

## Westlaw® USER AGREEMENT FOR LAW SCHOOL STUDENTS

AGREEMENT to allow Westlaw access by law school students. Available only to currently-enrolled students of law schools that subscribe to Westlaw under a Plan 4 or Plan 6 Law School price plan.

### 1. Representations.

The undersigned law student (“User”) represents that he or she is currently enrolled as a student or a graduating student at the law school (“Law School”) identified below and that he or she expects to graduate from Law School on the date indicated on the Password Registration Form. User agrees to notify West Group (“West”) immediately if User is no longer enrolled as a student at Law School or if his or her expected graduation date changes.

### 2. Access to and Use of Westlaw.

West grants User the right to access and use Westlaw through equipment provided by User or Law School by means of the Westlaw law student password (“Law Student Password”) attached hereto. **User may access and use Westlaw solely for educational purposes directly related to User’s coursework at Law School or for bar preparation purposes (“Educational Purposes”).** Any other use, including any use in connection with User’s employment, any internship or externship, is prohibited. Use of the Law Student Password is limited to use within the United States, its territories and possessions or Canada. User may transfer and store temporarily insubstantial amounts of Downloaded Data solely for Educational Purposes. No access to DIALOG on Westlaw is permitted in Canada. Access to certain Features and databases may be restricted by West. Westlaw Charges incurred through use of the Law Student Password for Educational Purposes are waived during the term of this Agreement. West reserves the right to collect from User all Westlaw Charges incurred through use of the Law Student Password for purposes other than Educational Purposes at the then-current commercial Westlaw rates. User’s Law Student Password will be in effect during the school year and will be suspended each summer unless attendance at Law School classes is mandatory on a year-round basis.

### 3. Westlaw Software and westlaw.com

Upon request, West will provide U.S. Users, at no charge, with a copy of the WestMate® communications software and a copy of the WESTCheck® cite-checking software (collectively “Software”) for access to Westlaw via User’s home and/or laptop computer(s). (All references hereafter to Westlaw Software are only applicable to U.S. Users). westlaw.com is an Internet-based service that provides access to Westlaw and is available to U.S. and Canadian Users. West grants User a non-exclusive, non-transferable, limited license to use westlaw.com. User may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of westlaw.com nor may user reproduce all or any portion of the components of westlaw.com. User may use Westlaw Data cached in User’s local disk drive solely in support of its use of westlaw.com. The performance of westlaw.com varies with the manufacturers’ equipment with which it is used.

### 4. Governing Terms.

User’s access to and use of Westlaw are governed by the terms and conditions of the Westlaw Subscriber Agreement (including Additional Terms) between Law School and West (“Subscriber Agreement”) and this Agreement. User’s use of the Software is governed by the terms and conditions of the West Software License Agreement between User and West which will be provided with User’s copies of the Software. Use of Westlaw by means of the Law Student Password and the Software signifies User’s acceptance of the applicable terms and conditions and User’s agreement to be bound thereby. In the event of inconsistencies between this Agreement and the Subscriber Agreement

or the West Software License Agreement, the terms of this Agreement will control.

### 5. Responsibility for Certain Matter.

User understands and acknowledges that User’s Law Student Password is for his or her use only and that User is prohibited from permitting any third parties to access Westlaw by means of the Law Student Password. User will be responsible for all access to and use of Westlaw by means of the Law Student Password, whether or not User has knowledge of such access and use. West reserves the right to issue a new Law Student Password to User from time to time and to cancel any prior Law Student Password.

### 6. Reservation of Rights.

West reserves the right to modify the terms and conditions of this Agreement from time to time, specifically including, but not limited to, the right to impose usage limitations on Westlaw access and/or offline transmission.

### 7. West Legal Directory™ - U.S. Law Students Only.

U.S. Users grant West permission to include in West Legal Directory of Law Students – User’s name, law school and address and any additional information supplied to West. All information supplied by User will be published in West Legal Directory. West will have no liability whatsoever to User for any claim(s) relating to any error or omission in any listing. User’s exclusive remedy for any error or omission in any listing will be correction of the listing within a reasonable time after receipt by West of written notice of such error or omission. In no event will West be liable for any lost profits or for any consequential, exemplary, incidental, indirect or special damages arising from or in any way related to this Agreement, even if West has been advised of the possibility of such damages.

### 8. Term and Termination.

This Agreement will be effective upon User’s first access to Westlaw by means of the Law Student Password and access will terminate on the User’s graduation ceremony date or two calendar months following User’s graduation ceremony date if User is properly registered in West’s extension program. However, (i) User may terminate this Agreement at any time by giving West written notice thereof and ceasing all use of Westlaw, the Law Student Password, the Software and/or westlaw.com, and (ii) West may terminate this Agreement and User’s right to access and use Westlaw, the Software and/or westlaw.com respectively at any time by revoking the Law Student Password. Further, this Agreement will terminate automatically upon any termination of the Law School’s Subscriber Agreement or if User is no longer enrolled as a student at the Law School. Upon any termination of this Agreement, User’s Law Student Password will automatically be revoked.

### 2000-2001 Academic Year

**YOU MUST COMPLETE AND SIGN THE ACCOMPANYING PASSWORD REGISTRATION FORM.**

**Law School:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name (please print):** \_\_\_\_\_