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3. Westlaw

All usage of Westlaw as a result of linkage from West LegalEdcenter is governed by the terms and conditions of the Westlaw User Agreement in effect between User and West. User is responsible for all Westlaw charges generated when linking from West LegalEdcenter.

4. User Privacy and Information

a. Password. User's account with West LegalEdcenter is password-protected so that only User can access it.

b. User Information. User provides personal information collected through West LegalEdcenter on a voluntary basis through a visible means of data entry or by collecting information using a West LegalEdcenter Registration Form. West LegalEdcenter employs secure sockets layer (SSL) server software to prevent unauthorized access to and use of the information User submits when purchasing Content and when accessing certain account information of User. Upon request, West LegalEdcenter will (a) remove User information from West's internal systems (with the exception of sales and usage information for business record keeping); (b) correct personal information that User states is erroneous; or (c) permit User to "opt out" of further e-mail contact (except notification of major changes to the service) while still allowing User to access and use West LegalEdcenter. West is

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c. IP Logging. West LegalEdcenter logs IP addresses for systems administration and troubleshooting purposes. User's IP address indicates the location of User's computer on the Internet. West LegalEdcenter may also gather anonymous information that may be used by West or shared with third parties. This information does not personally identify User, but may be helpful in improving the services offered. Generally this information is collected through traffic data and may entail the use of cookies, IP addresses, or other numeric codes used to identify a computer. Cookies give West LegalEdcenter users special, random IDs that are small text files, which are stored on the hard drive of a user's computer. West LegalEdcenter employs cookies to recognize User and User's access privileges for certain locations on the West LegalEdcenter sites as well as to track site usage. User can set User's browser to refuse all cookies or to indicate when a cookie is being sent. Users who do not accept cookies from West LegalEdcenter cannot access some areas of West LegalEdcenter. West may, in its sole discretion, perform statistical analysis of the collective characteristics and behavior of West LegalEdcenter users to measure interests in the various areas of West LegalEdcenter (for product development and other business development purposes).

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5. Charges. Charges payable by User for access to and use of West LegalEdcenter ("West LegalEdcenter Charges") will be as stated on westlegaledcenter.com or as otherwise agreed upon in writing by the parties. West LegalEdcenter Charges may be modified upon at least 30 days prior notice to User in writing or online. Charges are exclusive of applicable sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of User. User will pay all invoices in full within 30 days of receipt. If full payment is not made, User may be charged up to the maximum legal interest on any unpaid balance.

6. westlegaledcenter.com.

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8. Responsibility for Certain Matters. User may access and use West LegalEdcenter from additional User locations upon prior notice of such location. User is solely responsible for maintaining security of West LegalEdcenter passwords. User is also responsible for all access to and use of West LegalEdcenter, including Features, Content and westlegaledcenter.com by User's personnel or West LegalEdcenter passwords, whether or not User has knowledge of or authorizes such access and use.

9. Limitation of Claims. Except for claims relating to West LegalEdcenter Charges or improper use of West LegalEdcenter, Features, Content or westlegaledcenter.com, no claim, regardless of form, which in any way arises out of this Agreement, may be made, 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 (i) either party upon at least 30 days prior written notice of termination to the other party, or, if applicable, (ii) by termination of a Subscriber Agreement that is invoiced for User's access. West may terminate this Agreement immediately upon giving written notice of termination to User if User commits a material breach of any obligation to West under any other agreement between the parties. User may terminate this Agreement immediately upon giving written notice of termination to West after receiving notice of an amendment (as permitted under paragraph 11) which contains new terms that materially alter the terms of this Agreement and are unacceptable to User or 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 Order Forms 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 User at least 30 days prior online notice.

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. For the purpose of providing notice, West is located at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: Customer Service, and the User will be at the address set forth in their registration.

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. 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.

15. Ideas and Concepts. Any and all title, ownership rights, and intellectual property rights concerning any ideas, concepts, suggestions, materials and the like that User provides to West regarding West LegalEdcenter 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 User.