

EXHIBIT B

LICENSE AGREEMENT

THIS AGREEMENT, entered into in Eagan, Minnesota by and between _____ ("Licensee") and WEST PUBLISHING COMPANY (and its successors, collectively "Licensor");

WHEREAS, Licensee desires to obtain a license from Licensor to allow Licensee to star paginate to certain West Case Reports in Licensee Case Reports contained in Licensee's [Licensee Product(s)/Service(s)]; and

WHEREAS, Licensor desires to grant Licensee such a license;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants which follow, the parties hereby agree that:

Article 1 -- Definitions

As used in this Agreement, the following terms shall have the following meanings:

1.01. "West Case Reports" shall mean Licensor's reports of judicial decisions, identified in Exhibit A to this Agreement, that are selected for reporting by Licensor and coordinated and arranged by Licensor within NRS Reporters.

1.02. "NRS Reporters" shall mean the following printed case report series published by Licensor that are a part of Licensor's National Reporter System and any future case report series published by Licensor that Licensor designates as a part of Licensor's National Reporter System:

- Supreme Court Reporter
- Federal Reporter
- Federal Supplement
- Federal Rules Decisions
- Atlantic Reporter
- North Eastern Reporter
- North Western Reporter
- Pacific Reporter
- South Eastern Reporter
- Southern Reporter
- South Western Reporter
- California Reporter
- Illinois Decisions

New York Supplement
 Bankruptcy Reporter
 Military Justice Reporter
 United States Claims Court Reporter
 Federal Claims Reporter
 Veterans Appeals Reporter

If Licensor (i) ceases publishing any NRS Reporter in printed form; and (ii) includes the case reports of the court(s) previously included in said NRS Reporter as a part of a New Technology or only on WESTLAW, such case reports as a part of a New Technology or on WESTLAW shall be deemed to be said NRS Reporter. In such event, should WESTLAW or the New Technology continue to contain citations to such case reports in the same form (including volume numbers, abbreviated NRS Reporter designation, and beginning page numbers) as the "NRS Citations" for said NRS Reporter and with the same type of pagination as previously included in said NRS Reporter (i.e., such pagination shall not include the electronic pagination presently included on WESTLAW, any pagination related to WESTLAW Cites or any successor WESTLAW and/or New Technology citation form, or any other electronic pagination used on WESTLAW and/or the New Technology; jointly, "WESTLAW/New Technology Pagination"), WESTLAW and/or the New Technology shall be deemed to be said NRS Reporter (with respect to the case reports in question) for purposes of the "Star Pagination License" provided for in Article 2; provided, however, that Licensee shall have no right whatsoever under this Agreement to produce, use, or make available WESTLAW/New Technology Pagination in any form or by any means.

1.03. "Licensee Case Reports" shall mean Licensee's reports of judicial decisions that are selected for reporting by Licensee in [Licensee Product(s)/Service(s)] and coordinated and arranged by Licensee within [Licensee Product(s)/Service(s)].

1.04. "[Licensee Product(s)/Service(s)]" shall mean *[description of Licensee Product(s)/Service(s)]* published or provided in [print, CD-ROM, online or other electronic format] by Licensee after the effective date of this Agreement.

1.05. "NRS Pagination" shall mean the page breaks and related page numbers of NRS Reporter publications. Should WESTLAW and/or a New Technology be deemed to be an NRS Reporter pursuant to Section 1.02, the "pagination" referenced in Section 1.02 (other than WESTLAW/New Technology Pagination) shall be deemed to be NRS Pagination; provided, however, that WESTLAW/New Technology Pagination shall not be NRS Pagination.

1.06. "Licensed NRS Pagination" shall mean the NRS Pagination which Licensee obtains a license to use pursuant to the terms and conditions of this Agreement.

1.07. "Licensee Subscribers" shall mean subscribers to or other licensees of [Licensee Product(s)/Service(s)] that include Licensed NRS Pagination.

1.08. "Licensee Subscriber Limitations" shall mean contractual obligations contained in the agreements pursuant to which Licensee Subscribers are licensed the right to access and use Licensed NRS Pagination as a part of [Licensee Product(s)/Service(s)] that (i) allow access to and use of Licensed NRS Pagination solely in the regular course of legal research and related work; (ii) prohibit the publication, broadcast, loan, rent, lease, sale or other transfer of Licensed NRS Pagination, or of any copy or reproduction thereof; and (iii) prohibit or limit the making, maintenance or use of Licensed NRS Pagination, or of any copy or reproduction thereof, in the same manner as such actions are prohibited or limited for the other contents of [Licensee Product(s)/Service(s)]. [*Will not apply in cases of print licenses.*]

1.09. "PPI" shall mean the United States Department of Labor, Bureau of Labor Statistics, Producer Price Index for Finished Goods (1982 = 100) or its successor index(es).

1.10. "Character" shall mean each alphabetic, numeric and punctuation symbol, and each space, in the material in question, and includes each mnemonic and other control, format and character code, whether or not displayed.

1.11. "New Technology" shall mean any form or means (including, without limitation, compact disc) by which databases containing legal materials may be used, made available, or otherwise distributed other than in any (i) printed or other hard copy form or means; (ii) microfilm, microfiche, or other form or means that can be visually perceived through magnification; or (iii) Online form or means.

1.12. "Online" shall mean a system of computer terminals directly linked to a central processing unit or units and related peripheral equipment on which a database is stored and/or searched, regardless of the software architecture employed.

1.13. "WESTLAW" shall mean the Online computer-assisted legal research services presently marketed by Licensor under the WESTLAW trademark, any portion of such services, or any Online computer-assisted legal research service marketed by Licensor after the effective date of this Agreement, regardless of the name of the service; provided, however, that WESTLAW shall not include Licensor compact disc or "New Technology" products or services or Online updates or supplements thereto. Except as otherwise provided in the first sentence of this Section 1.13 or elsewhere in this Agreement, WESTLAW shall include all Online services (or portions thereof) described in the preceding sentence, regardless of how such services are distributed (including, without limitation, being made available directly to subscribers by Licensor, through agents or resellers, or through gateway arrangements with other database providers or distributors).

Article 2 -- License And Related Terms

2.01. Star Pagination License. During the term of this Agreement, subject to the terms and conditions hereof, including, without limitation, the timely payment by Licensee to Licensor

of the license fees provided for in Section 2.03 hereof, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a non-exclusive, non-transferable (except as specifically provided in Section 6.05 hereof), limited license (i) to obtain NRS Pagination from West Case Reports contained in NRS Reporter publications; (ii) to include such NRS Pagination (which shall become Licensed NRS Pagination when so included) in corresponding Licensee Case Reports contained in [Licensee Product(s)/Service(s)]; (iii) to license and/or distribute such [Licensee Product(s)/Service(s)] to Licensee Subscribers subject to Licensee Subscriber Limitations; and (iv) to have a third party obtain, on behalf of Licensee, NRS Pagination from West Case Reports contained in NRS Reporter publications and include such NRS Pagination (which shall become Licensed NRS Pagination when so included) in corresponding Licensee Case Reports contained in [Licensee Product(s)/Service(s)]; provided, however, that no right to in any way reproduce, use or make available, or authorize any third party to in any way reproduce, use or make available, West Case Reports, or any portion or portions thereof other than Licensed NRS Pagination as provided herein, is granted by Licensor to Licensee under this Agreement; provided, further, that Licensor shall not challenge, under any present or future legislation, any use by the Licensee of Licensed NRS Pagination if Licensee's use of same conforms to the terms of this Agreement.

2.02. License Limitations. Notwithstanding the provisions of Section 2.01 hereof or any other provision of this Agreement, the limited license granted by Licensor to Licensee hereunder does not include any right to in any way reproduce, use or make available, or authorize any third party to in any way reproduce, use or make available, any NRS Pagination or Licensed NRS Pagination in any form, format or means other than as specifically provided in Section 2.01 hereof; provided, however, that, subject to the terms and conditions of this Agreement, Licensee may authorize Licensee Subscribers to create and use printouts of Licensee Case Reports containing Licensed NRS Pagination subject to Licensee Subscriber Limitations; provided, further, that nothing in this Agreement shall prohibit Licensee from selling, leasing, licensing or otherwise transferring Licensee Case Reports that contain Licensed NRS Pagination to third party information providers, but such transfers shall not include or grant any right to reproduce, publish, broadcast, distribute, loan, rent, lease, sell or otherwise transfer, make available or use the Licensed NRS Pagination contained in such Licensee Case Reports.

2.03. License Fees. In consideration of the license granted under Section 2.01 hereof, Licensee shall pay Licensor the license fees provided for in this Section 2.03; provided, however, that the license fee for [print Licensee Product(s)] need only be paid for the year in which the [print Licensee Product(s)] are printed. *[Specific license fee terms to be agreed upon, but not to exceed the following license fees per format (i.e., for each existing format and for each New Technology) per year per 1,000 characters contained in Licensee Case Reports contained in [Licensee Product(s)/Service(s)] that include Licensed NRS Pagination, subject to change based upon, but not to exceed, changes in the PPI: four cents (\$.04) during the first and second years of this Agreement, six cents (\$.06) during the third and fourth years of this Agreement, eight cents (\$.08) during the fifth and sixth years of this Agreement, and nine cents (\$.09) during the seventh year and subsequent years of this Agreement.]*

2.04. No Warranty or Liability. ALL NRS PAGINATION AND LICENSED NRS PAGINATION SHALL BE OBTAINED AND USED BY LICENSEE ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND LICENSOR SHALL HAVE NO LIABILITY WHATSOEVER TO LICENSEE IN ANY WAY RELATED TO ANY COPY OF NRS PAGINATION OR LICENSED NRS PAGINATION OBTAINED OR USED BY LICENSEE HEREUNDER.

2.05. Display of Licensed NRS Pagination. During the term of this Agreement, if Licensee includes Licensed NRS Pagination as a part of any Licensee Case Report, such Licensed NRS Pagination shall be presented no less prominently (in terms of size, high-lighting, underlining, etc.) than any other unofficial pagination or pinpoint locators for the Licensee Case Report in question.

2.06. Impossibility. Nothing contained in this Agreement shall in any way require Licensor to continue to publish or provide NRS Reporters.

2.07. Licensor's Subscription(s) to [Licensee Product(s)/Service(s)]. In order for Licensor to monitor Licensee's compliance with the terms and conditions of Articles 2 and 3 hereof, Licensee shall, at no charge to Licensor, provide Licensor with (a) subscription(s) to [Licensee Product(s)/Service(s)]. [A copy/Copies] of [Licensee Product(s)/Service(s)] shall be provided to Licensor as soon as it/they is/are made available to any third party.

Article 3 -- Notice Provisions

3.01. Copyrights. During the term of this Agreement, Licensee shall not, except as specifically provided in this Agreement, copy, prepare a derivative work of, distribute a copy of, or display publicly, any portion of any NRS Pagination for any commercial purpose whatsoever. Nothing contained in this Agreement shall be deemed to prohibit Licensee from copying or making any other use of the contents or pagination of any NRS Reporter publication after the term of copyright in such publication has expired as provided in 17 U.S.C. § 302, *et. seq.* and related statutes and regulations (or their successors).

3.02. Copyright Notice. As a condition of the license granted by Licensor to Licensee under Section 2.01 hereof, Licensee shall ensure that a copyright notice which complies with the provisions of 17 U.S.C. § 401, *et. seq.* and related statutes and regulations (or their successors) appears on all publicly distributed copies of [Licensee Product(s)/Service(s)] that contain any Licensed NRS Pagination from which such [Licensee Product(s)/Service(s)] can be visually perceived, either directly or with the aid of a machine or device.

3.03. Notice to be Used in Connection with Licensed NRS Pagination. Licensee shall cause the following notice, or such other notice as the parties may mutually agree upon from time to time, to be prominently displayed as a part of the [Licensee Product(s)/Service(s)] that

contain(s) any Licensed NRS Pagination and as a part of the documentation made available in connection therewith:

STAR PAGINATION TO WEST PUBLISHING COMPANY'S NATIONAL REPORTER SYSTEM® PUBLICATIONS HAS BEEN CREATED AND ADDED TO THIS PUBLICATION BY [LICENSEE] AND IS BEING MADE AVAILABLE UNDER A LICENSE FROM WEST.

Article 4 -- Confidentiality

4.01. Confidentiality Obligations. During the term of this Agreement and thereafter, except as specifically provided herein and/or to the extent reasonably necessary to perform its obligations or exercise or enforce its rights hereunder, neither party shall provide or disclose to any third party, or itself use, unless authorized in writing to do so by the other party or properly directed or ordered to do so by public authority, any information or matter that (i) constitutes or concerns the terms and conditions of this Agreement; (ii) is provided to it by the other party hereunder or as a result hereof; or (iii) regards any dealings or negotiations with the other party related to this Agreement; provided, however, that the parties may consult with their respective counsel with respect to such information or matter and said counsel agree to abide by the terms and conditions of this Article 4.

4.02. Limitation on Confidentiality. Except with respect to information or matter constituting or concerning the terms and conditions of this Agreement or regarding any dealings or negotiations between the parties hereunder, the parties shall have no confidentiality obligation under Section 4.01 hereof with respect to any information or matter specified therein that (i) is already known to them, (ii) is rightfully disclosed to them by a third party that is not acting as an agent or representative for the other party, (iii) is independently developed by or for them, (iv) is publicly known, or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the parties. Any party claiming an exception to Section 4.01 hereof under this Section 4.02 shall have the burden of proving the basis for the exception.

4.03. Confidentiality Standard. The parties shall follow the same procedures to insure their compliance with the requirements of Section 4.01 hereof as they follow to protect their own confidential and proprietary information and matter of a similar nature.

4.04. Injunctive Relief. Each party shall be entitled to injunctive relief to enforce the other party's compliance with the obligations contained in Section 4.01 hereof, it being understood and agreed that the parties will not have an adequate remedy at law if such obligations are not complied with.

Article 5 -- Term and Termination

5.01. Term and Termination. Subject to the terms and conditions hereof, this Agreement shall become effective upon execution by both parties and shall remain in force [*specific term and related provisions as agreed upon*]. Licensee may terminate this Agreement by giving Licensor at least 90 days' prior written notice of termination.

5.02. Effect of Termination. After termination of this Agreement, Licensee shall have no contractual right to include NRS Pagination in [Licensee Product(s)/Service(s)] published or provided after the effective date of such termination.

Article 6 -- Miscellaneous Provisions

6.01. Limitations of Liability and Claims.

(a) EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY PROFITS LOST BY THE OTHER PARTY OR FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) No claim, regardless of form, which in any way arises out of this Agreement or the parties' performance of this Agreement may be made, nor arbitration proceeding based upon such a claim commenced, by either party more than one year after the basis for the claim becomes known to the party desiring to assert it.

6.02. Relationship of the Parties. The parties shall be independent contractors hereunder and neither party shall have the power or authority to bind the other party with respect to any third party. Except as specifically provided herein, each party shall bear its own costs and expenses.

6.03. Effect of Agreement. This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written, relating thereto. Any amendment hereof must be in writing and signed by both parties.

6.04. Force Majeure. Each party's performance hereunder is subject to interruption or delay due to causes beyond its reasonable control such as acts of God, acts of government, war or other hostility, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like. In the event of such an interruption or delay, any relevant period of performance of the party affected shall be extended for a period of time equal to the period of the interruption or delay and any obligation of the party whose performance is not affected which correspond to the interrupted or delayed performance shall be suspended for a period of time equal to the period of the interruption or

delay. Any party whose performance hereunder is subject to such interruption or delay shall give prompt notice to the other party of the reason or reasons for the commencement of and of the conclusion of such interruption or delay.

6.05. Assignment and Successors. Neither this Agreement nor any part or portion hereof, or right granted hereunder, shall be assigned, sublicensed or otherwise transferred by Licensee without Licensor's prior written consent.

6.06. Severability. 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 shall not be affected thereby.

6.07. Arbitration.

(a) Any and all disputes or controversies arising under this Agreement shall be resolved by private arbitration conducted in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as modified by the terms and conditions of this Section 6.07. The arbitration proceeding relating to any such arbitration shall be held in Minneapolis, Minnesota, and any judgment upon the resulting arbitration decision may be entered in the appropriate federal or state court located in Minneapolis, Minnesota. Each party hereby consents to arbitration jurisdiction and the jurisdiction of such courts for the purposes of the arbitration and related proceeding described in this Section 6.07.

(b) Arbitration proceedings under this Section 6.07 shall be commenced by a party by serving the other party with a notice of intent to arbitrate and filing such notice with the Minneapolis, Minnesota office of the AAA ("Office"). All arbitrations shall be conducted by a panel of three arbitrators selected as follows:

(i) Within ten (10) days after the notice of intent to arbitrate is filed with the Office, each party shall select an arbitrator and shall notify the other party and the Office of its selection. If either party fails to select an arbitrator within such ten (10) day period, the Office shall so notify such party, who shall thereafter have five (5) business days to select an arbitrator. Failing such selection, the Office shall make the appointment for such party.

(ii) The two arbitrators so selected shall select a neutral arbitrator within 15 days after the selection of the second of the initial arbitrators to be selected. The neutral arbitrator shall be counsel skilled in the licensing of copyrighted property. The neutral arbitrator shall not (A) be a present or former owner, officer, director, or employee of a party; (B) have or have had any business relationship (including, without limitation, an attorney-client relationship) with a party; or (c) be a present or former owner, officer, director, employee or member of any entity that has or has had a business relationship (including, without limitation, an attorney-client relationship) with a party. The initial arbitrators may seek a list of potential neutral arbitrators from the Office, but shall not be limited to such a list in selecting the neutral arbitrator. If the initial two arbitrators cannot agree on the required neutral arbitrator within said 15 day period, they shall so notify the Office within five (5) business days after the expiration of said 15 day period, and the Office shall then promptly select the required neutral arbitrator (who shall meet the criteria set forth above).

(iii) The neutral arbitrator so selected shall be the head of the arbitration panel and responsible for scheduling and coordinating the arbitration proceedings.

(c) The decision of the arbitration panel of three arbitrators shall (i) be made by at least a majority of the arbitrators; (ii) be made within 60 days after the neutral arbitrator is selected; (iii) be in writing; and (iv) set forth each of the factors considered by the arbitrators and the impact of each such factor on their decision.

(d) All arbitration decisions made in accordance with this Section 6.07 shall be final and binding upon the parties. Arbitration as provided for in this Section 6.07 shall be the sole and exclusive right and remedy of the parties with respect to any and all disputes or controversies, and each party hereby waives its right to institute any judicial proceedings with respect to any such matters, other than the right to enter judgment upon any arbitration decision rendered as provided above and to seek enforcement of such judgment once so entered.

(e) Each party shall bear its own costs and expenses (including, without limitation, all attorneys' fees, and all costs and expenses of presenting evidence to and calling witnesses before the arbitration panel) and those of the arbitrator it selects in connection with any arbitration proceeding conducted pursuant to this Section 6.07. The arbitrators shall, in their sole discretion, determine how the parties shall bear all other arbitration expenses. If required by the Office, each party shall deposit such sums of money with said Office as said Office deems necessary to defray arbitration expenses, and failure to so deposit shall be grounds for a default arbitration decision to be entered by the arbitrators against a party which fails to make such a deposit.

6.08. Non-Waiver. Failure of either party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision nor of the right to enforce such provision.

6.09. Certain Taxes. Any sales, use, value added and similar taxes which may be due with respect to Licensed NRS Pagination licensed to Licensee hereunder, or the license payments due or made by Licensee to Licensor hereunder, shall be the responsibility of Licensee and shall be paid by Licensee directly to the relevant taxing authority. Licensee shall obtain and provide to Licensor any exemption certificates necessary to absolve Licensor of any responsibility relating to such taxes.

6.10. Notices. In order to be effective, all notices, requests, demands, agreements, consents, approvals, permissions and other communications required or permitted hereunder shall be in writing, shall be delivered personally, faxed, transmitted by courier or express service, or mailed, with proper charge prepaid, to the party for whom intended as set forth below, and shall be deemed to be given upon the date of actual receipt:

To Licensee:

To Licensor: President
 West Publishing Company
 (by mail) P.O. Box 64526
 610 Opperman Drive
 St. Paul, MN 55164
 (by other means) 610 Opperman Drive
 Eagan, MN 55123

The sending party shall have the burden of proving receipt. Either party may change any address to which notices and other communications are to be directed to it by giving notice of such change to the other party in the manner provided above.

6.11. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Minnesota, and, subject to Section 6.07 hereof, any action related in any way to this Agreement shall be brought in the appropriate federal or state court located in Minneapolis, Minnesota. Each party hereby consents to the jurisdiction of such courts for the purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives.

[LICENSEE]

By _____

Its _____

Date _____

WEST PUBLISHING COMPANY

By _____

Its _____

Date _____