclusive, non-transferable, limited license to

individual Westlaw users within Subscriber entities to store and use West-proprietary Downloaded Data (as defined above) in a searchable database maintained in connection with an ongoing project of the user (“Project Database”). Such database must consist preponderantly of users’ work product with access limited to those internal users actively working on the project. The West-proprietary Downloaded Data may be maintained in the Project Database so long as the project remains active or until any termination of this Agreement, whichever occurs first. Retention of Downloaded Data in a Project Database after the project ends, in an archival database as used as a research tool or in a database accessible to external users is prohibited. West further grants to Subscriber a limited, non-exclusive, non-transferable license to include West-proprietary Downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such West-proprietary Downloaded Data in connection with or as part of a brief is limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. Any further distribution is prohibited without written permission of West. West-proprietary Downloaded Data included in such briefs must retain West copyright notices and indicate that use of, distribution and dissemination to the permitted parties is with the permission of West.

**3. West Legal Directory™.** Subscriber may use Data contained in West Legal Directory (“WLD”) internally in the regular course of Subscriber’s business. Subscriber may also create printouts of insubstantial portions of Data consisting of individual WLD listings or selected names and addresses for its own use. Use of WLD to create mailing or marketing lists for commercial purposes or for distribution to third parties is prohibited.

## 4. Usage Restrictions and Information Protection.

**a. Use of Westlaw Data.** Subscriber shall not use any Data and shall not 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. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data as a factor in establishing a consumer’s eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. § 1681b). Subscriber acknowledges that access to certain Data available on Westlaw, including but not limited to credit header Data, motor vehicle Data, driver license Data, and voter registration Data is regulated by state or federal laws, such as the Gramm Leach Bliley Act (“GLBA”), the Driver’s Privacy Protection Act (“DPPA”), or other state or federal laws and regulations, or is subject to Contributor restrictions. Subscriber agrees not to knowingly access such Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to Contributor restrictions. West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, reasonably believes that the Data may be used for an improper purpose or otherwise in violation of the terms of this Agreement, or that the terms of West’s Contributor agreements requires West to block such access. If West blocks access, West will provide Subscriber with an explanation for such blockage upon Subscriber’s request. By accessing Data, Subscriber acknowledges that from time to time, West and its Contributors and/or various government entities may require Subscriber to identify a permissible use and may inquire as to Subscriber’s compliance with applicable laws or this Agreement. Subscriber agrees to cooperate with any inquiry, subject to

any attorney-client confidentiality. Subscriber shall report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.

**b. Protection of Personal Information.** West and Subscriber acknowledge that both parties may be required to comply with various privacy and security requirements, including but not limited to those set forth in paragraph 4.a. above, the European Union Directive on Data Protection (95/46) and all other applicable legal directives and applicable industry standards (collectively "Privacy Laws") pursuant to which each party wishes to obtain certain undertakings from the other with regard to the use and protection for the Personal Information of either party. For purposes of this Agreement, "Personal Information" shall refer to, without limitation, the following types of information: name, address, e-mail address, age, date of birth, telephone number, fax, social security number or equivalent or similar government identification numbers, credit/debit card information, bank account information, logins, passwords, or medical or health records of an identifiable human being. Each party shall be responsible for any collection, access, use and disclosure of Personal Information subject to this Agreement. Without limiting the foregoing, each party shall employ appropriate administrative, physical, and technical safeguards in order to sufficiently protect the Personal Information and any information assets and resources in question. Each party shall promptly notify the other of any event that may result in the unauthorized collection, access, use, or disclosure of Personal Information subject to this Agreement ("Information Protection Incident"). The parties shall make reasonable efforts to assist one another in relation to the investigation and remedy of any such Information Protection Incident and any claim, allegation, action, suit, proceeding, or litigation with respect to the unauthorized access, use, or disclosure of Personal Information. Furthermore, any access to or use of Personal Information must be in accordance with all applicable law. No individual shall access records that require a permissible purpose unless such a purpose exists for such individual. For purposes of its obligations hereunder, any acts or omissions by the personnel of each party shall also be deemed to be the acts or omissions of West and/or Subscriber, respectively.

**5. Charges and Modification of Charges.** Charges payable by Subscriber for access to Westlaw ("Westlaw Charges") will commence on the date West processes Subscriber's order. Westlaw Charges will be as stated in the Schedule A Price Plan or as otherwise agreed upon in writing by the parties. Westlaw Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online. Charges are exclusive of sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days from date of invoice. If full payment is not made, Subscriber may be charged up to the maximum legal interest on any unpaid balance.

**6. Westlaw Software and Internet Based Services.**

**a. Westlaw Software.** West may make available to Subscriber, on a subscription basis, software for use in connection with Westlaw. Such software, including new versions and the accompanying user documentation, may be referred to collectively as "Software." All Software will be licensed to Subscriber under a license agreement which will accompany the Software. By using the Software and taking such other action as may be referenced in the Agreement as constituting acceptance, Subscriber agrees to be bound by the terms and conditions of the accompanying license agreement. If Subscriber does not so agree, Subscriber must return any tangible copies of the Software in its possession or control.

**b. Internet Based Services** Westlaw may be accessed by Internet based services such as westlaw.com and next.westlaw.com ("Internet Based Services"). West grants Subscriber a non-exclusive, non-transferable, limited license to use Internet Based Services (including all versions and updates). Subscriber may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of Internet Based Services nor may Subscriber reproduce all or any portion of the components of Internet Based Services. Subscriber may use Data cached in

Subscriber's local disk drive solely in support of its use of Internet Based Services. Certain software used by Subscriber may not be capable of supporting Internet Based Services. The performance of Internet Based Services varies with the manufacturers' equipment with which it is used.

**7. Disclaimer of Warranties and Limitation of Liability.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ANY SCHEDULE OR LICENSE AGREEMENT, WESTLAW, FEATURES, DATA, SOFTWARE AND INTERNET BASED SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S, ITS AFFILIATES AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO WESTLAW, FEATURES, DATA, SOFTWARE OR INTERNET BASED SERVICES WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF WESTLAW CHARGES PAID BY SUBSCRIBER RELATIVE TO THE SPECIFIC FEATURE (i.e., DATABASE, SERVICE, FUNCTION OR GATEWAY), THE SOFTWARE OR INTERNET BASED SERVICES, AS APPLICABLE, WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, ITS AFFILIATES OR CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON DATA; (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT OR USE OF, OR INABILITY TO USE, WESTLAW, FEATURES, DATA, SOFTWARE OR INTERNET BASED SERVICES, EVEN IF WEST, ITS AFFILIATES AND/OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (iii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERING DATA. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. NEITHER WEST NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO WESTLAW WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF WESTLAW ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA.

**8. Responsibility for Certain Matters.** Subscriber shall provide to West the office location and address associated with Subscriber's Westlaw passwords issued under this Agreement. Subscriber's personnel may also access Westlaw via home computers, laptops or other wireless devices. Subscriber is responsible for notifying West in writing of persons to whom Westlaw passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of Westlaw passwords. Subscriber is also responsible for all access to and use of Westlaw, including Features, Software and Internet Based Services by Subscriber's personnel or Westlaw passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Sharing of Westlaw passwords that have been issued to individual users of Subscriber is strictly prohibited.

9. **Limitation of Claims.** Except for claims relating to Westlaw Charges or improper use of Westlaw, Features, Software or Internet Based Services, no claim, regardless of form, which in any way arises out of this Agreement, may be made, nor such claim brought, under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

10. **Term and Termination.** This Agreement will become effective upon approval and acceptance by West in St. Paul, Minnesota, and will continue in force until terminated by either party upon at least 30 days prior written notice of termination to the other party, provided, however, that this Agreement may not be terminated prior to one year after the date Subscriber first accesses Westlaw unless otherwise provided in a Special Offer Amendment to the Westlaw Subscriber Agreement. Notwithstanding the foregoing, (i) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties; (ii) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if West reasonably believes that Subscriber's use of Data violates any applicable law or regulation, this Agreement or may result in a risk to public safety, including but not limited to the safety of private individuals; (iii) Subscriber may terminate this Agreement immediately upon giving written notice of termination to West after receiving notice of an amendment (as permitted under paragraphs 1(d) and 11) which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber; and (iv) either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

11. **Effect of Agreement.** This Agreement (which includes all current and future Schedules, Additional Terms and license agreements and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written notice. Any other amendment must be in writing and signed by both parties.

12. **Force Majeure.** West's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

13. **Notices.** Except as otherwise provided herein, all notices must be in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: Customer Service, and to Subscriber at the address set forth below.

14. **General Provisions.** This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement. West, as used herein, applies to West Publishing Corporation, Thomson Reuters Applications Inc., West Services Inc., Thomson Reuters (Legal) Inc., and their affiliates.

15. **Ideas and Concepts.** Any and all title, ownership rights, and intellectual property rights concerning any ideas, concepts, suggestions, materials and the like that Subscriber provides to West regarding Westlaw, Internet Based Services or Westlaw Software shall become the exclusive property of West and may be used for its business purposes in its sole discretion without any payment, accounting, remuneration or attribution to Subscriber.

**SUBSCRIBER**

Signature 

Name (please print) STEVEN G. HOLLOWAY

Title ADMINISTRATIVE DIRECTOR

Date 4.26.12

Firm Name SUPREME COURT OF OHIO

Address 65. SOUTH FRONT ST.

COLUMBUS, OH 43215

Contact KEN KOZLOWSKI

Telephone 614.387.9866

Sales Representative \_\_\_\_\_

Westlaw PASSWORDS (optional) – Attach list for additional names.

NAME Please Print (last, first)	PASSWORD ATTORNEY		
	ISSUE	YES	NO

Contact: \_\_\_\_\_

E-mail for password delivery: \_\_\_\_\_

If Subscriber is a non-Westlaw Special Offer subscriber, the applicable Schedule A Price Plan \_\_\_\_\_ (must be completed) is attached hereto.