



State of Minnesota Contract

SWIFT Contract No.: 270079

This Contract is between the State of Minnesota, acting through its Commissioner of Administration ("State") and West Publishing Corporation, d/b/a West, a Thomson Reuters business, whose designated business address is 2900 Ames Crossing Road, Eagan, MN 55121 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

Recitals

1. State issued a solicitation identified as SWIFT Event No. G0210-2000015959 on June 21, 2024, for Legal Research and Investigative Subscription Services ("Solicitation");
2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the subscription products included in Contractor's response to the Solicitation, including Print and CD-ROM subscriptions (the "Subscription Service(s)") and/or the implementations/training services included in Contractor's response to the Solicitation (the "Professional Service(s)"); and
3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

1.1 Effective date. June 1, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 Expiration date. May 31, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional 3 years, in increments as determined by the State, through a duly executed amendment.

2. Contractor's Duties

The Contractor shall perform all duties as described in this Contract.

3. Representations and Warranties

3.1 Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the State is empowered to engage such assistance as deemed necessary.

3.2 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

4. Time

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

5. Compensation and Conditions of Payment

5.1 Compensation. The State will pay for performance by the Contractor under this Contract in accordance with the breakdown of costs as set forth in Exhibit D which is attached and incorporated into this Contract.

5.2 Conditions of Payment. All duties performed by the Contractor under this Contract must be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State performed in violation of federal, state, or local law.

6. Authorized Representative

6.1 The State's Authorized Representative is Kaleigh Stevens, Acquisition Management Specialist, Department of Administration, Office of State Procurement, 112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155, 651.201.2438, kaleigh.stevens@state.mn.us, or her successor or delegate, and has the responsibility to monitor the Contractor's performance.

6.2 The Contractor's Authorized Representatives are Lisa McMahon, Manager, Contracts & Compliance, lisa.mcmahonbailey@thomsonreuters.com; and Ben Hergott, Sr. Contract Specialist, ben.bergott@thomsonreuters.com, at the following business address and telephone number: 2900 Ames Crossing Road, Eagan, MN 55121, 651.687.7000, or their successor(s). If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

7. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: Contract Terms

Exhibit B: Insurance Requirements

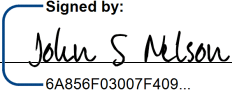
Exhibit C: Specifications, Duties, and Scope of Work

Exhibit D: Pricing

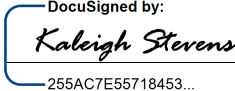
Exhibit E: Contractor's Subscriber Agreement and Order Documents

Exhibit F: Contractor's Accessibility Conformance Reports

1. West Publishing Corporation, d/b/a West, a Thomson Reuters business
The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: John S Nelson
Signature: 
Title: Director of Procurement Date: 5/30/2025

2. The Office of State Procurement
With delegated authority

Print name: Kaleigh Stevens
Signature: 
Title: Acquisition Mgmt. Spec. Date: 5/30/2025

3. Commissioner of Administration
As delegated to The Office of State Procurement

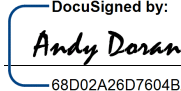
Print name: Andy Doran
Signature: 
Title: IT Acquisitions Supervisor Date: 5/30/2025

Exhibit A: Contract Terms

1. Prompt Payment and Invoicing.

1.1 Prompt Payment. The State will pay the Contractor pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice, or merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read “Net 30 days.” Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065.

The payment for each order will only be made for goods received or services actually performed that have been accepted by the ordering entity, and meet all terms, conditions, and specifications of the Contract and the ordering document.

1.2 Invoicing. The invoice must be in the same format as the sample invoice form approved as Exhibit D, Supplement 1 with the Contract, unless an alternative format is approved in writing by the State Authorized Representative, or delegate. See Exhibit D, Supplement 1 for a list of minimum invoice requirements.

2. Assignment, Amendments, Waiver, and Contract Complete.

2.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

2.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

2.3 Waiver. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

2.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

3. Termination.

3.1 Suspension and Termination. Contractor may on notice terminate, suspend or limit the State’s use of any portion or all of Contractor’s services, or modify the terms on which it is provided, if (i) requested to do so by a third-party provider, court or regulator; (ii) the State becomes or are reasonably likely to become insolvent; (iii) there has been or it is reasonably likely that there will be: (1) a breach of security; a breach of the State’s obligations under the Contract or another agreement between The Parties; (2) a breach of Contractor’s agreement with a third-party provider; (3) a violation of third party rights; or (4) applicable law. Contractor’s notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination, suspension or limitation is reasonably capable of being remedied, Contractor will inform the State of the actions the State must take to reinstate the service. If the State does not take the actions or the cause cannot be remedied within 30 days, Contractor may suspend, limit or terminate the Contract in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from the State’s action or inaction. Contractor may, upon reasonable notice, terminate all or part of the Contract in relation to a service which is being discontinued.

3.2 Termination for Breach. Either Party may terminate the contract immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of written notice. Any misrepresentation by the State or failure to fully pay any amount when due under the Contract is a material breach

for this purpose. Where (i) Contractor terminates a service, other than for a termination for the State's breach pursuant to this Section 3.2 or a termination for the State's insolvency pursuant to Section 3.1, or (ii) the State terminates a service for Contractor's breach pursuant to this Section 3.2, the State will be entitled to a pro rata refund of any recurring charges paid in advance for the terminated service that has not been rendered.

3.3 Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Contract. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding. This notice will be provided within a reasonable time of the State's receiving notice.

4. Force Majeure.

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

5. Indemnification.

5.1 Contractor shall defend – with the approval of the Minnesota Attorney General – hold and save the State, its officers, agents, and employees, harmless from and against any and all costs, claims, demands, damages, losses and liabilities, including attorneys' fees incurred by the State, accruing or resulting in connection with the performance of this Contract to the extent arising from or in any way related to (i) Contractor's negligence or intentionally tortious acts resulting in bodily injury, death of persons, or real property damage or (ii) claims that the Subscription Services being licensed under this Contract for the authorized uses set forth herein infringes any U.S. patent, copyright, license, or other proprietary right of any third party. Contractor shall have no obligation under this section to indemnify or defend the State against a claim of infringement resulting from the State's unauthorized modification or alteration of the data provided in conjunction with the Subscription Services or the combination of data with any product, application, or service not provided by Contractor.

5.2 Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Contractor. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

6. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

7. Contract Use by State Agencies.

To the extent applicable, the Contract does not prohibit state agencies from using their delegated purchasing authority to procure similar goods and services from other sources.

8. Warranty.

a. LIMITED WARRANTY. EXCEPT WITH RESPECT TO INSTALLED SOFTWARE OR PROFESSIONAL SERVICES, CONTRACTOR WARRANTS THAT PROPERLY LICENSED SERVICES WILL MATERIALLY CONFORM TO ANY DOCUMENTATION THAT ACCOMPANIES THE SERVICES. THIS LIMITED WARRANTY APPLIES FOR THE DURATION OF THE TERM. THE STATE'S ONLY REMEDY IN THE EVENT CONTRACTOR BREACHES THIS LIMITED WARRANTY SHALL BE THE REPAIR OR REPLACEMENT OF THE SERVICES AT NO CHARGE. THIS LIMITED WARRANTY DOES NOT COVER PROBLEMS CAUSED BY THE STATE'S FAILURE TO ADHERE TO INSTRUCTIONS, MODIFICATIONS OR CUSTOMIZATIONS TO CONTRACTOR'S PRODUCTS OR SERVICES MADE BY THE STATE OR CAUSED BY EVENTS BEYOND CONTRACTOR'S REASONABLE CONTROL.

b. INSTALLED SOFTWARE. CONTRACTOR WARRANTS THAT CONTRACTOR INSTALLED SOFTWARE WILL MATERIALLY CONFORM TO CONTRACTOR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD CONTRACTOR IS UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, AN INSTALLED SOFTWARE ERROR THE STATE REPORT TO CONTRACTOR, THE STATE MAY TERMINATE THE APPLICABLE ORDERING DOCUMENT FOR THE AFFECTED INSTALLED SOFTWARE BY PROMPT WRITTEN NOTICE TO CONTRACTOR FOLLOWING THE REASONABLE TIME PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. THE STATE'S ONLY REMEDY AND CONTRACTOR'S ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.

c. PROFESSIONAL SERVICES. CONTRACTOR WARRANTS THAT CONTRACTOR WILL PROVIDE ANY PROFESSIONAL SERVICES USING REASONABLE SKILL AND CARE.

d. DISCLAIMER OF WARRANTIES. THE FOREGOING WARRANTIES DO NOT APPLY, AND CONTRACTOR STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY DATA OR THIRD- PARTY SOFTWARE, OR FOR ANY MODIFICATIONS OR CUSTOMIZATIONS THE STATE MAKES TO CONTRACTOR'S PRODUCTS OR SERVICES. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN SECTIONS 8(A), (B), and (C) HEREIN, CONTRACTOR'S SERVICES ARE PROVIDED "AS IS", AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN ENTERING THE CONTRACT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR CONTRACT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THE CONTRACT. UNLESS OTHERWISE EXPRESSLY STATED IN THE CONTRACT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CONTRACTOR DOES NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED, AND CONTRACTOR WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. CONTRACTOR DOES NOT WARRANT THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE.

e. NO ADVICE. CONTRACTOR IS NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING THE STATE TO ACCESS AND USE CONTRACTOR'S SERVICES, DOCUMENTATION OR DATA. SOME INFORMATION MAY CONTAIN THE OPINIONS OF THIRD PARTIES, AND CONTRACTOR IS NOT RESPONSIBLE FOR THESE OPINIONS. THE STATE'S DECISIONS MADE IN RELIANCE ON THE SERVICES, DOCUMENTATION OR THE STATE'S INTERPRETATIONS OF CONTRACTOR DATA ARE THE STATE'S OWN FOR WHICH THE STATE HAS FULL RESPONSIBILITY. CONTRACTOR IS NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY THE STATE OR ANYONE ACCESSING THE SERVICES THROUGH THE STATE MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. THE STATE AGREES THAT THE STATE USES THE SERVICES AT ITS OWN RISK IN THESE RESPECTS. THE STATE IS SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE SERVICES.

9. Cooperative Purchasing Venture (CPV) Members.

The Contract will be available to all CPV members. Minn. Stat. § 16C.03, subd. 10 authorizes the State, acting through its Office of State Procurement, to enter into purchasing agreements with one or more governmental units and other

entities allowable by law, as described in Minn. Stat. § 471.59, subd. 1, to exercise jointly the purchasing powers and functions each has individually. This authority is referred to as the Cooperative Purchasing Venture program. For more information, see State website <https://mn.gov/admin/osp/>.

The Contractor agrees to extend the Contract to CPV members, which are Minnesota state or local governmental entities, at the same prices, terms, conditions, and specifications. With the approval of the Contractor, such a CPV member, may, upon Contractor's prior written approval, add additional terms to its ordering document applicable to the CPV member's purchasing activities. Such additional terms shall not modify, diminish, or derogate the terms applicable of the Contract.

10. Risk of Loss.

Print and CD-ROM products are shipped F.O.B. origin.

11. Purchase Orders.

The parties agree that there is no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the Contract. The Purchase Order number must appear on all documents (e.g., invoices, packing slips, etc.).

12. Adding a Product Line.

Contractor may request to add a new a Product Line to the Contract. This requires the approval of the State and a duly executed amendment to the Contract. Such approval shall be at the State's sole discretion.

13. Subcontracting.

This Contract may not be subcontracted in whole or in part.

14. Data Disclosure.

Contractor shall comply with applicable provisions of Minn. Stat. § 270C.65, subd. 3.

15. Government Data Practices.

The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

16. Assignment of Antitrust Rights.

Upon the request of the State of Minnesota, Contractor will irrevocably assign to State any state or federal antitrust claim or cause of action that the Contractor now has or which may accrue to the Contractor in the future, in connection with any goods, services, or combination provided by Contractor under the terms of this Contract.

17. Survivability of Orders.

In the event the term of any order or Professional/Technical Services work order ("Order") placed under this Contract extends past the termination or expiration of this Contract, the terms and conditions of this Contract shall remain in full force and effect as it applies to such order and will continue in effect for such order until the term of that order expires or the order is cancelled or terminated in accordance with the terms of this Contract.

18. Contractor's Documents.

As relates to the State, any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the State. Any such agreement or document must not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Contract or afforded to the State by Minnesota law. A State employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the State's concurrence or acceptance of terms, if such terms are in conflict with this section. However, if the State allows any third-party to use any Subscription Service from Contractor under this Contract (an "Invited Party"), then any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is applicable to and agreed to by the Invited Party.

19. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the date of expiration or termination of this Contract.

20. Usage Reports.

Contractor must track and report to the State usage data on this Contract (Usage Reports). Usage Reports should be sent via email to osp.usagereports@state.mn.us. A Usage Report must identify the State Contract Number and provide the following information the total amount of spend under the Contract by the State and other entities.

Contractor must send an annual Usage Report, or as otherwise requested. An annual usage report is due within thirty days of the Contract execution anniversary date. A requested Usage Report is due within thirty days from when the request was made. Contractor must provide the State with a final Usage Report within 30 calendar days of the expiration or termination of the Contract. Failure to provide a Usage Report may result in the State cancelling the Contract. This term survives the expiration or termination of the Contract.

21. Diverse Spend Reporting.

If the total value of the Contract may exceed \$500,000, including all extension options, Contractor must report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to Contractor's overall revenue). When this applies, Contractor will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Contract is in effect. If this data is not available, Contractor will report \$0.00.

22. Publicity and Endorsement.

22.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

22.2 Endorsement. The Contractor must not claim that the State endorses its products or services.

23. Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions.

Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, the State, or any of the State's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

24. Contingency Fees Prohibited.

Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

25. Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).

If the value of this Contract, including all extensions, is \$50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

26. Non-discrimination (in accordance with Minn. Stat. § 181.59).

The Contractor will comply with the provisions of Minn. Stat. § 181.59.

27. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State.

28. Affirmative Action Requirements

The State intends to carry out its responsibility for requiring affirmative action by its contractors.

28.1 Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the Contractor employed 40 or more full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.

28.2 General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

28.3 Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

28.3.1 The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

28.3.2 The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

28.3.3 In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

28.3.4 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

28.3.5 The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

28.4 Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.

28.5 Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

29. Equal Pay Certification.

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the State may require Contractor to verify its exempt status.

30. Professional/Technical (P/T) Services Ancillary to Goods or General Services.

For state agencies, Professional/Technical (P/T) Services must be related to the goods or services purchased from this Contract and is limited to \$50,000 per project. Based on the size, scope and complexity of a project, the State's Authorized Representative may approve dollar limits exceeding \$50,000 per project. This may require a separate work order contract defining the PT scope of work.

If required by Minn. Stat. 16C.08, Subd. 2 (10), ten percent (10%) of the cost of each P/T deliverable will be withheld by the State. The retainage will be held by the State until the P/T deliverable has been reviewed by the head of the agency entering into the Contract and the head of the agency has certified that the Contractor has satisfactorily fulfilled the terms of the Contract.

31. IT Accessibility Standard.

Contractor acknowledges and is fully aware that the State of Minnesota (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at: <https://mn.gov/mnit/government/policies/accessibility/>.

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. Contractor is compliant in accordance with the VPATs as incorporated by Exhibit F. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor endeavors to provide functionality in support of the accessibility Standard. If any issues arise due to nonconformance with the above-mentioned accessibility Standard, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

Contractor warrants that its Products comply with the above-mentioned accessibility Standard in accordance with the VPATs, as incorporated by Exhibit F, and agrees to indemnify, defend, and hold harmless the State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standard as agreed by the parties.

32. Survival of Terms.

The following clauses survive the expiration or cancellation of this Contract: Indemnification; State Audits; Government Data Practices; Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that expressly states or by its nature shall survive, shall survive.

Exhibit B: Insurance Requirements

1. Notice to Contractor.

- 1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.
- 1.2 The Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract.
- 1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.
- 1.4 The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. In the event of a claim, all insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's Authorized Representative upon written request.

2. Notice to Insurer.

- 2.1 The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.
- 2.2 Insurance certificate holder should be addressed as follows:

State of Minnesota
50 Sherburne Avenue, Room 112
St. Paul, MN 55155

3. Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:

- 3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.
- 3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State;
- 3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- 3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- 3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.
- 3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.

3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

4. Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

4.1 Commercial General Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence
 \$2,000,000 – annual aggregate
 \$2,000,000 – annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable, please list _____
- **State of Minnesota named as an Additional Insured**, to the extent permitted by law

4.2 Workers' Compensation Insurance. Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee
 \$500,000 – Bodily Injury by Disease aggregate
 \$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

4.3 Professional Liability, Errors, and Omissions. This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract. Insurance **minimum** limits are as follows:

\$2,000,000 - per claim or event
 \$2,000,000 - annual aggregate

Any deductible will be the sole responsibility of the Contractor .

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

4.4 Network Security and Privacy Liability Insurance (or equivalent). [Include this insurance requirement when there are technology-related risks (e.g., software licenses, subscription services, maintenance and support services). Also, use when Contractor has access to not public data on state's network or on Contractor's network.] The coverage may be endorsed on another form of liability coverage or written on a standalone policy. Contractor shall maintain insurance to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

\$2,000,000 per occurrence
\$2,000,000 annual aggregate

The following coverage shall be included: State of Minnesota named as an Additional Insured unless the coverage is written under a Professional Liability policy.

Exhibit C: Specifications, Duties, and Scope of Work

1. Category 1: Legal Research Subscription Services for Incarcerated Persons

1.1 Definitions.

1.1.1 Administrative User: A staff member with full access to all features and functionalities of the Subscription Service, and

1.1.2 Limited User: An incarcerated person (IP) with limited access that is restricted to specific resources and functionalities included with the Subscription Service.

1.1.3 Subscription Service: The legal research service, additional features, and any administrative features and functionalities that make up what the responder is offering the as part of the responder's proposal.

1.2 Current Minnesota Department of Corrections Facility Libraries

1.2.1 There are eight different facility library locations, listed below. Contractor agrees that the Subscription Service will be made available on at least 51 designated law library computers for IPs to use, upon request by the State.

- MCF-FARIBAULT
1101 Linden Lane
Faribault, MN 55021-6400
- MCF-LINO LAKES
7525 Fourth Avenue
Lino Lakes, MN 55014
- MCF-OAK PARK HEIGHTS
5329 Osgood Avenue North
Stillwater, MN 55082-1117
- MCF-RUSH CITY
7600 525th Street
Rush City, MN 55069
- MCF-ST. CLOUD
2305 MN Blvd. SE
St. Cloud, MN 56304-2424
- MCF-SHAKOPEE
1010 West Sixth Avenue
Shakopee, MN 55379
- MCF-STILLWATER
970 Pickett Street North
Bayport, MN 55003

- MCF- MOOSE LAKE
1000 Lake Shore Drive
Moose Lake, MN 55767

1.3 Solution Resource Content. The Subscription Service must provide access to the following legal resources:

- U.S. Supreme Court Cases,
- United States Code Service, including annotations and archives,
- Minnesota State and Federal Rules of Court, including archives,
- United States Constitution,
- Minnesota Supreme Court Cases from 1861,
- Minnesota Court of Appeals Cases from 1983,
- Minnesota Annotated Statutes, including archives,
- Minnesota Annotated Constitution,
- Minnesota Civil Practice,
- Ballantine's Law Dictionary, and
- Constitutional Rights of Prisoners

1.4 User Access Levels

1.4.1 The Subscription Service must support the following two user access levels:

- Administrative User, and
- Limited User.

1.4.2 Limited Users must be able to access all resources listed in Section 1.3.1, above.

1.5 Login Mechanism

1.5.1 Subscription Service must allow an Administrative User to log into their own, individual account.

1.5.2 Subscription Service must grant automatic access to Limited Users, without requiring any login information to be input, when such Limited Users uses a designated law library research computer.

1.5.3 The Subscription Service must be accessible via a DOC specific website with single domain that is only accessible to the DOC on the IP network.

1.6 Technical/System Requirements.

1.6.1 The Subscription Service must be hosted (online). The current desktop specifications are found at [System requirements](https://www.thomsonreuters.com/en-us/help/westlaw-classic/setup/system-requirements) (<https://www.thomsonreuters.com/en-us/help/westlaw-classic/setup/system-requirements>).

1.6.2 The Subscription Service must be compatible with both Microsoft Edge and Google Chrome.

1.6.3 The Subscription Service must be compatible with Adobe Acrobat for PDF.

1.6.4 Supportability

1.6.4.1 Compatibility: Westlaw Correctional is designed to function optimally on operating systems and browsers that are currently receiving official support and updates from their respective vendors. Contractor shall strive to maintain compatibility with the latest versions of major operating systems and browsers.

1.6.4.2 End-of-Life Systems and Browsers: Contractor cannot guarantee the proper functioning of our product on operating systems or browsers that have reached their end-of-life (EOL) and are no longer receiving official support or security updates. Continued use of our product on EOL systems or browsers may result in degraded performance, security vulnerabilities, or complete incompatibility.

1.6.4.3 Updates and Upgrades: From time to time, Contractor may release updates or upgrades to our product that require specific operating system or browser versions for optimal performance and security. Ordering Entities should keep their systems and browsers up to date to ensure the best possible experience with our product.

1.6.4.4 Ordering Entity Responsibility: It is the Ordering Entity's responsibility to ensure that their operating system and browser are compatible with Contractor product and to maintain their systems and browsers in a secure and up-to-date manner. Contractor is not liable for any issues or damages arising from the use of Contractor Subscription Service on unsupported or EOL systems or browsers.

1.6.4.5 Support and Assistance: Contractor provides support and assistance to users encountering difficulties with Contractor Subscription Services on supported operating systems and browsers. However, Contractor may be limited in Contractor's ability to provide support for issues arising from the use of unsupported or EOL systems or browsers.

1.7 Security and Legal Compliance

1.7.1 The Subscription Service(s) must block access to unauthorized internet websites and content (Incarcerated Persons/FQDN isolation that can limit what user can see and where they can navigate to).

1.7.1.1 Contractor agrees that external document links and features within the Subscription Service(s) shall be blocked.

1.7.1.2 It is the facility's responsibility to prevent access from outside the facility's firewall. In addition, it is the facility's responsibility to control network access to the internet or internal sites of the Subscription Service(s) and to design, configure, and implement the facility's firewall, proxy servers, and desktop security.

1.7.2 The Subscription Service(s) must not allow access to email, messaging, or an outside search.

1.7.3 The Subscription Service(s) must go through a MNIT security review to ensure compliance with State security requirements.

1.7.4 Contractor agrees that the Subscription Service(s) may be reviewed by the DOC to ensure it provides the content required by *Bounds v. Smith*, 430 U.S. 813 (1977).

1.7.5 Contractor agrees to provide a test/staging environment for the reviews noted in Sections 1.7.3 and 1.7.4.

1.8 Search and Filter Capabilities

1.8.1 The Subscription Service(s) must provide a content search page for a user to browse and access specific research areas, such as statutes and Minnesota case law, that are contained in the internal limited access site.

1.8.2 The Subscription Services(s) must allow all users to conduct comprehensive searches across all resources listed in Section 1.3.1, above.

1.8.3 The Subscription Service(s) must provide a global search, or search all, feature that allows a user to perform search via the following:

- A text-based search using terms and connectors across all subscribed databases, and
- Document segment/field names (Ex. Party name, court, date, number, citation, history, disposition, core terms, summary, headnotes, overview, outcomes, attorney name, judges, written by, opinion, concurrence by, dissent by, dissent).

1.8.4 The Subscription Service(s) must provide a search that allows the user to search the table of contents and/or a list of all documents available. Note that this is intentionally separate from a global search. The intent is to be able to see and search the table of contents, at a glance, like one could in reviewing the table of contents at the start of a paper/pdf version.

1.8.5 The Subscription Service(s) must allow Administrative Users to disable or control autofill features in search queries to prevent unauthorized access or misuse of search functionalities.

1.8.5.1 Safeguards are incorporated into the Subscription Service(s), which include:

- Dedicated website address that is unique to each customer,
- No password required - access available only on designated terminals via transparent authentication,
- External links removed or disabled,
- No print, download, or email capabilities, or print on request, and
- Multiple, overlapping layers of control to ensure that only content included in the subscription plan is available.

1.8.6 The Subscription Service(s) must allow users to apply date-range filters to results. For example, a user could limit results to the last two years to focus on recent, or more relevant case law.

1.9 Citation History and Usage Feature

1.9.1 The Subscription Service(s) includes, KeyCite, which will provide the following:

- Evaluate the standing and citation history of specific case law,
- Provide the usage frequency of that case through Citing References, and
- Indicate the strength of the case law.

1.9.2 The Subscription Service(s) should identify unpublished cases and inform user that these cases may not be suitable for citation in legal arguments.

1.10 User Guide and Training. Contractor shall provide the following:

1.10.1 User guides geared towards non-lawyers.

1.10.2 User guides created specifically for Minnesota Limited Users.

1.10.3 Training for staff, as needed.

1.10.4 User guides and training is provided at no additional charge.

1.11 Document Layout and Printing

1.11.1 All printable documents are in pdf format.

1.11.2 User is able to see the number of pages that will be printed.

1.11.3 The Subscription Service(s) offers an option to view and print entire chapters or sections of statutes as a single document for easier navigation and reading.

1.11.4 User is able to access the table of contents for a chapter and is able to select multiple sections to print together as a single document.

1.11.5 The Subscription Service(s) allows users to view and read entire titles or chapters of complex documents, such as the US code, without having to navigate and open individual sections.

1.11.6 User is able to search within documents.

1.12 Service and Support

1.12.1 Service Level Agreement (SLA). Contractor will respond within one business day of reporting an issue with the Subscription Service(s).

1.12.2 Contractor will provide the State with a dedicated customer support resource that has direct contact information. Contractor will provide the State this information within 7 calendar days from the effective date of the Contract.

2. Category 2: General Legal Research and Investigative Subscription Services

2.1 Definitions.

2.1.1 Administrator: Anyone who will have additional authorizations for the Service or who can manage other Authorized User accounts for the Ordering Entity.

2.1.2 Ordering Entity: Any individual State of Minnesota agency or member of the Minnesota Cooperative Purchasing Venture (CPV) program that has access to Contractor's Services and can use the Services. The State anticipates that an Ordering Entity may place the order with the Contract for Service to be provided to several Authorized Users.

2.1.3 Subscription Service: The legal research and/ or investigative subscription services, additional features, and any administrative systems that make up what the responder is offering the as part of the responder's proposal.

2.1.4 User: A person who will use the Service and who is provided access to use the Service by the Contractor.

2.2 General.

2.2.1 The Contractor must be an original publisher, authorized distributor, or dealer authorized by the publisher with service capabilities for the Services included in this solicitation.

2.2.2 All Services proposed must be the publisher's current production.

2.2.3 The Contractor must provide all of the features that are included in its standard system software to the Users at no additional charge.

2.2.4 The Contractor must notify the State's Authorized Representative of all content, tools, and functionality added or deleted from any Service changes within 30 calendar days of its addition or deletion.

2.2.4.1 Contractor will provide specific notice of material change.

2.2.5 Agreements and/ or ordering documents necessary to use the Service under the Contract must be approved, in writing, by the State.

2.3 Core Legal Content and Investigative Tools. Contractor shall provide Subscription Services in the following categories:

2.3.1 Minnesota Primary Sources. Access to legal research content (text and annotated) from the federal level and from the State of Minnesota, including the following:

- Administrative regulations
- Attorney general opinions
- Codes
- Court rules
- Legislative material
- Registers
- Statutes
- Annotated Minnesota Statutes
- Secondary Sources

2.3.2 National Primary Sources. Access to legal research content (text and annotated) from the federal level and from all 50 states (where available) including the following:

- Administrative regulations
- Attorney general opinions
- Codes
- Court rules
- Legislative material
- Registers
- Statutes
- Secondary Sources

2.3.3 Minnesota Case Law. Access to legal research content from the federal level and from the State of Minnesota, including the following:

- Administrative decisions
- Case law
- Secondary Sources

2.3.4 National Case Law. Access to legal research content from the federal level and from all 50 states (where available), including the following:

- Administrative decisions
- Case law
- Secondary Sources

2.3.5 Court Filings and Related Material.

- Basic Minnesota. Access to federal and Minnesota dockets, briefs, and court filings at the appellate and Supreme Court levels.
- Basic National. Access to federal and all state dockets, briefs, and court filings at the appellate and Supreme Court levels.
- Expanded Minnesota. Access to federal and Minnesota dockets, briefs, and court filings at the trial, appellate, and Supreme Court levels, upon purchase of custom package under Option 7A.
- Expanded National. Access to federal and state dockets, briefs, and court filings at the trial, appellate, and Supreme Court levels, upon purchase of custom package under Option 7A.

2.3.6 Secondary Sources. Access to legal reference tools and news information that include all of the following categories:

- Law reviews/journals/bar journals
- Legal encyclopedias
- Legal dictionary
- Restatement of law
- Treatises/practice guides/handbooks
- Other topical resources, such as topical practice materials and CLE resources
- Newspapers and newspaper archives
- Magazines and other periodicals

2.3.7 Public Records. Access to public records made available by the federal government and all 50 states.

2.3.8 Investigative Tools.

2.3.8.1 Tools that provide access to records that include, but are not limited to, government records that can be used by law enforcement.

2.3.8.2 Contractor agrees to provide CLEAR to help investigators find data to build a comprehensive picture of a subject, witness, or business. CLEAR provides access to a variety of data, including, but not limited to, credit header information, phone records, motor vehicle registration data.

2.3.9 Audit and Accounting Reference and Research.

2.3.9.1 Contractor agrees to provide Checkpoint for audit and/ or accounting reference or research material that could be used by an auditor.

2.3.10 Print Products. Users can purchase of eligible new print titles, maintain their existing print purchases, and eligible print programs.

2.3.10.1 This option provides authorized Ordering Entities a discount off retail pricing for the purchase of eligible new print titles, and eligible print programs. Ordering Entities should work with their local West representative at the time of purchase to request the discount.

2.3.10.1.1 Ordering Entities may receive a minimum of a 10% discount off retail rates for the one-time purchase of eligible new print titles

2.3.10.1.2 Ordering Entities that purchase eligible new print titles on subscription may receive a 10% discount at the time of the initial purchase, followed by a discount when the titles are updated and new versions are released.

2.3.10.1.3 Agencies may be eligible for additional discounting based on a multi-year commitment. These additional discounts/print programs can provide significant savings by locking in lower annual price increases as well as predictable billing for ease in budgeting. Ordering Entities should contact their local West representative for more information.

2.3.11 Legal/ Business Management Software. A tool that could include the following features: document automation, task assignment, ability to store data, and/or document management.

2.3.11.1 HighQ.

2.3.11.1.1 An intelligent legal operations hub, designed for government legal departments to manage documents and matters, collaborate internally and with outside counsel, and automate workflows. HighQ is cloud-based, quick to deploy, and end-user friendly.

2.3.11.1.2 HighQ offers the following functionalities:

- Intake and Matter Management
- Document Management
- Contract Management
- Public Record Request Management
- Document Automation
- Incident and Complaint Management

2.3.11.1.3 HighQ is a configurable solution, that allows Users to modify and expand the use of the platform as their needs evolve.

2.3.11.2 Case Center.

2.3.11.2.1 Provides judges, attorneys, and other case parties a digital platform to share, review, and present exhibits and evidence for on-site, hybrid, and remote hearings.

2.3.11.2.2 Case Center offers the following functionalities:

- Ability to upload evidence and exhibits into organized folders,
- Ability to upload evidence and exhibits via a variety of devices that include but are not limited to, mobile phones and tablets,
- Productivity tools that allow case parties to search, bookmark, annotate, and mark-up exhibits,
- Case material control,
- Ability to easily upload standard and proprietary file types,
- Powerful search tools, centralized case index, and secure access,
- Document review and multimedia playback in-system,
- Redaction suite, and
- Witness view.

2.3.12 Custom Packages. Contractor may, at the request of a User, propose a customized package of Service to meet the unique needs of the User if the content is already approved for sale under this Contract, and if the cost of the content within the customized package does not exceed the cost of the content if provided separately under this Contract. For all customized packages proposed under the terms of the Contract, Contractor must provide notice to the State's Authorized Representative and a copy of the agreement upon request in order to ensure compliance with Contract terms.

2.4 Citation Service and Related Material.

2.4.1 Citation Service. The State considers the citation service to cover the following: what cases or statutes your case cites, what cases cite your cases or statutes, and if a later case or statute has superseded the law in your case.

2.4.1.1 Contractor must provide citation service for all legal research content. The Contractor must provide the most current version of its automatic citation service.

2.4.1.2 Contractor must update the citation service when newer versions are released, at no additional charge.

2.4.2 Contractor's citation service shall have the following features or capabilities:

2.4.2.1 Produce complete and comprehensive citation checking results for all published cases, regardless of the number of hits returned.

2.4.2.2 Allows the User to modify results based on circuit.

2.4.2.3 Able to produce a table of authorities for all citations located within a document.

2.4.2.4 Shows negative treatment of a case or statute.

2.4.2.5 Outlines the history of a case or statute.

2.4.2.6 Includes citing references.

2.4.2.7 Such citing references are cross linked to go to the paragraph and not just to the page where the reference is located.

2.4.2.8 Such cross-linked references include references to a neutral citation, with pinpoint paragraph numbers adopted by the individual courts.

2.4.2.9 Content item shows headnotes and/ or key number topics (or similar) to assist a User in finding related materials.

2.4.2.10 Content item includes Notes of Decisions, Notes to Decisions, or similar.

2.4.2.11 User has the ability to view links to other related materials, such as library references and law review and journal commentaries.

2.5 Access or Content Blocked.

2.5.1 Access blocked. Contractor's system must block access to content or tools that are not included in the Services that the User is subscribed to or if additional charges will occur if the content or tools are accessed but are not included in the Services that the User is subscribed to. If the Contractor or Contractor's system is unable to block excluded databases/content, the User will not be charged for out-of-contract use of those databases.

2.5.2 User must have the ability to lock out or block content that is part of a Subscription Service that the User is subscribed to, at no additional charge.

2.5.2.1 Under Westlaw, Users will have unlimited access to content to which they are subscribed. Content may be blocked on a per User basis, upon request by the Ordering Entity and upon working with their dedicated account representative.

2.5.2.2 Under CLEAR, CLEAR Admin, which is a feature within CLEAR, allows the User's CLEAR administrator to control the dashboard modules and report sections within their subscription that can be accessed by end users.

2.5.3 Lock-out capabilities (the capability to not allow someone access to certain software or area within a particular software program).

2.5.3.1 Libraries, features, and services on Westlaw that are not included in the proposed content to the Ordering Entity will be excluded from our offer. For this excluded content, Contractor shall offer the agency two options:

2.5.3.1.1 Total Block—The Service can restrict or "block" access to excluded libraries, features, and services for an agency's Users. Under this option, no additional charges would be incurred because Users are prevented from accessing excluded libraries, features, and services. If Users attempt to access an excluded library, feature, or service, they will receive a message similar to the following:

"Your request to access [library name] cannot be processed because use of this library is not authorized under your subscription agreement."

2.5.3.1.2 Warning Screens—The Service can provide access to excluded libraries, features, and services to an agency's Users after first presenting Users with a warning screen. Before Users access a library that is outside of the agency's subscription agreement, the Users will be automatically warned that charges will be incurred for use of that library. They will receive a message similar to the following:

"Notice: [Library name] is not included in your current plan. If you access [library name], you will incur an additional charge."

2.5.3.2 If the Ordering Entity chooses to allow Users to access excluded libraries, features, and services, access to and usage of the excluded libraries, features, and services will be billed separately to the Ordering Entity at the applicable hourly/transactional rates according to Exhibit D.

2.5.3.3 CLEAR Administration Settings:

2.5.3.3.1 Search Modules: Allows the Administrator to select which investigative modules are displayed and the display order of the investigative modules that appear in the Dashboard for accounts and users. These modules are available for person and business searches.

2.5.3.3.2 Reports: Allows the Administrator to customize options for available reports for accounts and users. In addition, the Administrator can create customized report templates and save them.

2.5.3.4 Contractor can also block access to certain content and features within CLEAR by applying feature access controls (FACs) to accounts and individuals.

2.6 Available Subscription Service Features. Contractor shall provide the following features and capabilities with its Service:

2.6.1 User able to download material, at no additional charge.

2.6.2 User able to print material, at no additional charge.

2.6.3 User able to email material, at no additional charge.

2.6.4 Subscription Service(s) includes password protection to prevent unauthorized access.

2.6.5 User is able to manage passwords online.

2.6.6 Automatic logoff features that provide the option to leave a connection intact or automatically terminate a connection after a certain amount of time has elapsed, at the User's option.

2.6.7 Automatic logoff feature, referenced in Section 2.6.6, is able to be configured by each Ordering Entity or Administrator.

2.6.7.1 Westlaw: Auto-logoff account wide and default is 90 minutes. Please see your dedicated account representative for assistance.

2.6.7.2 CLEAR: CLEAR has a 30-minute auto log-off by default. Customers can work with Customer Service to extend or lower the default for their account.

2.6.8 Ordering Entities have the ability to track research sessions for up to one year and based on User settings (traditional, hourly, client ID, etc.).

2.6.9 Users have the ability to save research sessions/trails according to the following timelines:

2.6.9.1 Westlaw maintains session records/trails for up to one year.

2.6.9.2 CLEAR search history is available during the session and erased upon log-off. Session Summaries can be exported as Word or PDF prior to log-off.

2.6.10 Cross-link references. Under Westlaw, database organization and operation allows references cross-linked to go to the paragraph, not just to the page, where the reference is located. Note that this is not applicable to CLEAR.

2.6.11 Users have the option to create a practice/focus page of frequently used databases on a sustained page, such as User/office home page. For CLEAR, Users can customize which search functions are available from the CLEAR home page.

2.6.12 Under Westlaw, materials that are displayed are accurately based on the official source document, including case captioning and proper pagination. To the extent possible, the Service should enable Users to verify the accurate pagination of all text throughout the materials, including all text within footnotes. Hyper-linking within text of all content should also be accurate. This feature is not applicable to CLEAR, however CLEAR does provide source details for each data point, so users can retrieve source documentation.

2.7 Search Features and Results.

2.7.1 System must provide a search feature.

2.8 Available Search Features. Contractor shall provide the following features and capabilities with its Subscription Service(s):

2.8.1 Search results guide the User to similar sources. For example: “more cases” or “like this” feature.

2.8.2 Search yields results considered to be comprehensive and exhaustive from all available information. Under CLEAR, comprehensive search results are available in Person Search, Business Search, and Search All.

2.8.3 User is able to execute specialized searches on “key” fields such as name of parties, dates, judges, and citations.

2.8.4 User able to execute search on topical areas of interest. Under CLEAR, User can search within specific content sets, such as motor vehicle search or real property search.

2.8.5 User able to execute search using the exact phrase so that the User has the ability to search for terms of art or other phrases without interference of noise words. For example, a search of the phrase “search and seizure” delivers results with these exact words in the exact same sequence within a sentence. Under CLEAR, this is applicable to Adverse Media and search filtering functionalities.

2.8.6 Westlaw User able to search using natural language.

2.8.7 User able to search using Boolean logic.

2.8.8 User able to search using Boolean connectors, or alternative connectors search. This will allow the User to find variations of key terms or allow the User to specify the relationship(s) between the terms.

2.8.8.1 CLEAR User shall be able to use OR, AND, NOT, and the Question mark (?) and Asterisk (*) Wildcard operators.

2.8.9 User able to search using expanded terms or universal characters. For example, a search for approv! will return all variations on approve, and a search on know will return matches for know and knew).

2.8.9.1 CLEAR User shall be able to use the Question mark (?) and Asterisk (*) Wildcard operators.

2.8.10 User able to search multiple databases at the same time.

2.9 Subscription Service Access and Availability.

2.9.1 The User must be able to access the Subscription Service(s) 24x7x365, with reasonable periods of downtime excepted.

2.9.2 Subscription Service(s) must be available via Internet Protocol (IP).

2.9.3 Subscription Service(s) must be browser agnostic.

2.9.3.1 The Subscription Service(s) should be accessible via any internet connection that the User has available and both Westlaw and CLEAR allow materials to be downloaded, emailed, or otherwise delivered to allow for offline viewing. For Westlaw, the iPad application has an offline folder which users can add materials to prior to working in an area of low or limited internet resources. Please note: Westlaw and CLEAR are online services. Poor internet connection may affect response times.

2.9.4 The minimum required system requirements or recommendations necessary to access Westlaw are as follows:

Operating Systems	Internet Browsers	Other Requirements
- Windows 10 and Windows 11 - Mac OS 10.5 or later	- Chrome current version - Safari current version - Mozilla Firefox current version or Extended Support Release version - Microsoft Edge current version	1024x768 or higher screen resolution recommended - Adobe Acrobat Reader 9.0 or later (some print functionality is lost with older versions)
Mobile Apps		
iPhone: iPhone (iOS 15.4 or later, iPhone 6s or later)	iPad: iPad (iOS 15.4 or later, iPad 5th generation or later)	Android: Android (10 or later)

2.9.5 The minimum required hardware, software, and system requirements necessary to access CLEAR are as follows:

2.9.5.1 Computer with a mouse and a color display or a tablet or mobile phone with a touchscreen

2.9.5.2 Internet connection

2.9.5.3 Most recent version of Chrome, Edge, or Firefox

2.9.6 Service must be accessible via a desktop or laptop computer.

2.9.6.1 Both Westlaw and CLEAR may be accessed via a desktop or laptop computer or mobile device.

2.9.6.2 Westlaw may be accessed via a mobile application.

2.9.6.2.1 Westlaw Android App is free to download, although a Westlaw subscription will be required to sign in. Just like Westlaw Mobile, the Android App allows users to access all core Westlaw content, as well as News and Sample Agreements.

2.9.6.2.2 Differences Between Westlaw Mobile and Westlaw Android App:

- There is a splash screen that users will see when they access the app.
- There is a navigation tool bar, allowing app users to go back and forward. This toolbar is at the top of screen on phones and the bottom of the screen on tablets.
- PDF links are available in the app that allow users to open PDFs in their device's PDF application.
- Public Records are not accessible through the app.

2.9.6.2.3 The Westlaw iPad app is also free to download and a Westlaw subscription is also required.

2.9.6.2.4 Differences Between Westlaw Mobile and Westlaw Android App:

- This list is not intended to be exhaustive. Westlaw pricing while using the app will be transactional only. Hourly pricing is not available when using the iPad app.
- Home, History, and Folders are in a menu screen accessed from the hamburger menu icon in the upper left next to the search bar.
- Instead of a Search button next to the Search bar, iPad users will run a search by tapping the Search button on the keyboard after typing their query.
- The Westlaw logo will not return an iPad user to the home screen. The Home button accessed from the hamburger menu in the upper left will return users to the home page for Westlaw.
- The Client ID can only be changed from Settings -- accessed from the hamburger menu in the upper left of the app next to the Search bar.
- Browse is organized initially by content type only. Within each content type, you can further browse by jurisdiction or topic.
- Key Number System is available under Tools & Resources under Cases Content Page instead of on a Tools Tab.
- You cannot create or update a OnePass account within the iPad app. Users will need to have a pre-established OnePass username and password to use the app. Note that you can access onepass.westlaw.com using the Safari app on the iPad to administer a OnePass account.

- The offline delivery options available are email and print (if Air Printer is available).
- An Offline Folder is available for viewing documents when away from an internet connection.
- KeyNumbers will always be collapsed when displayed on a case and cannot be expanded.
- Notes of Decisions are available by tapping the KeyCite button, even though they are not part of KeyCite.
- The Business Law Center (BLC) is not accessible through the app.
- Public Records are not accessible through the app but are available in Safari.
- Ability to create an Alert is not available on the app, but alerts can be viewed, deleted, paused, resumed, and filtered.

2.9.6.2.5 The following features are NOT included in the Westlaw iPad App:

- Advanced Search Template
- Detail option to change the amount of text on the result list
- Related Documents
- Selected Topics suggestions
- Subscriber Pricing Guide
- My Content
- Help Files
- Live Chat
- Table of Contents links from documents
- Graphical KeyCite
- Save to Folder ability on the Result list
- No drag and drop capability
- Folder searching

2.9.6.2.6 CLEAR: CLEAR can only be accessed online as there is currently no mobile application available. However, you can sign in to CLEAR using your mobile device through the website.

2.9.7 Customizable log on and home page/ main service landing page.

2.9.7.1 Westlaw: Users can customize their Westlaw home page. Ordering Entities can set up a Single Sign On (SSO) using West provided instructions.

2.9.7.2 CLEAR: Users can customize the main service landing page.

2.9.8 Multiple Users from a single Ordering Entity must be able to access the Service simultaneously. The Contractor shall not impose any limit to the number of simultaneous Users, nor limit in any manner the amount of access time.

2.9.9 No internet “pop-ups” or advertisements of any kind must be displayed during all online research sessions.

2.9.10 Contractor is not aware of any known compatibility issues or limitations between Subscription Service and anti-virus or anti-spam software.

2.10 Customer Service and Technical Assistance.

2.10.1 Contact Methods. Channels which a User may utilize to contact technical support staff for help with the Service include the following: phone, email, and chat.

2.10.2 Hours of Availability.

2.10.2.1 Westlaw technical support shall be available 24 hours a day, 7 days a week, 365 days a year, at no additional charge.

2.10.2.2 CLEAR Billing and account maintenance shall be available Monday through Friday from 7:00 am to 8:00 pm Central Standard Time (CST).

2.10.3 Technical assistance for User shall be provided by a team of highly trained professionals dedicated to quality customer support, customer advocacy, and product improvement. The technical support experts shall help with the following:

- Answer questions pertaining to product technical issues and access.
- Document comments and suggestions regarding product enhancements.
- Provide other technical or administrative information regarding Westlaw.

2.10.3.1 Technical support representatives are accessible by phone or email: 1.800.WESTLAW (1.800.937.8529) or via email at techsupport@thomsonreuters.com for both Westlaw and CLEAR.

2.10.4 Customer Service.

2.10.4.1 Customer service shall be available Monday-Friday 7am-7pm, central time.

2.10.4.2 Contractor's customer service personnel shall assist with account service needs, including but not limited to billing, invoicing, cash applications, subscription questions, user maintenance, print reshipments, and prepayments.

2.10.4.3 Contractor's Customer service shall be accessible via phone or email: 1-800-325-5325 or statesupport@tr.com.

2.11 System Maintenance and Notifications.

2.11.1 Maintenance notifications:

2.11.1.1 For Westlaw: Banners will be displayed on the homepage.

2.11.1.2 For CLEAR: in-app notifications or displayed banners ahead of planned maintenance.

2.11.2 Unplanned outage notifications shall be delivered via the application site and/or via Thomson Reuters Client Managers.

2.11.3 Planned outage notifications shall be published via the application site directly and may also be communicated by the User's Thomson Reuters Client Manager.

2.12 Training.

2.12.1 Contractor shall offer training to Ordering Entities.

2.12.2 The training topics available to be covered shall include the following:

- Accessing the website
- Becoming familiar with the available databases, record collections, and resources
- Conducting simple searches
- Conducting subsequent searches within search results
- Conducting complex searches
- Boolean logic
- Nested searches
- Wild card searches
- Constructing an efficient search
- Saving searches that can be rerun in the future
- Printing search results
- Downloading search results to the User's computer
- Using the online help, if available
- Using online tutorial(s), if available
- Setting up new accounts
- Creating, assigning, and terminating User IDs
- Managing passwords

2.12.3 Available training methods shall include the following: on-demand, self-paced online training videos, recorded and live webinars, custom live web-based trainings and periodic on-site trainings, as needed.

2.12.4 Service Guides. Contractor shall provide the following service guides, including hardcopy versions, at no additional cost, upon request by the User.

2.12.4.1 Westlaw: Thomson Reuters Westlaw how-to guides that covers an array of topics, including Getting Started, Alerts, Account Settings, and Searching.

2.12.4.2 CLEAR: Thomson Reuters CLEAR how-to guides that cover an array of topics, including Getting Started, Alerts, Account Settings, Searching, Risk and Investigation Analysis, Data Visualization, and Map Analysis Tools. See the full list online at <https://legal.thomsonreuters.com/en/support/clear/training-materials>.

2.13 Administrative Capabilities

2.13.1 An Ordering Entity shall be able to delete or transfer logon IDs and passwords, up to the maximum number of contracted users through the Thomson Reuters self-service portal, which is provided to the Ordering Entity's account Administrator at no additional cost.

2.13.2 An Ordering Entity shall be able to add user licenses above the maximum number of contracted users for additional cost upon executing a new or revised order with the Contractor.

2.13.3 An Ordering Entity shall be able to monitor its ID usage through Quickview.

2.13.4 Levels of Administration. Westlaw and Clear shall provide the following hierarchy of Administrators..

2.13.4.1 Westlaw: Westlaw has billing, password, signatory, and user levels.

2.13.4.2 CLEAR: Administrative rights are at the overall CLEAR level, as well as for individual products that require the management of definitions to work. Overall CLEAR level admin rights include access to password delivery notification, My Account password management, and QuickView+ usage audits.

2.14 Additional Services.

2.14.1 CoCounsel Core. Thomson Reuters CoCounsel Core is an AI-driven tool that accelerates critical, time-intensive legal tasks and produces top-quality work with increased precision and accuracy. CoCounsel Core has a broad and flexible range of capabilities to pinpoint key knowledge, communicate complex information, and complete tasks.

Exhibit C, Supplement 1
Technical Proposal

Contractor's Technical Proposal is attached.

THOMSON REUTERS

Westlaw, CLEAR, and Other Solutions



Contractor Information

Legal Contracting Entity:	West Publishing Corporation
Doing Business As (DBA):	West, a Thomson Reuters business
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
Company Size:	Large
SAM Registration:	Current (see: www.sam.gov/)
Representations and Certifications:	Current (see: www.sam.gov/)
GSA Contract#:	GS-02F-026DA

ALR, Am Jur, American Digest System, *Black's Law Dictionary*, Briefing Papers, Campus Research, CLEAR, COA, Construction Briefings, *Corpus Juris Secundum*, CourtExpress, Deadline Assistant, Deal Proof, Drafting Assistant, Federal Practice and Procedure, Graphical Statutes, Graphical KeyCite, KeyCite, KeySearch, *McKinney's*, Most Cited Cases, Netscan, National Reporter System, PastStat Locator, Smart Tools, Super Lawyers, *Supreme Court Reporter*, *The Government Contractor*, *The Nash & Cibinic Report*, ULA, *Uniform Laws Annotated*, *United States Code Annotated*, USCA, *U.S. Code Congressional and Administrative News*, Vernon's, West, West CiteAdvisor, WestClip, West KM, WestCheck, WestClip, West Key Number System, Westlaw, Westlaw 50 State Surveys, Westlaw Court Wire, Westlaw Profiler, WestSearch and West's are registered trademarks of West Publishing Corporation. Westlaw Edge and Westlaw Today are trademarks of West Publishing Corporation.

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Introduction

Thomson Reuters (d/b/a West Publishing Corporation, hereinafter “West”) is pleased to provide the following response to the Minnesota Department of Administration (hereinafter “the State”) Request for Proposal Solicitation G0210 – 2000015959 for Legal Research and Investigative Subscription Services. As a current vendor participating in the State’s current statewide MSA (contract #139431), West has designed this new contract to be substantially similar to the contracts currently in place between West and the State of Minnesota. We are confident that the content, features, and services offered under the contract will continue to provide Minnesota state agencies and Minnesota state and local government CPV members (hereinafter “eligible agencies”) with the highest quality online legal and investigative research services in the most cost-effective and efficient manner.

West’s offer is responsive to the solicitation’s Attachment E, Technical Proposal and Attachment F, Price Schedule. Consistent with our current centralized contract with Minnesota, we have provided both print materials such as law books as well as a variety of legal research plans, as detailed in the individual pricing/content plans that follow. Our offer also includes several additional plans, including a selection of add-on libraries and solutions available to supplement the core legal research plans; four varieties of West’s investigative research service; and two optional legal/business management software products; and custom packages to meet agency-specific legal or investigative research and other agency needs for consideration.

In addition to our superior content offering, West is committed to the training and support of its customers. From on-site and customized training sessions to 24-hour customer support and legal research assistance, Minnesota and other eligible agency users will find the help they need to get the most out of their West products—at no additional charge.

West is confident that the State will find that our offer is responsive, complete and flexible, allowing agencies to access premium legal research products at a cost-effective price. Every agency will find a solution that best fits their needs.

The following pages provide detailed information on the content, features, and services available to Minnesota and other eligible agencies under this contract.

West Content Offerings for the State

Thomson Reuters (d/b/a West Publishing Corporation, hereinafter “West”) proposes to meet the online research needs of the Minnesota Department of Administration (hereinafter the “State”) by providing users with access to a variety of services including Correctional, legal, investigative, Print, and Legal/Business Management software.

West Publishing Corporation, a Thomson Reuters business, is a leading provider of integrated information solutions to the U.S. legal market. We have been providing the highest-quality legal, regulatory, and business information, and the most innovative tools to manage it, for more than 150 years.

West Content Offerings Summary

Recognizing that state and local agencies have diverse online information research and solutions needs, West offers several plan options, thus providing purchasing agencies with the flexibility to pick and choose the plan and/or package that is best suited to their specific end users’ needs. This contract provides for the following monthly access plans:

- **Option 1 – Correctional.** Option 1A provides access to a web-based legal research plan developed specifically for use by incarcerated persons at correctional facilities.
- **Option 2 – Legal Research.** West is providing purchasing agencies the ability to choose from four (4) legal research packages (Options 2A – 2D). Agencies may supplement these core legal research packages by choosing additional content from a select list of optional separately priced add-on libraries and/or solutions (Option 2E).
- **Option 3 – Investigative Research and Public Records.** Options 3A-3D offer comprehensive public records content via our investigative research services. These packages help support agency’s investigative research and law enforcement personnel to locate people faster, conduct due diligence more efficiently, and save valuable time and resources during investigations.
- **Option 4 – Optional Tax and Accounting Research.** Options 4A-4B offer access to our comprehensive tax, auditing, and accounting research solution.
- **Option 5 – Optional Supplementary Materials.** Option 5A provides authorized agencies a discount off retail pricing for the purchase of eligible new print titles, existing print purchases, and eligible print programs.
- **Option 6 – Optional Legal/Business Management Software.** West is providing two optional products (Options 6A-6B) related to document and matter management and case management.
- **Option 7 – Custom Packages.** The custom packages offered as part of this contract recognize that eligible agencies may have diverse needs that are best met by a content set that is outside the pre-packaged content sets provided by Options 2-4. These custom packages provide maximum flexibility to purchase custom packages of legal online or investigative online information.

Pricing

West’s content offerings provide purchasing agencies with cost-effective pricing for access to an extensive variety of packages of online information and functionality to assist users in their research. Given the

extensive variety of options and packages available, it may be helpful to speak to a West representative who is specifically trained to help assess your agency's needs. To discuss content and price options best suited to your agency's needs, please contact your West government sales representative.

Agency Ordering Instructions

Minnesota state agencies and Other Eligible Agencies may purchase products off the West Centralized Contract by contacting their West government representative and completing the applicable West Order Form with the content/pricing option selected by the agency. Note that all POs must reference the West Centralized Contract number.

Reference to Exhibit C Sections

Exhibit C, Category 2 Section	West's Content Package
2.3.1 Minnesota Primary Sources. Access to legal research content (text and annotated) from the federal level and from the State of Minnesota, including the following: ▪ Administrative regulations ▪ Attorney general opinions ▪ Codes ▪ Court rules ▪ Legislative material ▪ Registers ▪ Statutes ▪ Optional: Annotated Minnesota Statutes ▪ Optional: Secondary Sources	Option 2A: MN Edge (page 24)
2.3.2 National Primary Sources. Access to legal research content (text and annotated) from the federal level and from all 50 states (where available) including the following: ▪ Administrative regulations ▪ Attorney general opinions ▪ Codes ▪ Court rules ▪ Legislative material ▪ Registers ▪ Statutes ▪ Optional: Secondary Sources	Option 2B: National Primary Edge (page 24)
2.3.3 Minnesota Case Law. Access to legal research content from the federal level and from the State of Minnesota, including the following: ▪ Administrative decisions ▪ Case law ▪ Optional: Secondary Sources	Option 2A: MN Edge (page 24)

Exhibit C Section	West's Content Package
2.3.4 National Case Law. Access to legal research content from the federal level and from all 50 states (where available), including the following: ▪ Administrative decisions ▪ Case law ▪ Optional: Secondary Sources	Option 2B: National Primary Edge (page 24)
2.3.5 Court Filings and Related Material. ▪ Basic Minnesota. Access to federal and Minnesota dockets, briefs, and court filings at the appellate and Supreme Court levels. ▪ Basic National. Access to federal and all state dockets, briefs, and court filings at the appellate and Supreme Court levels. ▪ Optional: Expanded Minnesota. Access to federal and Minnesota dockets, briefs, and court filings at the trial, appellate, and Supreme Court levels. ▪ Optional: Expanded National. Access to federal and state dockets, briefs, and court filings at the trial, appellate, and Supreme Court levels.	Option 2E: Trial Court Documents (Previously known as Pleadings, Motions & Memorandums) (page 25)
2.3.6 Secondary Sources. Access to legal reference tools and news information that include all of the following categories: ▪ Law reviews/journals/bar journals ▪ Legal encyclopedias ▪ Legal dictionary ▪ Restatement of law ▪ Treatises/practice guides/handbooks ▪ Optional: Other topical resources, such as topical practice materials and CLE resources ▪ Optional: Newspapers and newspaper archives ▪ Optional: Magazines and other periodicals	Option 2E: Analytical Plus (page 25)
2.3.7 Public Records. Access to public records made available by the federal government and all 50 states	Option 2C: National Primary Edge with Public Records (page 24)
2.3.8 Investigative Tools. Investigative tools that provide access to records that include, but are not limited to, government records that can be used by law enforcement. Examples would be CLEAR or Accurint.	Please see Options 3A-3D: CLEAR Investigations Basic (page 26) CLEAR ID Confirm (page 26) CLEAR Risk Inform (page 26) CLEAR for Skip Tracing (page 27)
2.3.9 Audit and Accounting Reference and Research. Audit and/ or accounting reference or research material that could be used by an auditor. These might include audit and accounting reference materials and guides, and audit practice aids and resources.	Please see Options 4A-4B: Option 4A – Checkpoint Edge Federal Tax (page XX) Option 4B – Checkpoint Edge Federal Tax and SALT (page XX)
2.3.9 Tax and Accounting Research. Tax or accounting reference or research materials. These might include state and federal tax laws, tax dictionary, state and federal forms, practice aids, IRS publications, IRS revenue rulings, and tax journals or related secondary sources.	

Requirement	West's Content Package
2.3.10 Supplementary Materials. Access to supplementary materials including one or more of the following: ▪ Municipal legal content. ▪ Books and other published products providing legal content. ▪ Specialized content, tools, and applications related to the provision of online legal research content. ▪ Judge and attorney profiles with a list of links to cases, dockets, trial filings, trial orders, and appellate briefs.	Option 4A: Print (page 28)
2.3.11 Legal/ Business Management Software. A tool that could include the following features: document automation, task assignment, ability to store data, and/or document management.	Option 5A – HighQ (page 28) Option 5B – Case Center (page 29)
2.3.12 Custom Programs/ Access/ Packages.	
Contractor has the ability to provide a multi-User, single account option. The State anticipates that this would be a single account that would provide Service access to multiple Users from a single Ordering Entity. The intent is for an Ordering Entity to have a more, cost-effective solution for when their Users' need to access the Service is sporadic (compared to the cost of multiple, irregularly used accounts purchased by the Ordering Entity).	Option 6A: Legal Custom (page 30) Option 6B: Investigative Custom (page 30)

Complete details for West's content packages begin on page 21.

Westlaw Correctional Overview

Justice equity is the principle that all Americans should be afforded equal access to our judicial system. This includes not only access to the courts, but also access to the tools and assistance necessary for all members of our community to effectively advocate for their rights. At-risk and underserved communities need access to the best tools available, including excellent law library resources and modern, artificial-intelligence aided search engines, to effectively represent themselves. Without these tools, underserved inmates are often unable to effectively research the law, understand their rights, or make the best arguments on their own behalf. You can help them obtain equal access to our legal system, and access to the same Legal Research system used by the Minnesota Courts and Minnesota Attorney Generals Office, with Thomson Reuters Westlaw Correctional.

Westlaw Correctional is a web-based legal research plan developed specifically for use by residents at correctional facilities. It provides at-risk and underserved communities with access to justice through law library resources on par with modern legal standards. The combination of superior legal content, infused with the latest in research technology, benefits the residents and the State's users with clearer answers and more efficient research sessions.

Security Features

In Westlaw Correctional, we developed a product that meets the security needs of correctional facilities. Incorporated into Westlaw Correctional are safeguards against unauthorized use, additional charges, and administrative worries. These include:

- Dedicated website address that is unique to each customer.
- No password required—Access is available only on designated terminals via transparent authentication.
- External links removed or disabled.
- No print, download, or email capabilities. (Option available for product print on request.)
- Multiple, overlapping layers of control to ensure that only content included in the subscription plan is available.

Correctional facilities are responsible for controlling network access to the Internet or internal sites and for designing, configuring, and implementing your firewall, proxy servers, and desktop security.

Usability

Westlaw Correctional provides residents with easy-to-use search templates that provide access to primary law, analytical resources, and news on Westlaw. The intuitive, straightforward interface requires no special knowledge or legal research expertise, making it easy to use while minimizing support staff costs.

Westlaw Correctional incorporates help files that cover the following topics: searching for documents, finding documents, finding statutes, and using KeyCite and KeySearch.

WestSearch Plus

WestSearch Plus leverages sophisticated type-ahead functionality to anticipate which topics users are searching, rephrases the issue into a simple legal question, and then delivers and pinpoints the responsive text from most relevant cases or statutes. The built-in artificial intelligence helps decrease time spent looking and researching for a given topic or answer and is an essential time-saver, especially when researching unfamiliar areas of law. WestSearch Plus also has a built-in legal thesaurus, so researchers don't have to worry about differences in the choice of words by judges or different jurisdictions.

System Requirements

Westlaw Correctional is accessible online via standard web browser formats.

Accessing Westlaw Correctional

Westlaw Correctional can be up and running on a correctional facility's terminals with no hassles or lengthy delays. If awarded a contract, a Thomson Reuters customer technical support representative will assist with arranging Westlaw access from the correctional facility's designated terminals or tablets.

Devices that access Westlaw Correctional must have the following features installed:

Operating Systems	Internet Browsers	Other Requirements
- Windows 10 and Windows 11 - Mac OS 10.5 or later	- Chrome current version - Safari current version - Mozilla Firefox current version or Extended Support Release version - Microsoft Edge current version	1024x768 or higher screen resolution recommended - Adobe Acrobat Reader 9.0 or later (some print functionality is lost with older versions)

Note: These system requirements are current as of July 2024.

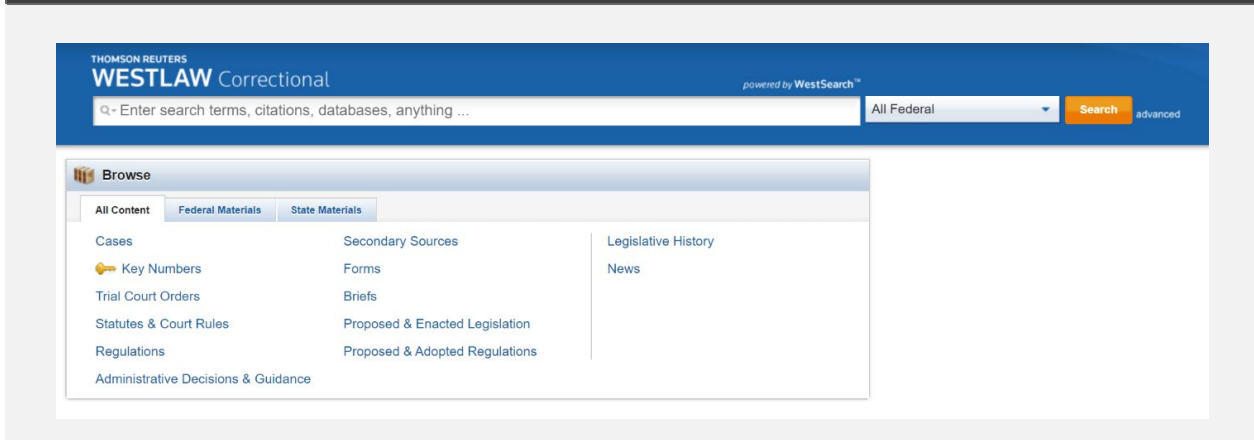
System Reliability

Thomson Reuters is an industry leader in system availability. Westlaw is hosted in multiple independent data centers, each with redundant power, networking, and capacity to serve all customers. Westlaw is designed and tested to be resilient and scalable and is monitored and operated 24/7 by expertly trained staff in multiple global locations. Westlaw has an automated system configured to perform backups on an ongoing basis for production data as per business requirements. While no online legal research provider can guarantee 100% availability throughout the year, our expertly trained staff provides customers with unmatched system reliability, accessibility, and security, including Westlaw access every day of the year.

System Security

Thomson Reuters Westlaw was built on trusted expertise and core assets that separate us from other online legal research services. Thomson Reuters maintains its reputation for providing reliable and trustworthy information through a variety of means, including an information security management framework supported by a wide range of security policies, standards, and practices. For more information, please see our attached Thomson Reuters Information Security Principles.

WESTLAW CORRECTIONAL HOME PAGE



Residents require little or no instruction to carry out their research using Westlaw Correctional. The user-friendly interface provides:

- Ability to quickly search across primary law documents such as cases, statutes, and KeyCite citation research.
- Two search methods: Typing a Terms and Connectors query or typing a plain language query in the search box at the top of the page.
- KeyCite flags that indicate the status of a document.
- Links from the search result to cited documents.
- Document arrows that retrieve the next or previous document in the search result.
- Search terms highlighted in a document.
- Quick access to the most recent News documents.

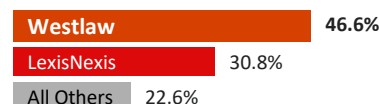
Westlaw Overview

Westlaw is our online legal, news, and business information research service. Westlaw provides editorially enhanced legal research materials; unparalleled coverage of news, business, financial, and general information; and a comprehensive collection of public records.

- **Westlaw is comprehensive**—Coverage includes legal information (e.g., state and federal case law, statutes, regulations, administrative codes, law reviews), news and business information (e.g., newspapers, newswires, magazines), and extensive and well-organized public records, courthouse documents, and private-vendor sources.
- **Westlaw is current**—Westlaw resources are updated frequently so that information is kept current. For example, full-text U.S. Supreme Court opinions, including concurrences or dissents, are generally available on Westlaw within five minutes of the time they are issued.
- **Westlaw is accurate and reliable**—A rigorous editorial process ensures every opinion on Westlaw is correct and properly classified. Attorney editors use consistent language when writing synopses and headnotes, adding synonyms, acronyms, terms of art, names of acts, generic names, and other terms to ensure searches retrieve relevant cases that might be missed by searching just court opinion text.
- **Westlaw is powerful**—More than 675 million links are added every year to documents on Westlaw, and nearly every word in Westlaw documents is a possible search indexing term. WestSearch Plus, a search engine designed specifically for law, incorporates more than a century of proprietary analysis of the law and exclusive tools like the West Key Number System, KeyCite, headnotes, Notes of Decisions, indexes, and secondary sources to deliver documents relevant to a search query.
- **Westlaw is preferred**—Thomson Reuters has earned highest accolades from the 2024 Best of *The National Law Journal* Readers Rankings, including first-place awards for Westlaw in four legal research categories: Online Research Provider, Legal Research Provider, Solo Firm / Solo Practitioner Research Provider, and Legal Research App / Service. Current and future legal professionals prefer to conduct research using Westlaw and feel more confident in the accuracy of results.

ABA Legal Technology Survey—Q4 2023

Which one fee-based online service do you use most often overall for legal research?



Law Student Survey—Q2 2024 (3L Students)

When using legal research services, which makes you feel the most confident in the accuracy of the results provided?



*Significantly higher than other service at 95% confidence level

Westlaw Exclusives

We are the foremost provider of integrated information solutions to the U.S. legal market and have been providing research materials to the legal and professional community for more than 150 years. During this time, our attorney editors have been analyzing, summarizing, and classifying the law. By developing proprietary innovations, we make legal information better organized and connected so that it's easier for researchers to find, validate, and interpret the law. The following list describes a portion of the content, features, and services **available exclusively on Westlaw**.

Exclusive Content

- **Editorial Enhancements**—For more than a century, West attorney editors have been providing editorial enhancements to case law, statutes, and other legal materials, which includes providing the most exhaustive verification and correction process in the legal publishing and information industry. No other research service can match West’s editorial experience.
- **National Reporter System**—Since 1879, West’s National Reporter System has compiled and organized state and federal case law into a cohesive body of law that can be researched within and across jurisdictions. West’s National Reporter System is available exclusively on Westlaw.
- **Graphical Statutes/Interactive Timeline**—Graphical Statutes revolutionizes statute research by charting legislative changes and linking related documents in an easy-to-read display. From a single screen, researchers can easily track changes in the law, locate relevant legislative history materials, read important case law, and check for possible amendments. Graphical Statutes is available for USCA and the statutes for select states.
- **Uniform Laws Annotated (ULA)**—The ULA provides an extensive reference to the text of uniform laws, prepared under the sponsorship of the National Conference of Commissioners on Uniform State Laws and the American Law Institute. ULA examines acts recommended for adoption in all states, pinpoints state variations, and includes annotations to cases decided in adopting jurisdictions.
- **Corpus Juris Secundum (CJS)**— Cited and quoted as authority in courtrooms across the country, *Corpus Juris Secundum* (CJS) is a national legal encyclopedia covering state and federal topics from A to Z. General rules of law are summarized in blackletter law headings and expanded upon in the text, including citations to primary law and references to ALR annotations. CJS is an essential and authoritative resource for practitioners getting up to speed in an unfamiliar area of the law or those seeking a broad jurisdictional perspective in a specific legal topical area.
- **American Jurisprudence: Full Library (Am Jur)**—Only Westlaw provides access to the full American Jurisprudence product line: *American Jurisprudence, 2d*; *American Jurisprudence Proof of Facts*; *American Jurisprudence Trials*; and *American Jurisprudence Pleadings and Practice Forms Annotated*. These resources provide fast, authoritative answers to many aspects of civil, criminal, substantive, and procedural law.

WESTLAW EDGE EXCLUSIVE FEATURES

- **Submit to Quick Check - Selected Text**—Locate relevant authority faster by highlighting significant text in the document you're viewing and get recommendations for relevant authority without leaving your research process.
- **Compare Text Tool**—Compare the language of documents across many content sets.
- **Concurring and Dissenting Opinion Shading**—Instantly know if your search language is in the cases' main opinion, or rather in the concurrence or dissent.

Additional Exclusive Features and Services

- **West Key Number System**—The West Key Number System is the master classification system of U.S. law and is widely regarded as the cornerstone of effective legal research. It helps users to quickly locate and identify cases with the same or similar legal concepts and principals in any jurisdiction in the U.S. utilizing the West National Digest System, which contains editorial summaries commonly referred to as headnotes.
- **KeyCite Citator Service**—KeyCite is a full-service citator that helps users determine whether a proposition is good law by tracing the history of a case, statute, patent, or federal administrative decision. KeyCite also retrieves all citing references, which include cases, statutes, administrative materials, and secondary sources.
- **Research Recommendations**—Westlaw makes recommendations by analyzing the documents a user interacts with in a single research session. Recommendations include additional relevant cases, statutes, secondary sources, and key numbers.
- **Snapshots**—Users can access basic information on legal professionals (i.e., attorneys, judges, and experts), companies, and popular statutes.
- **Folder Analysis**—Westlaw makes research suggestions by analyzing the legal issues present in cases and statutes stored in a user's folder. Suggestions include additional recommended cases and statutes, as well as visual representations of the issues.
- **Research Report**—Westlaw assembles professional reports, summarizing research in users' folders. Users can navigate reports with Table of Contents links, display all notations (including shared notes), and edit notes from the summary screen. Reports can be emailed, printed, or downloaded.
- **Reference Attorneys**—Bar-admitted legal research experts are available to assist users with any stage of legal research by providing time-saving guidance.

Westlaw Edge

DISCOVER NEW LEVELS OF INSIGHT AT EVERY STAGE OF YOUR RESEARCH

Since 1872, our company has been collecting, analyzing, and organizing legal data to make legal research easier and faster for users. The features and functionality available on Westlaw Precision and Westlaw Edge build on the premium content and performance the legal industry has come to expect from Thomson Reuters. By combining artificial intelligence (AI) and data with the experience, knowledge, and judgment of modern lawyers, legal departments can advance their work to a new level.

Practice with an exceptional degree of certainty and confidence and elevate your legal research experience, so you can work, think, and deliver results even faster.

WESTSEARCH PLUS



WestSearch Plus leverages sophisticated type-ahead functionality to anticipate which topics users are searching and then delivers responsive text from relevant documents to the top of their result list. This helps decrease their time spent looking and researching for a given topic or answer and is an essential time-saver, especially when researching unfamiliar areas of law.

- Take advantage of the most powerful legal search engine, designed by attorneys for attorneys.
- Find answers to legal questions that can be answered in a sentence or two—within seconds.
- Connect directly to the relevant underlying authority.

KEYCITE OVERRULING RISK



KeyCite Overruling Risk builds upon the capabilities of our current KeyCite service, identifying cases that contain implicitly overruled or invalidated law. Quickly ensure you are citing good law.

- Get warnings on implicitly overruled or abrogated points of law.
- See an orange warning icon, similar to red and yellow flags, integrated into your research.
- Avoid reviewing each case manually to determine whether it cites an implicitly overruled point of law.
- Leverage AI to identify bad law that has no direct citations pointing to its validity.

QUICK CHECK



Quick Check securely analyzes your briefs to suggest highly relevant authority and ensure you haven't missed anything important. Rely on Quick Check to save time and find authority that traditional research may have missed.

- Filter out citations you've viewed in the past 30 days and what you've already save to a folder.
- See time-saving details for why a suggested authority might be important.
- Review differences between case, statute, and regulation quotes in an uploaded document to the relevant language and context in the source document.
- Receive recommendations from the largest collection of secondary sources, briefs, and memoranda.
- Jumpstart your research directly from millions of state and federal appellate briefs and trial court filings without needing to download the brief or interrupt your research

OPPOSING AUTHORITY ANALYSIS

When an analyzing an opponent's brief: in addition to identifying highly relevant cases your opponent failed to cite, Quick Check will surface and identify highly relevant authority that contradicts your opponent's cited authority.

QUICK CHECK JUDICIAL

Analyze multiple documents from a single matter at one time - your own and your opponent's. Quickly compare the citations you each relied on, plus gain an understanding of what relevant authority was omitted and how that may affect your argument.

LITIGATION ANALYTICS



Litigation Analytics leverages the most state and federal dockets to deliver clear and relevant data-driven insights and trends on judges, companies, industries, attorneys, law firms, courts, damages, and case types to help you build your strongest case strategy.

- Set and manage client expectations for outcomes, timelines, and cost.
- Understand your assigned judge, including familiarity with a subject matter based on past cases, their record on appeal, approach to expert witnesses, the authority they tend to cite, and tested and proven arguments that have persuaded your judge in the past.
- Assess how often your judge has admitted or excluded expert testimony and whether your expert has appeared before your judge.
- Understand your opposing party; see how they have handled similar litigation and the counsel they have hired and glean their litigation strategy.
- Evaluate opposing counsel's experience.
- Evaluate potential settlements and award with damages analytics.
- Find new clients in the industries you represent and build evidence-based pitches and win RFPs with company analytics.
- Identify areas of growth for your firm by viewing trends for companies and industries.
- Recruit lateral hires to staff practice areas where you have identified growth opportunities.

PRECEDENT ANALYTICS

Make stronger arguments and quickly uncover key insights based on topics, by seeing the cases a judge regularly relies on, and other judges frequently cited.

STATUTES COMPARE AND REGULATIONS COMPARE



Statutes Compare and Regulations Compare are intelligent comparison tools that instantly show users precisely how a statute or regulation has changed over time, the authority behind the changes, and allow the users to compare two versions to show where they differ.

- Get coverage across all practice areas for all statutory and regulatory content with different versions, including when statutes and regulations have changed multiple times within the same year.
- Quickly see how any two versions of a statute and regulation have changed over time, right from the History tab.
- With the Compare Text tool, compare the language of documents across many content sets.

JURISDICTIONAL SURVEYS



Jurisdictional Surveys allows you to quickly retrieve a customized and relevant compilation of laws across all US jurisdictions on virtually any topic. Jurisdictional Surveys accounts for variances of terminology needed to ensure a comprehensive and accurate starting point.

- Assess laws across jurisdictions to help establish a litigation strategy.
- Understand jurisdictional variances as they relate to compliance activities.
- Refine a legal argument based on how other jurisdictions have handled an issue.
- Identify new or emerging policy trends (e.g., immigration, cybersecurity).

CLEAR Overview

CONFIDENTLY LOCATE, IDENTIFY, AND CONNECT THE FACTS YOU NEED

Thomson Reuters CLEAR is a powerful investigative platform that delivers a vast collection of public and proprietary records and brings all key content together into a single working environment to give you a more streamlined, efficient search.

CLEAR features a simple, intuitive interface that makes it easy to understand exactly what information you need to obtain and how to easily start and perform your search. Dive deep into your research and uncover hard-to-find data. Locate and make analytical connections for peoples, assets, businesses, incidents, and activities. Document your research with the ability to generate comprehensive reports on your party or organization of interest.

CLEAR provides access to key data that is:

- **Expansive**—data on people and businesses, including comprehensive cell phone, vehicle data, and much more.
- **Current**—with live gateways that connect you to real-time information.
- **Diverse**—sourced data from a variety of public records, proprietary sources, and publicly available information, including social networks, blogs, news, and more.
- **Versatile**—with dashboard tools, customizable reports, link charts, and mapping.
- **Trusted**—delivers source transparency through Source and Last Confirmed details to help you know when and where data was gathered and updated.

SEARCH WITH GREATER CONFIDENCE IN LESS TIME

Our customizable dashboard and intuitive, easy-to-navigate interface help you save time by allowing you to search data and view results in a layout that makes the most sense for the way you work.

- Search all databases in a single search—public, proprietary, and web
- Search with partial information for the following: date of birth, Social Security number, license plates, and street names
- Soundex searching
- Entity resolution consolidates search results and eliminates duplicate records
- Relevant results appear at the top, where you can easily spot them
- Filter results based on date, age, “and/or,” and any other restrictions you choose to set

The increased search efficiency, streamlined workflow, and intuitive design mean you get more crucial, usable data with far fewer clicks. Users can get instant access to overview data that ties people and businesses together.

BUILD ON THE DATA ALREADY KNOWN ABOUT A SUBJECT

Users can start their search with just one piece of information and easily uncover more about a person or business; CLEAR pulls from a wide range of databases to help users find exactly what they need.

- Map subject addresses
- Immediately know possible risk associated with your subject using Quick Analysis Flags
- Access underlying source documents while you search
- Linked searches

ACCESS A COMPREHENSIVE COLLECTION OF REAL-TIME DATA

Live gateways give users access to real-time public records information.

- **Phone data**—comprehensive cell phone, VoIP (Voice over Internet Protocol), and landline, coverage of all 50 U.S. states, Puerto Rico, various territories, and Canada
 - Reverse lookup
 - Caller ID names
 - Carrier contact information for subpoena purposes
 - Ported flags to signal a previous cell phone company
- **Credit bureau data**—Header data via Experian live gateway and Individual Reports

GET INSTANT UPDATES IF KEY DATA CHANGES

When you want to be notified if any key information changes on the person you are investigating, CLEAR Alerts will:

- Automatically monitor the status of data you select at time intervals you choose
- Send you Alert notices on a periodic basis, from daily up to monthly
- Notify you of an Alert via email or upon your next CLEAR log-in.

WORKSPACE OFFERS YOU INSTANTANEOUS ANALYSIS

Workspace gives you a head start on analyzing your results. It allows you to:

- Save search results for as long as needed
- Visualize data connections using link charts and Google Maps
- Readily drag and drop or export link charts to i2 Analyst's Notebook for additional visualization and analysis
- Export case folders to collaborate with coworker and other agencies.

Checkpoint Edge Overview

Thomson Reuters Checkpoint Edge is an online tax, auditing, and accounting research solution. Checkpoint Edge integrates comprehensive, authoritative content from our own experts with additional tools, well-known third-party content, primary source materials, news, and more—so you can do all your research in one place.

Checkpoint Edge Advantages

- Reach your answers faster with fully integrated primary source materials and expert analysis for tax, auditing, and accounting; employee benefits; and financial reporting and management.
- Get the guidance you need from our RIA, WG&L, EBIA, and PPC experts.
- Easily tailor our libraries to your needs—whether you do a lot of research or just a little.
- Search the way you think with Intuitive Search, which goes beyond keyword matching to truly understand what you are looking for to deliver the best results, every time.
- Connect with tax software through integrated links with GoSystem Tax RS, ONESOURCE, UltraTax CS, and e-Form RS.
- Turn knowledge into action through tools, calculators, interactive practice aids, and an extensive list of create-a-charts.
- Keep up to date with the news on topics that affect you, in the format you choose, from our industry experts and our Reuters journalists.
- Easily access the most current information; we update analysis in place, so you'll never need to search in a separate tool to find new laws, cases, or rulings again.
- Stay connected while on the go with Checkpoint Edge on your laptop, tablet, or smartphone.
- Be assured you have the research and guidance, news, and tools you need to do more in less time.

Checkpoint is relied on by hundreds of thousands of tax and accounting professionals, including:

90+



**of the Top 100
U.S. CPA Firms**

97



**of the Top 100
U.S. Law Firms**

90



of the Fortune 100

Trust Thomson Reuters Checkpoint to help make the right decisions for your business.

Checkpoint Edge

THE MOST INTELLIGENT TAX AND ACCOUNTING RESEARCH PLATFORM EVER.

Checkpoint Edge delivers the latest in artificial intelligence, cognitive computing, and machine learning technologies, combined with the tax, auditing, and accounting expertise of our editorial staff. Building on more than 5,000 combined years of editorial expertise and millions of annual queries by more than 400,000 unique users, Checkpoint Edge enables you to find fast, accurate answers with a more fluid and intuitive user experience.

Here are a few ways Checkpoint Edge can elevate your tax research experience so you can work, think, and deliver results even faster:

BE MORE EFFICIENT

WORK QUICKLY AND ACCURATELY WITH RELEVANT EXPERT INSIGHTS AND ANALYSIS.



Spend less time on tax and accounting research and more time on what's truly important to your business. With innovations like the Concept Markers, flatten the learning curve to the point where almost anyone can make immediate use of the platform with little or no training. Enable senior staff to direct efforts to higher-level work while junior staff learn from a digital mentor.

BE MORE RESPONSIVE

SPEND LESS TIME ON RESEARCH AND MORE TIME ON VALUE-ADDED ACTIVITIES.



Faster and more accurate than ever, the intuitive and predicative search of Checkpoint Edge goes beyond results to suggest relevant expert insights and analysis which means you can get back to your clients with the right answers in less time.

BE MORE CONFIDENT

RELY ON THE CHECKPOINT TAX RESEARCH TOOL TO DELIVER TRUSTED SOURCES.



No longer worry about staff searching for answers on unreliable or unverified sites. Checkpoint Edge leverages a powerful algorithm to give you the ability to simultaneously search Checkpoint and other trusted sources, like IRS.gov, IRS Tax Map, Forms & Instructions, state-specific departments of revenue, AICPA, Big Four, all in one place.

Print Overview

West will provide print discounts and print programs to eligible Minnesota agencies, with or outside of a Westlaw subscription. Agencies must work with their local sales representative to receive print discounts. Please see Exhibit D, Supplement 2.

Category 1 Included Content

The following content is available for Incarcerated Persons via Westlaw Correctional.

Primary Law

Primary Law on Westlaw provides access to editorially enhanced state and federal case law, statutes, regulations, and administrative materials in a single, integrated research tool.

■ Case and Judicial Materials

- **Federal.** Westlaw has complete coverage of all published federal case law, as well as many unpublished opinions. Cases appear as officially published and contain our editorial enhancements. Federal case law libraries include U.S. Supreme Court cases, U.S. Court of Appeals cases, U.S. District Court cases, Tax Court cases, and Bankruptcy Court cases.
- **State.** Westlaw has complete case law coverage for all state court opinions published in West's National Reporter System. Westlaw also contains many unpublished state appellate court opinions and selected state trial court opinions.

■ Statutes and Legislative Materials

- **Federal.** Westlaw has complete coverage of current federal statutes and archival statutes back to 1990. Federal statutes libraries include the *United States Code Annotated*, which contains annotations to the *United States Code*, as well as court rules, appendices, and the Popular Name Table.
- **State.** Westlaw has annotated statutes for all 50 states, the District of Columbia, Guam, Puerto Rico, and the Virgin Islands. Statutes without annotations are also available.
- **Proposed and Enacted Legislation.** Full text of available bills plus summaries and status updates of current and recently ended sessions of legislatures across the US and the US Congress.

■ Administrative Law and Regulations

- **Federal.** Westlaw provides extensive coverage of federal administrative rules and regulations, including documents from all 50 titles in the *Code of Federal Regulations* and recent changes; documents from the *Federal Register*; and other administrative and executive materials such as comptroller general decisions, U.S. attorney general opinions, and presidential documents.
- **State.** Westlaw has the administrative codes for all 50 states and the District of Columbia and provides KeyCite information for all codes. Other available administrative materials include attorney general opinions, workers' compensation decisions, and insurance and environmental regulations.
- **Proposed and Adopted Regulations.** Comprehensive source for regulation tracking across the US that includes full text of proposed and recently adopted rules and regulations.

WESTLAW ADVANTAGE—Timely Legal Content

We are committed to providing our customers with the most current information in the legal industry. In support of this goal, Westlaw content is updated and enhanced on an ongoing basis. In fact, many individual libraries are updated daily.

Current information when you need it.

- Full-text U.S. Supreme Court opinions, including any concurrences/dissents, are typically available on Westlaw within five (5) minutes of their release.
- Statutes on Westlaw are updated as new legislation is received.
- Federal published case law is generally available on Westlaw within 4 hours of receipt.
- Federal Register material is generally available on the same day of publication.
- Regulatory materials are generally updated within 7 days of issuance.
- State published case law is generally updated within 4 hours of a decision's release.
- State AG opinions are generally available on Westlaw within 3–5 days of receipt.
- KeyCite citing references are available when a case/statute is added to Westlaw.
- Direct history is added to KeyCite within 24 hours of a Reported opinion being loaded to Westlaw and within 48 hours of an unreported opinion loaded to Westlaw.

Analytical Library

The Analytical Library combines expert legal analysis with treatises, forms, jury instructions, and more. This collection of titles helps researchers quickly review specific points in familiar areas of law and cover unfamiliar ground with confidence and speed. This library provides several analytical sources, including the following:

- **American Law Reports (ALR)**—ALR is one of the leading case-finding tools in America, offering a continuously updated series of articles that collect and analyze every court case decided on a particular point of law. ALR on Westlaw contains the full text of articles included in *American Law Reports* (First through Seventh series) and *American Law Reports Federal* (First, Second, and Third series). ALR First, ALR Digest, and the ALR Index are exclusive to Westlaw.
- **American Jurisprudence: Full Library (Am Jur)**— This library provides access to the full American Jurisprudence product line: *American Jurisprudence, 2d*; *American Jurisprudence Proof of Facts*; *American Jurisprudence Trials*; and *American Jurisprudence Pleadings and Practice Forms Annotated*.
- **Black's Law Dictionary**—Black's *Law Dictionary* (12th ed. 2024), our classic legal resource, includes definitions for more than 65,000 terms and phrases used in American and English law. Fully revised with new material on every page, the 12th edition features more than 2,500 new terms. Black's includes quotations, alternative spellings, equivalent terms and expressions, historical and present-day nuances, and legal abbreviations. Earliest usage dates in English-language contexts for nearly all terms provide historical context – the only legal dictionary to provide such data. Black's is a trusted authority, with every term reviewed for accuracy by attorneys across the country. Additional key features include:
 - Definitions of law-related abbreviations and acronyms.
 - Pronunciation guidance.
 - Thoroughly reviewed and edited Latin maxims.
 - Key numbers for research reference.

- **Federal Practice and Procedure**—*Federal Practice and Procedure*, by Charles Alan Wright and Arthur R. Miller, is the definitive treatise on practicing law in the federal courts.
- **Forms**—Our Federal Forms library provides litigation-tested federal procedural forms with accompanying commentary for use in civil and criminal litigation. Federal Procedural Forms provides practice-tested, up-to-date federal forms.
- **State Materials**—State analytical materials, such as practice series, forms, and select jury instructions, are provided where available.

KeyCite

KeyCite is our online citation research service that helps users determine whether a case or statute is good law and retrieve citing references.

News

Reuters News brings the latest news in real-time to residents helping to strengthen their connection with society and provide equal access to justice.

Reuters News, the news and media division of Thomson Reuters, is the world's largest international multimedia news provider. With over 2,000 journalists, Reuters News provide award-winning coverage of the day's most important topics, including breaking news, business, finance, politics, sports, entertainment, technology, and much more.

Exhibit C, Category 2 Included Content

Sections 2.3.1-.3.7 – Core Legal Included Content

This option provides access to general legal research and investigative subscription services. Minnesota purchasing agencies have the ability to pick and choose from four (4) commonly requested legal research packages (Options 2A-2D):

- Option 2A – Minnesota Edge
- Option 2B – National Primary Edge
- Option 2C – National Primary Edge with Public Records
- Option 2D – CoCounsel Core

Agencies may supplement these core legal research packages by choosing additional content from a select list of optional separately priced add-on libraries (Option 2E), including the following:

- Analytical Plus
- Trial Court Documents (Previously known as Pleadings, Motions & Memorandums)

Descriptions of the content included in our offer are provided below.

Option 2A – Minnesota Edge

Minnesota State Primary – Includes Minnesota-specific case law, statutes, and administrative rules and regulations, as well as federal resources concerning Minnesota. Federal resources include federal district and circuit court decisions originating in Minnesota, all Supreme Court decisions, and the United States Code Annotated (USCA).

In addition, Westlaw is the only online legal research service that includes West synopses and headnotes, as well as the West Key Number System.

Option 2B – National Primary Edge

National Primary Core – Westlaw Edge provides the fastest answers and the most valuable insights via the next generation of legal research, all of which is powered by state-of-the art- artificial intelligence, built upon more than 100 years of editorial enhancements. Key features include WestSearch Plus, Litigation Analytics, KeyCite® Overruling Risk, and Statutes Compare.

The Westlaw for Government National Primary Core includes most Westlaw primary law content offerings. Includes Westlaw Cases and Statutes, Legislative History, Statute and Regulations.

Option 2C – National Primary Edge with Public Records

National Primary Core – Westlaw Edge provides the fastest answers and the most valuable insights via the next generation of legal research, all of which is powered by state-of-the art- artificial intelligence, built upon more than 100 years of editorial enhancements. Key features include WestSearch Plus,

Litigation Analytics, KeyCite® Overruling Risk, and Statutes Compare.

The Westlaw for Government National Primary Core includes most Westlaw primary law content offerings. Includes Westlaw Cases and Statutes, Legislative History, Statute and Regulations.

PeopleMap Premier with Company Investigator – Includes access to the PeopleMap Premier Report with all available current and historical information about a person, including assets, adverse information, business and employment relationships and licenses, along with all underlying full-text records. Also Included in the Report are sections for potential household associations, relatives and neighbors.

Option 2D – CoCounsel Core

CoCounsel Core – Thomson Reuters CoCounsel Core combines industry-proven technology with best-in-class artificial intelligence. This AI-driven tool accelerates critical, time-intensive legal tasks and produces top-quality work with increased precision and accuracy. With CoCounsel Core on their side, legal professionals can provide advice with unwavering confidence, expertly manage risk, and accomplish more in less time.

CoCounsel Core has a broad and flexible range of capabilities—known as “skills”—that empowers organizations to rapidly pinpoint key knowledge, communicate complex information, and complete essential everyday tasks.

Option 2E – Optional Add-On Westlaw Libraries

Analytical Plus – The Westlaw for Government Analytical Plus Collection includes all Westlaw analytical content offerings, with the exclusion of select 3rd party databases. Includes national, federal, and state analytical including: ALR, AmJur and CJS, Witkin and Rutter, CCH, and Practitioner Insights, state pattern jury instructions, topical content, etc.

Trial Court Documents (Previously known as Pleadings, Motions, and Memorandums) – Pleadings, Motions, and Memorandums on Westlaw provide access to actual court filings from select state trial courts, U.S. district courts and federal bankruptcy courts from across the United States. These documents help researchers to:

- Find new ideas and approaches.
- Develop winning pleading and motion strategies and arguments.
- Save time drafting.
- Gain a competitive edge by identifying actions the opposition might take.
- Better understand appellate opinions by reviewing underlying facts.

From one source, researchers get easy access to court-filed pleadings, motions, memoranda, and other trial filings. These filings are culled from court trials in the most populous counties in each jurisdiction. They include cases with heavily litigated topics, high-value cases, and cases with jury verdicts or settlements.

Section 2.3.8 Investigative Included Content

This option provides Minnesota purchasing agencies the ability to pick and choose from four (4) commonly requested investigative research packages (Options 3A-3D):

- Option 3A – Investigations Basic
- Option 3B – ID Confirm
- Option 3C – Risk Inform
- Option 3D – Skip Tracing

Descriptions of the content included in our offer are provided below.

Option 3A – CLEAR Investigations Basic

CLEAR Investigations Basic — Investigations Basic delivers a comprehensive collection of public and proprietary records, including records for people, assets, businesses, court records, licenses, and much more. Access to select dashboard tools readily adds context to search results and helps focus investigative efforts. Key features include live gateway access to credit header data and the Reverse Phone Lookup as well as access to Workspace, which provides the ability to save and organize search results, visualize data, and export cases – all in one place.

With this plan you can:

- Improve your searches with real-time data from live gateways
- Easily locate subjects using phone, credit header records, and bank account header data
- See all known associated addresses
- Quickly assess a subject for additional investigation
- Improve criminal records searching with the Criminal Analytics feature
- Obtain relatives, associates and neighbors, including scores regarding the strength of association
- Customize reports with pertinent information and save as templates for later use
- Review, save, and share your findings using Workspace

Option 3B – ID Confirm

CLEAR ID Confirm — ID Confirm allows customers to efficiently conduct identity verification on individuals and businesses and understand the level of validity or risk involved. Verification parameters are fully configurable to customer preferences. With results delivered in a dashboard view, users readily see whether an identity appears to be valid and which data sources have information on the subject.

Option 3C – Risk Inform

CLEAR Risk Inform — Risk Inform is a highly configurable investigative platform that allows you to define and weight risk factors to align with a risk tolerance profile. With Risk Inform, risk information on individuals or business entities is returned in an easy-to-understand format, and customers can conduct risk assessments in a consistently repeatable way.

Option 3D – Skip Tracing

Skip Tracing —This streamlined service is designed to efficiently locate people, such as for collections and healthcare claims research. Filtered content allows you to find your results much faster. The Contact View provides immediate display of best address and phone number for the subject, and users have quick access to known associates, relatives, and neighbors. Reports are available for deeper skip-tracing investigation.

Section 2.3.9 – Audit, Tax, and Accounting Research

Option 4A – Checkpoint Edge Federal Tax

This option provides access to Checkpoint’s federal tax law content ensuring you’re up to date with the latest tax laws, regulations, rulings, procedures, and court decisions. The Federal Taxation collection includes:

- Federal Tax Coordinator
- U.S. Tax Reporter
- WG&L Journal of Taxation
- WG&L Practical Tax Strategies
- PPC’s Tax Deskbook Library, all 100 Deskbooks
- PPC’s Guide to Tax-Related Identity Theft
- IRS Response Library
- Primary Law and Supporting Materials
- News and Current Awareness
- Productivity Tools and Resources

Option 4B – Checkpoint Edge Federal Tax and SALT

This option provides all content included in Option 4A (above) in addition to a collection of state and local tax content, including:

- Tax Planning and Advisory Library, coverage of 39 different tax topics
- State and Local Tax Reporters – All States and D.C.
- Puerto Rico Tax Reporter
- All States Tax Guide
- Primary Law and Supporting Materials
- Sales Taxability Matrix
- State and Local Tax Complete Create-a-Chart
- Nexus Assistant
- News and Current Awareness
- Productivity Tools and Resources

Section 2.3.11 – Supplementary Materials

Option 5A – Print Products and Programs

This option provides authorized agencies a discount off retail pricing for the purchase of eligible new print titles, and eligible print programs. Agencies must work with their local West representative at the time of purchase to request the discount.

- Agencies may receive a minimum of a 10% discount off retail rates for the one-time purchase of eligible new print titles
- Agencies that purchase eligible new print titles on subscription may receive a 10% discount at the time of the initial purchase, followed by a discount when the titles are updated and new versions are released.
- Agencies may be eligible for additional discounting based on a multi-year commitment. These additional discounts/print programs can provide significant savings by locking in lower annual price increases as well as predictable billing for ease in budgeting. Please contact your local West representative for more information.

Section 2.3.11 – Legal/Business Management Software

Option 6A – HighQ

Thomson Reuters HighQ is an intelligent legal operations hub, designed for government legal departments to manage documents and matters, collaborate internally and with outside counsel, and automate workflows. HighQ is cloud-based, quick to deploy, and end-user friendly.

- **Intake and Matter Management** - Automate and streamline the matter intake process to ensure your information is organized in one central repository and everything that comes through the legal departments is captured with full visibility and reporting.
- **Document Management** - Collaborate on documents using out of the box connections to Microsoft Word, Outlook, and Google Workspace. Manage the files that surround your work with capabilities that include version control, document assembly, audit history, auto-redaction, and mark-up comparison.
- **Contract Management** - Manage and report on all phases of the contract lifecycle, including contract drafting, storage, routing, and eSignature integration. Conduct due diligence, contract analysis, and risk assessments with the HighQ AI Hub.
- **Public Record Request Management** - Handle all the major steps inherent in a public records act request including intake, tracking, secure document collaboration, redaction, production, and performance reporting.
- **Document Automation** - Accelerate document assembly for contracts, pleadings, letters, and other legal documents to quickly generate standard, error-free documents. Enable your clients to create documents from templates approved by the legal department, like professional service agreements.

- **Incident and Complaint Management** - Incidents and complaints, such as Title IX allegations, can be tracked securely with developments documented and reported throughout an investigation.

HighQ is a configurable solution. This allows customers the ability to modify and expand the use of the platform as their needs evolve.

CUSTOM OPTION

HighQ offerings provide purchasing agencies with cost-effective pricing for access to an extensive variety of packages. Needs can vary dramatically from agency to agency. Custom packages are offered in recognition of the unique needs of each agency. Agencies with more than 10 users or a need for functionality outside of the HighQ Collaborate Premium subscription, please contact your West government sales representative. Pricing will be negotiated with the purchasing agency based on configuration determination.

Customized packages allow an agency to enjoy the best value, in terms of both price and custom configurations.

Option 6B – Case Center

Case Center gives judges, attorneys, and other case parties a digital platform to share, review, and present exhibits and evidence for on-site, hybrid, and remote hearings. Evidence and exhibits are easily uploaded into organized folders from any device, including mobile phones and tablets. Easy-to-use productivity tools allow case parties to search, bookmark, annotate, and mark-up exhibits.

With this package, agencies will also receive: Control of case materials, easy upload of standard and proprietary file types, powerful search tools, centralized case index, secure access, document review, multimedia playback in-system, redaction suite, witness view, plus many more tools that help government agencies efficiently review, share, and present evidence.

CUSTOM OPTION

Agencies using Case Center for more than 50 cases annually would contact their West representative for their custom pricing. Pricing will be negotiated with the purchasing agency based on its unique needs. Additionally, West will provide a 30% discount on the one-time onboarding fee.

Customized packages allow an agency to enjoy the best value, in terms of both price and custom configurations. Please contact your local West government representative for more information about this custom plan and to obtain your discount.

Section 2.3.12 – Custom Programs/Access/Packages

Research needs can vary dramatically from agency to agency, and not all agencies require access to the same content. Custom packages are offered in recognition that some Minnesota state agencies have diverse and unique needs that cannot be met by the pre-packaged content sets provided by Options 2 and 3. This plan provides agencies with maximum flexibility to purchase custom online legal, investigative, law enforcement, and other Thomson Reuters/West products and solutions that are specifically tailored to the research needs of individual agencies and end users (including content and features, number of users, and

contract length). Offering customized packages allows an agency to enjoy the best value, in terms of both price and content.

Price schedules are not available under this plan as the custom agency-specific pricing will be negotiated with the purchasing agency based on its research needs. Additional charges may be applicable related to implementation and migration needs. West can also provide agencies with free trial access. Please contact your local West government representative for more information about these custom plans and obtain your discount.

Option 7A – Category 2 Products: Legal Research

If an agency's legal research needs differ from or extend beyond the pre-packaged content sets offered under Options 2A-2D, we can customize a legal research package that is specific to the agency's needs.

In addition to Westlaw, Thomson Reuters offers additional legal products and solutions that may be of interest to Minnesota state agencies, such as, but not limited to, legal know-how/practical legal guidance, legal drafting assistance, Knowledge Management, contract management, enhanced legal research platforms (e.g., Westlaw Edge), continuing legal education (CLE), AAR (AI assisted legal tool), virtual hearings, digital evidence management, digital identity, case management, and court management, workflow solutions that include—but are not limited to—matter and document management, and management of right-to-know requests and Title IX workflows.

Option 7B - Category 2 Products: Investigative Research

When an agency's investigative research and law enforcement needs differ from or extend beyond the pre-packaged content sets offered under Option 3, we can work with individual purchasing agencies to create custom special packages that are specific to an agency's investigative research needs.

Under the custom packages option, agencies can enhance their investigative research subscription with a range of premium tools, features, and services. Thomson Reuters' supplementary products and technology offer a comprehensive suite of solutions, including identity verification and confirmation and risk scoring for individuals and businesses, real-time gateway access to incarceration and arrest records, global risk information, law enforcement information platform, license plate recognition data, additional data delivery modes including batch processing for high-volume searching and alerting, system-to-system via Application Programming Interface (API) capability (which integrates query and result retrieval directly into internal user applications), fraud detection, investigative case management, risk analytics, network analysis, document verification and biometrics, adverse media, employee and vendor screening, and other investigative tools.

This option provides agencies with maximum flexibility to purchase custom online investigative, law enforcement, and other Thomson Reuters/West products and solutions specifically tailored to the research needs of individual agencies and end users (including content and features, number of users, and contract length).

Option 7C - Category 2 Products: Audit, Tax, and Accounting Research

If an agency's tax research needs differ from or extend beyond the pre-packaged content sets offered under Options 4A-4B, we can customize a tax research package that is specific to the agency's needs.

In addition to Checkpoint content included in this offer, Thomson Reuters offers additional tax and accounting research solutions that may be of interest to Minnesota state agencies, such as, but not limited to U.S. international taxation and foreign taxation resources; WG&L tax and accounting treatises; estate planning content; payroll tax content; pension & benefit content; PPC accounting and audit content and tools; and WG&L accounting content.

Westlaw Features and Services

[Applies to Options 2A, 2B, 2C, 2E Only]

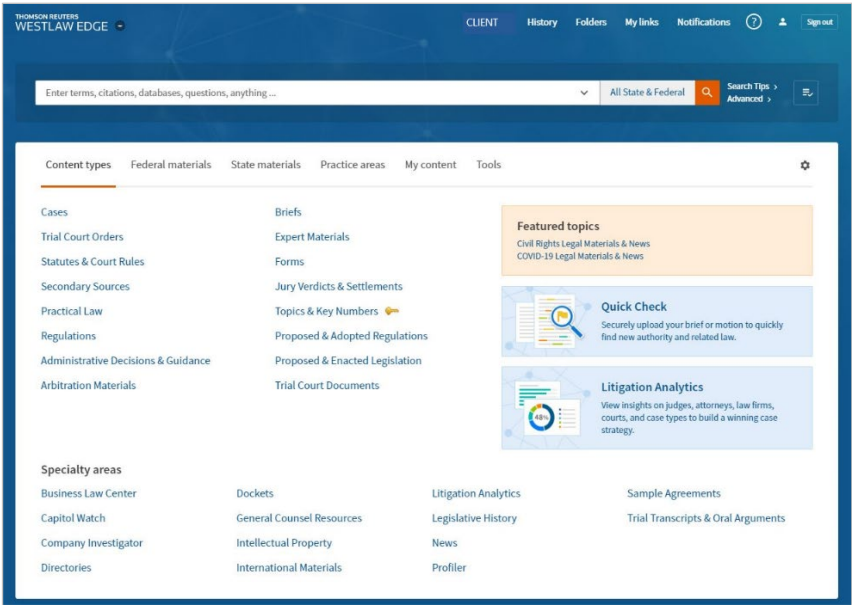
Westlaw Platform

Westlaw provides legal researchers with access to exclusive resources, proprietary tools, and technology no other research provider can offer.

- **Authoritative content**—With the most trusted primary law resources and leading analytical titles cited most often in court—all in one place and always available—researchers have access to all the relevant information they need to answer a legal question.
- **Attorney editor enhancements**—For more than a century, our attorney editors have been analyzing, summarizing, and classifying the law. By developing proprietary innovations like the West Key Number System, KeyCite, headnotes, and Notes of Decisions, we make the content better organized and connected so it's easier for researchers to find accurate answers quickly.
- **Industry-defining technology**—Our research innovations, such as WestSearch, an award-winning mobile app, Folder Analysis, Research Recommendations, Search Suggestions, and Graphical Statutes connect content and our proprietary analysis of the law in unparalleled ways so legal professionals can conduct research faster and with more accuracy. Advanced, yet intuitive, easy-to-use functionality helps researchers be more efficient.
- **Best-in-class legal expertise**—With our long history of expertise and award-winning innovation in the industry, Westlaw is the gold standard of legal research, consistently preferred over all other legal research systems, year after year.

With Westlaw, researching is more complete, accurate, and faster.

WESTLAW EDGE HOMEPAGE



The header at the top of the page is available from any Westlaw Edge page. It includes the search box that lets users enter searches and more. Researchers can easily access previous research and change client IDs to reflect their current research activity. Researchers can also quickly access their research in folders and favorites. In addition to using the search box, researchers can also browse to specific content types and specialty areas.

Searching Westlaw

WestSearch, a search engine designed specifically for legal research, incorporates more than a century of proprietary analysis of the law and exclusive tools such as the West Key Number System, KeyCite, headnotes, Notes of Decisions, indexes, and secondary sources to deliver documents relevant to a search query.

WestSearch provides easy-to-use features, including the following:

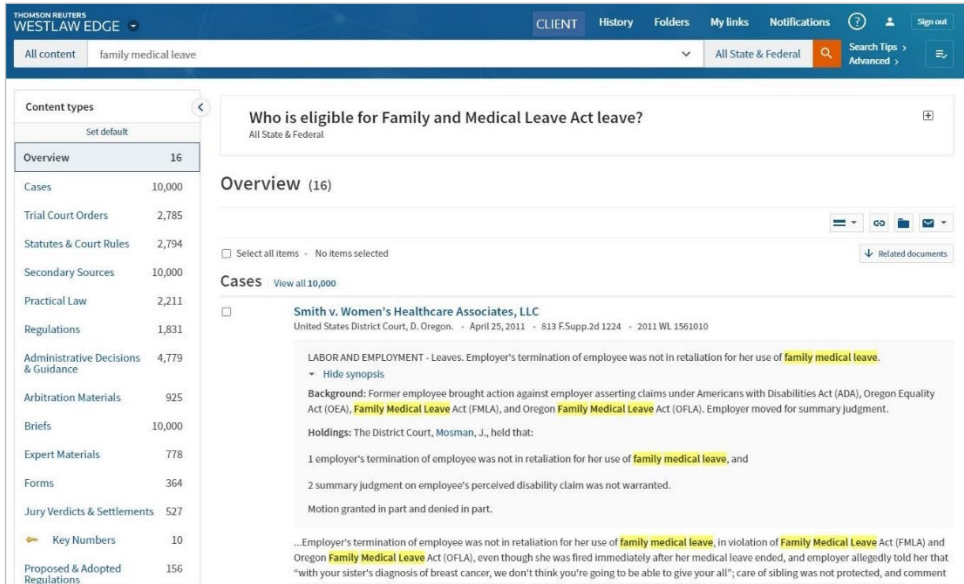
- **Language**—WestSearch addresses the legal research challenges of language variety and language commonality. Leveraging Westlaw’s proprietary editorial enhancements, WestSearch delivers relevant documents even when the legal term of art that is used to describe the particular legal concept, fact pattern, or issue in a jurisdiction is not known (language variety). WestSearch also helps researchers get relevant results even when the search contains common language (language commonality) by identifying legal issues, following connections between documents, and returning highly relevant documents—even if they use phrasing different from the query. No other search engine can do this as well without the editorial enhancements on Westlaw.
- **Research Recommendations**—Westlaw makes recommendations by analyzing the documents a user interacts with in a single research session. Recommendations include additional relevant cases, statutes, secondary sources, and key numbers.
- **Snapshots**—Users can access basic information on legal professionals (i.e., attorneys, judges, and experts), companies, and popular statutes.
- **Best Portion**—Westlaw provides a navigation tool when running a plain language search that identifies the “best” portion in up to four sections in a document. Researchers use Best Portion as a guide to determine the relevancy of a document.
- **Search Box**—The multi-functional search box at the top of every Westlaw page recognizes plain language, Terms and Connectors, citations, KeyCite commands, party names, and category page names. Researchers simply type their legal issue in the search box and select a jurisdiction. WestSearch delivers relevant results even if they don’t include the search terms entered in the search box.

A search on Westlaw searches all the content included in Westlaw’s 16 categories of core content:

- | | |
|---|-------------------------------------|
| ▪ Administrative Decisions and Guidance | ▪ Pleadings, Motions, and Memoranda |
| ▪ Arbitration Materials | ▪ Practical Law |
| ▪ Briefs | ▪ Proposed and Adopted Regulations |
| ▪ Cases | ▪ Proposed and Enacted Legislation |
| ▪ Expert Materials | ▪ Regulations |
| ▪ Forms | ▪ Secondary Sources |
| ▪ Key Numbers | ▪ Statutes and Court Rules |
| ▪ Jury Verdicts and Settlements | ▪ Trial Court Orders |

Westlaw also provides access to public records, dockets (including searchable Docket PDFs), news, business and company information, sample agreements, legislative history, trial and oral argument transcripts, patents, international materials, and directories.

SEARCH RESULTS VIEW – WESTLAW EDGE



The screenshot shows the Westlaw Edge interface. The search query is "Who is eligible for Family and Medical Leave Act leave?". The left column, titled "Content types", lists various legal categories with their respective document counts. The "Overview" category is selected, showing 16 documents. The main display area shows the "Overview" of the search results, including a list of cases and a detailed summary of the first case, "Smith v. Women's Healthcare Associates, LLC".

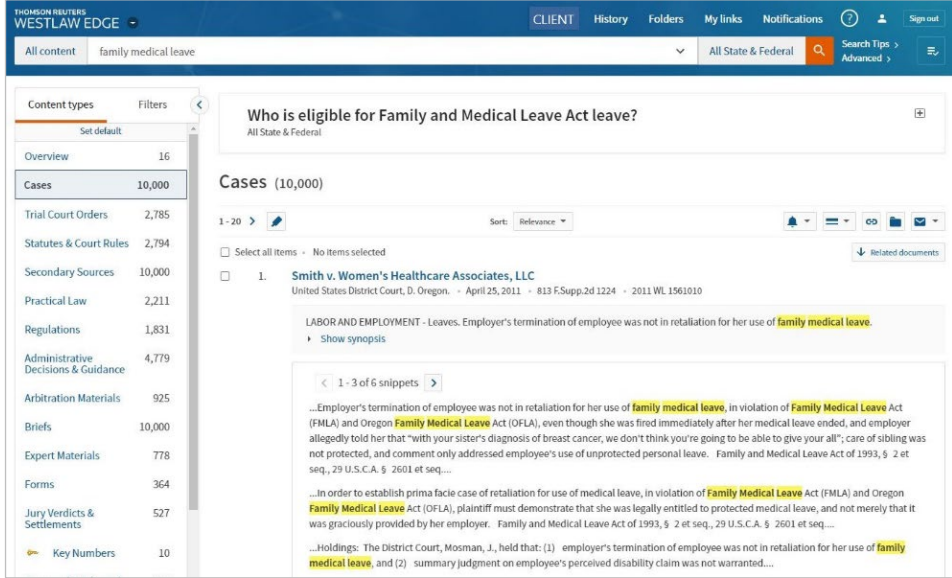
Content types	Count
Overview	16
Cases	10,000
Trial Court Orders	2,785
Statutes & Court Rules	2,794
Secondary Sources	10,000
Practical Law	2,211
Regulations	1,831
Administrative Decisions & Guidance	4,779
Arbitration Materials	925
Briefs	10,000
Expert Materials	778
Forms	364
Jury Verdicts & Settlements	527
Key Numbers	10
Proposed & Adopted Regulations	156

The **left column** provides search results and the number of documents for each of the core content categories from the jurisdiction selected. Click a category to drill down. The **main display** provides answers to common questions related to the search and shows the most relevant documents for the core content categories (e.g., Cases). A quick link lets you see related documents that can supplement your research. Highlighted search terms help you evaluate the relevance of the document.

Exploring Search Results

The left column of a search result provides the results for each of the content categories from the jurisdiction selected. Researchers can drill down further into a category by clicking it.

EXPLORING SEARCH RESULTS – WESTLAW EDGE



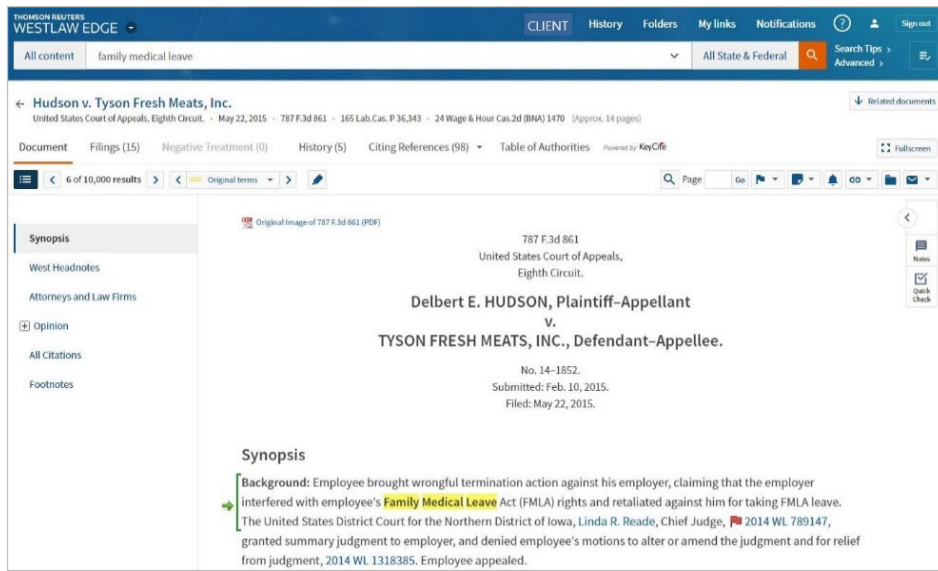
The screenshot shows the Westlaw Edge interface with the "Cases" category selected in the left column. The main display area shows a list of cases, with the first case, "Smith v. Women's Healthcare Associates, LLC", expanded to show its full text. The text includes the court name, date, and a summary of the case, with search terms highlighted in yellow.

Click the **Cases** category in the left column to show just the results list for cases. The **display** lists the cases along with the case summary and highlighted terms in context. By default, cases are sorted by relevance, but you can also sort by other factors such as date. A quick link lets you see related documents that can supplement your research.

Viewing and Navigating Search Results

Westlaw lets researchers easily customize the type of information presented to them, including how much information is presented on the results page. Documents on Westlaw are presented in a full-page format. The addition of white space dramatically increases readability.

VIEWING AND NAVIGATING SEARCH RESULTS – WESTLAW EDGE



The screenshot shows the Westlaw Edge interface for the case **Hudson v. Tyson Fresh Meats, Inc.**, United States Court of Appeals, Eighth Circuit, May 22, 2015. The document is 14 pages long. The synopsis states: "Background: Employee brought wrongful termination action against his employer, claiming that the employer interfered with employee's Family Medical Leave Act (FMLA) rights and retaliated against him for taking FMLA leave. The United States District Court for the Northern District of Iowa, Linda R. Reade, Chief Judge, 2014 WL 789147, granted summary judgment to employer, and denied employee's motions to alter or amend the judgment and for relief from judgment, 2014 WL 1318385. Employee appealed."

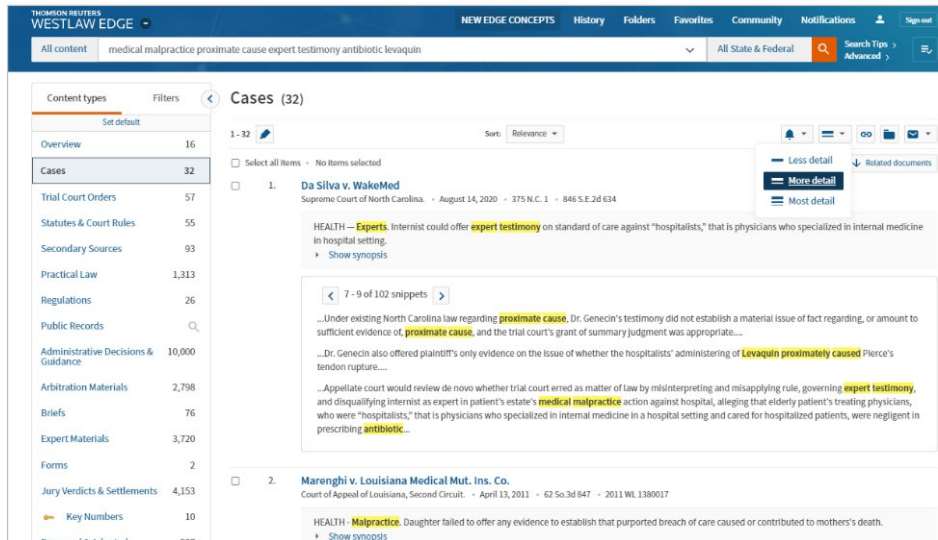
The **tabs** provide easy access to information related to the document, such as filings and KeyCite citator information, including litigation history, negative treatments, and citing references.

The **tool bar** simplifies navigation within results. You can easily move between and within documents.

The **Full Screen Mode** icon lets you see the document in an easy-to-read, full-screen format.

With the navigation carousel, researchers can navigate all search term snippets or Select Highlighting terms without leaving the results.

NAVIGATING SEARCH RESULTS – WESTLAW EDGE



The screenshot shows the Westlaw Edge interface for the search term "medical malpractice proximate cause expert testimony antibiotic levaquin". The results are sorted by Relevance. The first case is **Da Silva v. WakeMed**, Supreme Court of North Carolina, August 14, 2020. The synopsis states: "HEALTH — Experts. Internist could offer expert testimony on standard of care against 'hospitalists,' that is physicians who specialized in internal medicine in hospital setting. ... Under existing North Carolina law regarding proximate cause, Dr. Genecin's testimony did not establish a material issue of fact regarding, or amount to sufficient evidence of, proximate cause, and the trial court's grant of summary judgment was appropriate. ... Dr. Genecin also offered plaintiff's only evidence on the issue of whether the hospitalists' administering of Levaquin proximately caused Pierce's tendon rupture. ... Appellate court would review de novo whether trial court erred as matter of law by misinterpreting and misapplying rule, governing expert testimony, and disqualifying internist as expert in patient's estate's medical malpractice action against hospital, alleging that elderly patient's treating physicians, who were 'hospitalists,' that is physicians who specialized in internal medicine in a hospital setting and cared for hospitalized patients, were negligent in prescribing antibiotic. ..."

Use the carousel to navigate search term snippets from the document in both Boolean and Terms and Connectors query results.

Navigation carousel is also available in Search within results.

Choose up to five Select Highlighting terms to generate new snippets, and search results display new snippets generated only by chosen Select Highlighting terms.

Westlaw enables you to work smarter and faster with intuitive analytical and organizational tools.

ANALYTICAL AND ORGANIZATIONAL TOOLS – WESTLAW EDGE

THOMSON REUTERS
WESTLAW EDGE

CLIENT History Folders My links Notifications Sign out

All content family medical leave

Hudson v. Tyson Fresh Meats, Inc.
United States Court of Appeals, Eighth Circuit - May 22, 2015

Document Filings (15) Negative Treatment (0)

6 of 10,000 results Original terms

Synopsis

West Headnotes

Attorneys and Law Firms

Opinion

All Citations

Footnotes

History View all

Recent clients

6115233

All

Searches

Documents

Hudson v. Tyson Fresh Meats, Inc.
C.A.8 (Iowa) - May 22, 2015 - 787 F.3d 863 2/8/2022 - 12:11 PM

family medical leave (16)
Overview - Plain Language - All State & Federal 2/8/2022 - 12:09 PM

Who is eligible for Family and Medical Leave Act leave (2,102)
Cases - Plain Language - All State & Federal 2/8/2022 - 12:05 PM

Who is eligible for Family and Medical Leave Act leave? (16)
Overview - Plain Language - All Federal 2/8/2022 - 12:03 PM

View this history

Filed: May 22, 2015.

Synopsis

Background: Employee brought wrongful termination action against his employer, claiming that the employer interfered with employee's Family Medical Leave Act (FMLA) rights and retaliated against him for taking FMLA leave. The United States District Court for the Northern District of Iowa, Linda R. Roede, Chief Judge, 2014 WL 789147.

Research History gives you quick access to your previous work up to one year later.

Research Folders allow you to drag-and-drop key documents and text snippets into folders, which you can share with team members across the office or across the country—in real time.

Annotation Tools let you highlight text online and add a note to a document or snippet of highlighted text for later reference.

WestSearch Plus

WestSearch Plus uses AI to guide users to answers to legal questions faster. The innovative legal search engine uses machine learning, natural language processing, citation networks, and our exclusive West Key Number System to return the relevant documents researchers are seeking and quickly leads users to answers to thousands of types of legal questions.

WESTSEARCH PLUS - WESTLAW EDGE

fraudulent conveyance

All Federal

Search

Suggestions

Are punitive damages available on a fraudulent transfer claim?
All Federal

Cases

Is a transferee a necessary party in a fraudulent conveyance action?
All Federal

Statutes & Court Rules

When is a transfer fraudulent under the Uniform Fraudulent Transfer Act?
All Federal

Regulations

Search Suggestions

Cases with the Key Number for bankruptcy/ the estate/ fraudulent transfers/ fraudulent conveyances in general

Cases with the Key Number for fraudulent conveyances/ criminal responsibility/ offenses

Cases with the Key Number for fraudulent conveyances/ criminal responsibility/ criminal prosecutions

Cases with the Key Number for exemptions/ forfeiture/ fraudulent conveyance or concealment

Cases with the Key Number for fraudulent conveyances/ criminal responsibility/ penalties and actions therefor

Administrative Decisions & Guidance

Proposed & Enacted Legislation

Get the information you need faster—As you enter your legal query, predictive type-ahead serves up the most relevant Search Suggestions for a more focused result.

Superior predictive research suggestions across thousands of legal topics delivers authoritative answers faster. Predictive type-ahead leverages AI to reveal relevant queries in the search box. Select a suggested query for the most relevant text without needing to scan the entire results list. Filter results by selecting a specific content type, such as cases, statutes, regulations, and secondary sources.

Westlaw, Investigative, and Other Solutions for the Minnesota Department of Administration

Page 37

Revised 5/6/2025

Claims Explorer [\[available in Option 7A only\]](#)

Claims Explorer on Westlaw Precision with CoCounsel simplifies your claims and counterclaims research by identifying relevant claims based on your facts. When you enter the facts of your case, Claims Explorer generates a list of relevant claims to consider, and each claim includes an explanation to help you quickly understand why it was surfaced and whether it is worth researching further. Claims Explorer can help you avoid missed claims and prevent amendments, dismissals, or losing a claim; save time by efficiently finding relevant statutory, common law, and constitutional claims; and identify strong claims confidently, even with incomplete information.

AI-Assisted Research [\[available in Option 7A only\]](#)

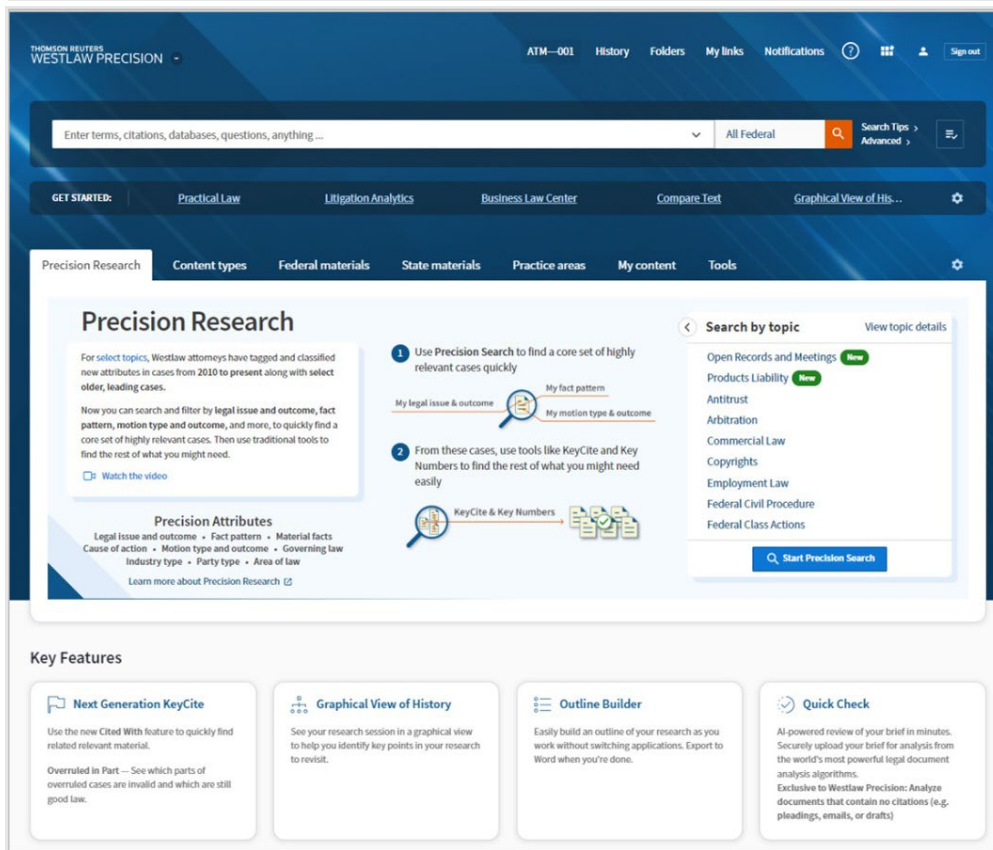
AI-Assisted Research on Westlaw Precision with CoCounsel enhances legal research by providing relevant answers to legal questions, supported by authoritative links. Leveraging trusted Westlaw authority, the AI-Assisted Research delivers summarized responses with insights from top results, including key cases, statutes, and regulations. Users can ask legal questions in everyday language and receive detailed, reliable insights from top results, along with a list of key cases, statutes, and regulations and without fabricating citations. AI-Assisted Research provides faster, better research, so you can get a jumpstart on your research with faster answers to legal questions, reduce time spent sifting through results, easily access to supporting authority, refine results through conversational queries, and feel more confident you are taking your research in the right direction.

Precision Research [\[available in Option 7A only\]](#)

Precision Research, only available on Westlaw Precision, is built on our long history of editorial excellence. Hundreds of highly trained attorney editors, guided by expert practitioners, reviewed more than 100,000 cases and tagged legal issues, fact patterns, causes of action, motion outcomes, and more. Coverage for each topic goes back to 2010, plus older leading cases. Topics continue to be expanded and added, including thousands of new annotations every day.

As the first step in difficult, no-stone-left-unturned research tasks, Precision Research is far more effective in helping you find a core set of highly relevant cases to use as a starting point than ever before. Those core cases can then be used to quickly identify additional relevant cases using existing research methods.

PRECISION RESEARCH – WESTLAW PRECISION



Precision Research

For select topics, Westlaw attorneys have tagged and classified new attributes in cases from 2010 to present along with select older, leading cases.

Now you can search and filter by legal issue and outcome, fact pattern, motion type and outcome, and more, to quickly find a core set of highly relevant cases. Then use traditional tools to find the rest of what you might need.

[Watch the video](#)

Precision Attributes

Legal issue and outcome • Fact pattern • Material facts
Cause of action • Motion type and outcome • Governing law
Industry type • Party type • Area of law

[Learn more about Precision Research](#)

Search by topic [View topic details](#)

- Open Records and Meetings **New**
- Products Liability **New**
- Antitrust
- Arbitration
- Commercial Law
- Copyrights
- Employment Law
- Federal Civil Procedure
- Federal Class Actions

[Start Precision Search](#)

Key Features

- Next Generation KeyCite**
Use the new Cited With feature to quickly find related relevant material.
Overruled in Part — See which parts of overruled cases are invalid and which are still good law.
- Graphical View of History**
See your research session in a graphical view to help you identify key points in your research to revisit.
- Outline Builder**
Easily build an outline of your research as you work without switching applications. Export to Word when you're done.
- Quick Check**
AI-powered review of your brief in minutes. Securely upload your brief for analysis from the world's most powerful legal document analysis algorithms.
Exclusive to Westlaw Precision: Analyze documents that contain no citations (e.g., pleadings, emails, or drafts)

Precision Research allows you to search, filter, browse, and find legally and factually similar cases faster and more effectively than ever before.

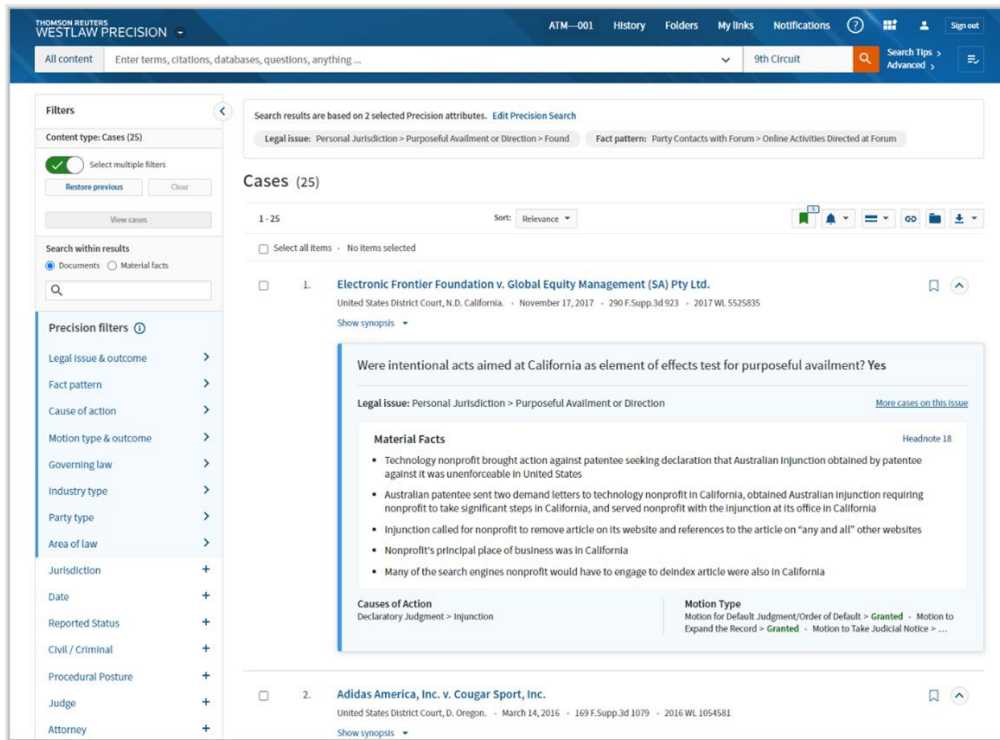
SEARCH WITH CONFIDENCE

Precision Research addresses **language variation** that could impact your search results. Feel more confident you haven't missed an important case due to a query that doesn't include a certain word or phrase, knowing Precision Research accounts for these alternate terms.

SPEED MEETS PRECISION

Zero in on the most on-point cases for your issue with **Precision Filters**. Run a search to gather all the potentially relevant cases, then drill down to cases that have the correct legal issue & outcome, fact pattern, cause of action, motion type & outcome, party type, material facts, and/or area of law.

PRECISION RESEARCH – WESTLAW PRECISION



THOMSON REUTERS
WESTLAW PRECISION

ATM-001 History Folders My links Notifications Sign out

All content Enter terms, citations, databases, questions, anything ... 9th Circuit Search Tips > Advanced >

Filters

Content type: Cases (25)

Select multiple filters

Restore previous Clear

View cases

Search within results

Documents Material facts

Q

Precision filters

Legal issue & outcome >

Fact pattern >

Cause of action >

Motion type & outcome >

Governing law >

Industry type >

Party type >

Area of law >

Jurisdiction +

Date +

Reported Status +

Civil / Criminal +

Procedural Posture +

Judge +

Attorney +

Search results are based on 2 selected Precision attributes. Edit Precision Search

Legal issue: Personal Jurisdiction > Purposeful Availment or Direction > Found Fact pattern: Party Contacts with Forum > Online Activities Directed at Forum

Cases (25)

1 - 25 Sort: Relevance

Select all items No items selected

1. **Electronic Frontier Foundation v. Global Equity Management (SA) Pty Ltd.**

United States District Court, N.D. California. - November 17, 2017 - 290 F.Supp.3d 923 - 2017 WL 525835

Show synopsis

Were intentional acts aimed at California as element of effects test for purposeful availment? Yes

Legal issue: Personal Jurisdiction > Purposeful Availment or Direction [More cases on this issue](#)

Material Facts

Headnote 18

- Technology nonprofit brought action against patentee seeking declaration that Australian injunction obtained by patentee against it was unenforceable in United States
- Australian patentee sent two demand letters to technology nonprofit in California, obtained Australian injunction requiring nonprofit to take significant steps in California, and served nonprofit with the injunction at its office in California
- Injunction called for nonprofit to remove article on its website and references to the article on "any and all" other websites
- Nonprofit's principal place of business was in California
- Many of the search engines nonprofit would have to engage to deindex article were also in California

Causes of Action

Declaratory Judgment > Injunction

Motion Type

Motion for Default Judgment/Order of Default > **Granted** - Motion to Expand the Record > **Granted** - Motion to Take Judicial Notice > ...

2. **Adidas America, Inc. v. Cougar Sport, Inc.**

United States District Court, D. Oregon. - March 14, 2016 - 169 F.Supp.3d 1079 - 2016 WL 1054581

Show synopsis

Leverage Precision Filters to drill down to only the cases that were decided a particular way, resolved a particular motion, or brought by a particular type of party.

USE BROWSE BOXES IN SEARCH RESULTS

Use **Browse Boxes** directly from the search results to quickly view a case summary identifying the legal issue most closely related to your search along with the outcome, the material facts, causes of action, and motion type. Easily determine if a search result is relevant without having to read into cases that are not as responsive to your specific situation.

FIND SIMILAR CASES

Once an on-point case has been found, use **More Like This** to help find additional cases similar in precisely the ways that matter – similarity indicators show how well each case matches various attributes. Browse a new list of cases all tied by the legal issue selected and view similarity indicators to show how well each case matches various case attributes.

KeyCite Citator Service

KeyCite is our online citation research service. It is a full-service citator that helps users trace the history of a case, statute, patent, trademark, administrative decision, or regulation to determine whether it is still good law or whether a patent or trademark is still valid. KeyCite also retrieves citing references, which include cases, statutes, regulations, practical law, court documents, administrative materials, and secondary sources. KeyCite is also a case finder. KeyCite integrates editorially enhanced case law, the full text of headnotes, Notes of Decisions, and topic and key numbers to provide maximum case-finding power. Search results can be limited using the topic and key number, the master classification system of U.S. law.

- **KeyCite is accurate**—All cases added to KeyCite undergo rigorous editorial analysis. Experienced, highly trained KeyCite Analysts analyze all case history and negative references and describe the direct history in terms used by the citing court in its opinion, not arcane editorial codes. Attorney editors then verify all direct history for published decisions and add negative indirect history.
- **KeyCite is comprehensive**—KeyCite is available for cases, statutes, regulations, patents, trademarks, and a vast collection of secondary sources and administrative material.
- **KeyCite is current**—The same day a Reported case appears on Westlaw, it is represented in KeyCite. Direct history, which traces a case through the appellate process and includes prior and subsequent history, is added to KeyCite within 24 hours of a reported opinion loaded to Westlaw and within 48 hours of an unreported opinion loaded to Westlaw. Overrulings and abrogations that are not in the direct appellate chain of Supreme Court and high priority court cases are identified by attorney editors and generally added to KeyCite within 24 hours of receipt of a case. Other indirect history for U.S. Supreme Court decisions is generally added within 24 hours of receipt and within a few days for Federal Court of Appeals and state high court decisions. Lower courts may take longer.
- **KeyCite is easy to use**—KeyCite uses visual elements to help users identify and evaluate information.

Status Flags—A KeyCite status flag indicates that information for a document is available in KeyCite.	
	Overruling Risk: Indicates that a document may no longer be good for at least one point of law based on its reliance on an overruled or otherwise invalid prior decision.
	Case Law: Warns that a case/administrative decision is no longer good law for at least one of the points it contains. Statutes: Warns that a statute/regulation has been amended, repealed, or superseded, or that it has been found to be unconstitutional/preempted.
	Case Law: A red-striped flag indicates a case is no longer good for at least one <u>identified</u> point of law. (Overruled in Part is available only in Westlaw Precision.)
	Case Law: Warns that a case/administrative decision has negative history, but that it hasn't been reversed or overruled. Statutes: Warns that a statute/regulation was renumbered or transferred, had its validity called into doubt, or is affected by pending legislation.
	Case Law: Warns that a case has been appealed to the U.S. Court of Appeals or the U.S. Supreme Court (excluding appeals originating from agencies).

Depth of Treatment Bar—KeyCite uses the depth of treatment bar to reveal how one case discusses another.

 **Examined:** The citing case contains an extended discussion of the cited case, usually more than a printed page of text.

 **Discussed:** The citing case contains a substantial discussion of the cited case, usually more than a paragraph but less than a printed page.

 **Cited:** The citing case contains a discussion of the cited case, usually less than a paragraph.

 **Mentioned:** The citing case contains a brief reference to the cited case, usually in a string citation.

Quotation Marks—KeyCite uses quotation marks to show where one case quotes another. Users can jump to the quoted text within the citing reference.

1. Brief of Plaintiff-Appellee **39**
UNITED STATES OF AMERICA, Plaintiff-Appellee, v. Armando AMIEVA-RODRIGUEZ,
Defendant-Appellant.

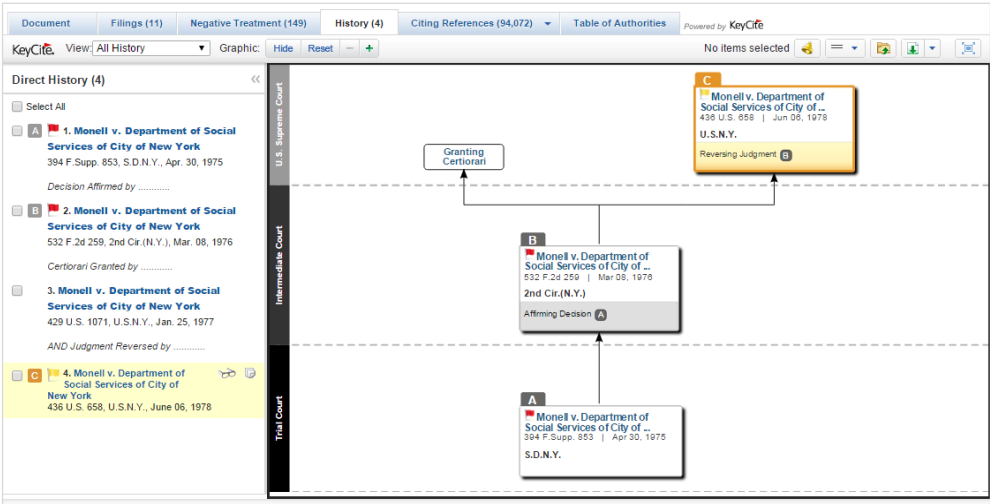
KeyCite Coverage

KeyCite information is available for state and federal cases, including every case in West's National Reporter System and many unpublished cases; federal statutes and regulations; state statutes, regulations, and administrative codes from all 50 states; patents and trademarks issued by the U.S. Patent and Trademark Office; *American Law Reports* (ALR) annotations; law review articles; and administrative decisions of selected state and federal agencies.

Direct Case History and Status—Graphical View

KeyCite provides comprehensive case history, showing the complete appellate history of a case and its final disposition on appeal. With KeyCite, users can display the direct history of a case, which traces the case through the appellate process, in an easy-to-read graphical view. With the graphical view of direct history, every reversal, rehearing, reconsideration, denial of certiorari, or other action in a case is placed in context. As a result, the graphical view can save users valuable time when they are checking the procedural history of a case.

KEYCITE DIRECT HISTORY (GRAPHICAL VIEW)



The case you are checking in KeyCite is clearly marked. Click the case name to view the full text of the case. Click Granting Certiorari to view the full text of the case granting certiorari. Navigate to other useful information, such as negative history or all citing references.

WESTLAW ADVANTAGE—Graphical KeyCite

Graphical KeyCite allows you to see a “picture” of the direct history of a case, so you can quickly determine how a case has moved through the court system. It is simply the fastest way to understand the direct history of a case. Everything you need to see is on one, easy-to-read display, so you save the time it takes to scroll through text.

A picture is worth a thousand words.

- Graphical KeyCite visually depicts how a case has moved through the court system; lowest courts are at the bottom and highest court at the top.
- Case opinions and court documents are linked directly to Westlaw; just click a case or court document link, view it, and click right back to the graphical view.
- Graphical KeyCite clearly labels the original case. A case's citation, title, jurisdiction, date, and history treatments are displayed in each case box.
- For a closer look at a procedural box, just point to it and the case title and cite information is displayed.

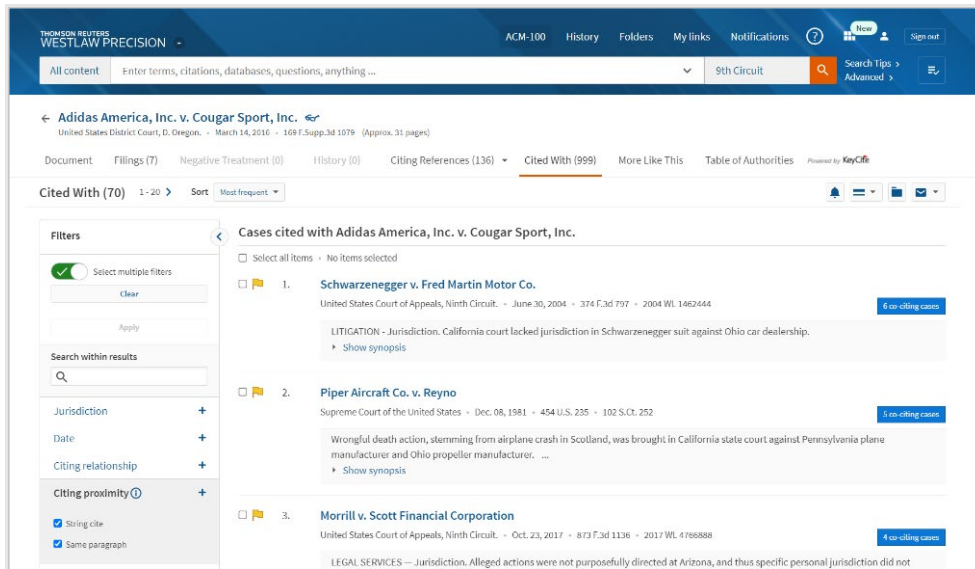
KeyCite Alert

KeyCite Alert helps users stay current on their research by monitoring the status of KeyCite information for cases, statutes, patents, trademarks, administrative decisions, regulations, and law reviews. KeyCite Alert automatically sends notices when the information in KeyCite changes. Users can specify how often they want KeyCite Alert to check for new information (e.g., daily, weekly, monthly), as well as how the updates are to be delivered (e.g., Word document, PDF, In-line HTML).

KeyCite Cited With [available in Option 7A only]

View cases frequently cited together, even if neither cites the other, making it easier to find connections between cases and identify changes in how the law has developed. The Cited With tab displays a list of cases that are cited most frequently with the case you are viewing.

KEYCITE CITED WITH – WESTLAW PRECISION



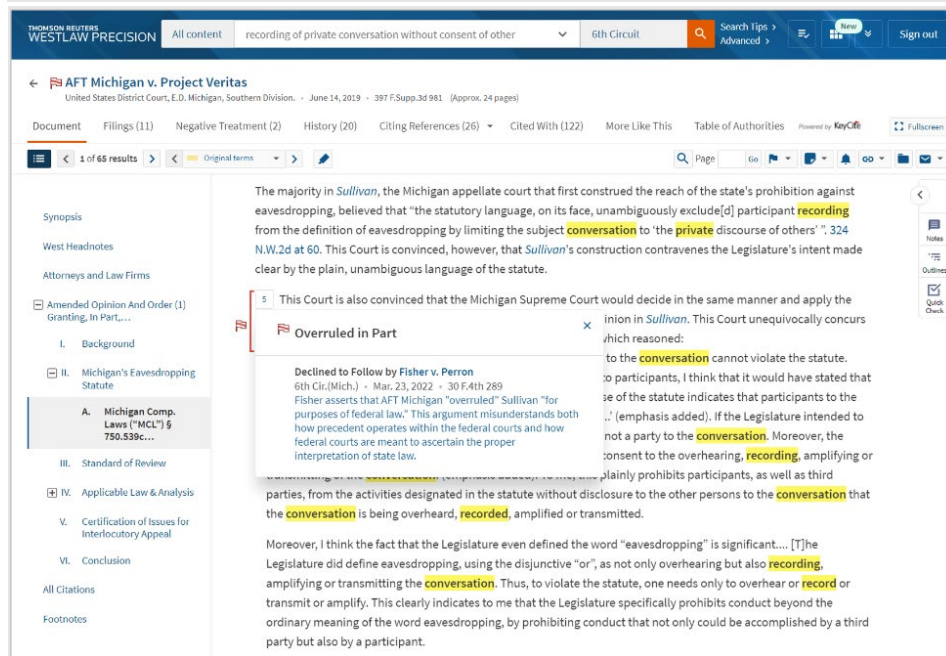
The screenshot displays the Westlaw Precision interface. At the top, the navigation bar includes 'All content', a search bar, and a dropdown menu set to '9th Circuit'. Below the navigation bar, the case 'Adidas America, Inc. v. Cougar Sport, Inc.' is selected, with tabs for 'Document', 'Filings (7)', 'Negative Treatment (0)', 'History (0)', 'Citing References (136)', 'Cited With (999)', 'More Like This', and 'Table of Authorities'. The 'Cited With (70)' tab is active, showing a list of cases cited with the selected case. On the left, there are filters for 'Jurisdiction', 'Date', 'Citing relationship', and 'Citing proximity'. The main list shows three cases: 1. 'Schwarzenegger v. Fred Martin Motor Co.', 2. 'Piper Aircraft Co. v. Reyno', and 3. 'Morrill v. Scott Financial Corporation'. Each case entry includes a brief description and a 'Show synopsis' link.

KeyCite Cited With helps you quickly find connections between cases that would traditionally be difficult to uncover. A citation proximity filter finds the kinds of connections that are most helpful.

KeyCite Overruled in Part [available in Option 7A only]

Easily identify the specific part of a case that has been invalidated so other valid points of law aren't overlooked. A red-striped flag indicates a case has been overruled in part. Jump directly to the impacted text in the case to view the relevant language from the overruling case.

KEYCITE OVERRULED IN PART – WESTLAW PRECISION



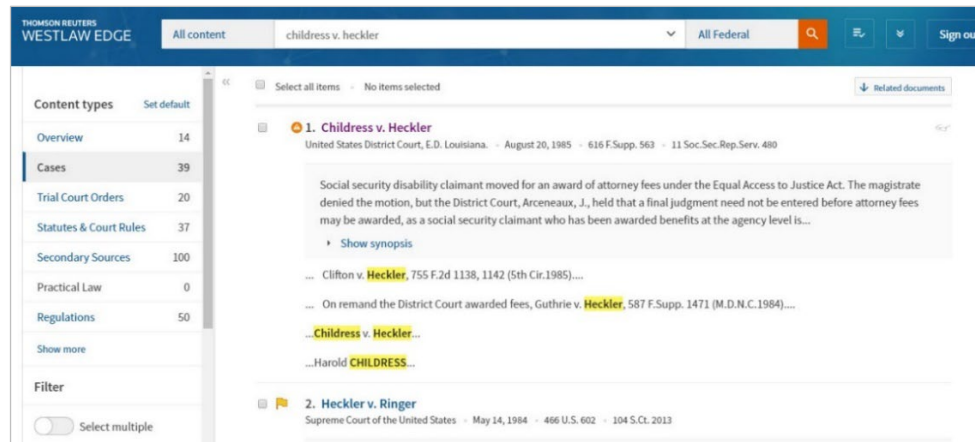
The screenshot shows the Westlaw Precision interface for the case *AFT Michigan v. Project Veritas*. A red-striped flag labeled "Overruled in Part" is visible next to a citation. The text of the opinion is displayed, with the overruled portion highlighted in yellow. The interface includes a sidebar with navigation options like Synopsis, West Headnotes, and a table of authorities.

KeyCite Overruled in Part uses a red-striped flag to indicate a case has been overruled in part and takes you directly to the impacted text in the case.

KeyCite Overruling Risk

Quickly ensure your users are citing good law. KeyCite Overruling Risk cautions users when a point of law in their case has been *implicitly* undermined based on its reliance on an explicitly invalidated prior decision. From the Negative Treatment tab, see links to cases that may have caused the Overruling Risk icon to appear, as well as cases they expressly overruled or abrogated.

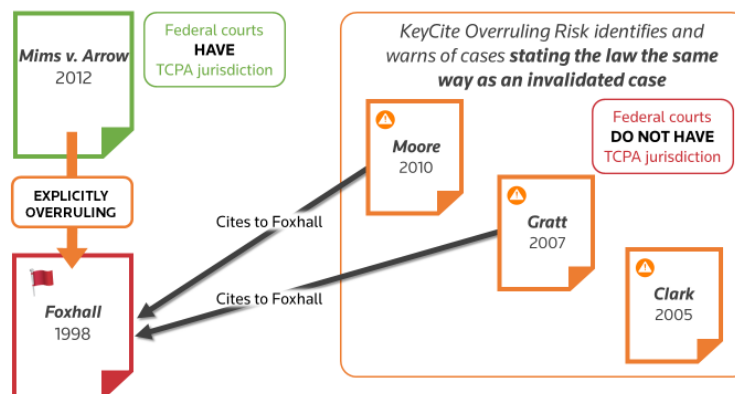
KEYCITE OVERRULING RISK – WESTLAW EDGE



The screenshot shows the Westlaw Edge interface for the case *Childress v. Heckler*. A red-striped flag labeled "Overruling Risk" is visible next to the citation. The text of the opinion is displayed, with the overruled portion highlighted in yellow. The interface includes a sidebar with navigation options like Overview, Cases, and a table of authorities.

Trust that you're citing good law—The orange Overruling Risk warning calls attention to cases within the results list and from atop the document.

Know the current state of the law with artificial intelligence that automatically evaluates the risk that a case cites an implicitly overruled point of law. Legal professionals will be more confident in their research with keen insight into how the current state of law impacts their case.

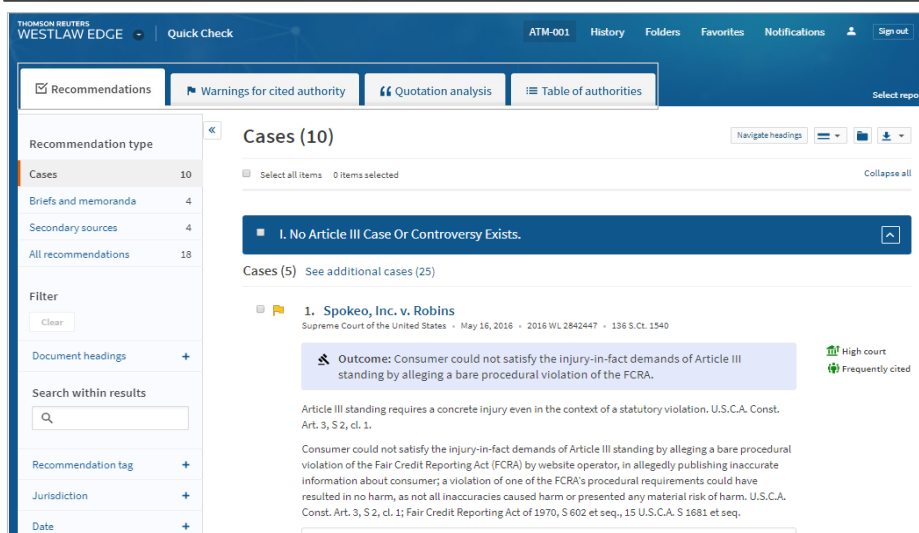


Quick Check

Quick Check quickly reviews user's motions, briefs, or other legal documents to find highly relevant authority, secondary sources, and other related briefs and memoranda to ensure customers find what they may otherwise miss in traditional legal research. Plus, KeyCite is fully integrated to provide the information you need to verify the cases you cite are still good law.

Quick Check leverages advanced AI to examine the text, citations, and structure of an uploaded document to detect the legal issues covered. It then identifies recommendations highly relevant to the issues in the input document, but not otherwise cited. Often, you may see indicators for a specific recommendation, such as from a high court, cited frequently, and decided within the last two years. Exclusive to Westlaw Precision ([available in Option 7A only](#)), Quick Check also can process documents without citations, such as pleadings, draft briefs, and emails from opposing counsel, allowing researchers to more easily get focused caselaw recommendations.

QUICK CHECK – WESTLAW EDGE



Discover a new level of confidence—feel confident you have found the strongest, most relevant authority for your argument.

With Quick Check, review whether an opponent has cited an invalidated, overturned, or abrogated case and quickly see if the point of law impacted is at issue in your matter. Use the omitted authority tab to find cases highly relevant to the issues in your opponent's document but they chose not to cite.

Quotation Analysis provides an at-a-glance report that displays a side-by-side comparison highlighting missing, added, or changed language between case quotes in an uploaded document and cited case language. The report also offers crucial content around the quotes for easily seeing when quotes have been taken too much out of context and allows users to jump into the quoted cases to see additional context. Secondary Sources and Administrative Decisions & Guidance content types within Quick Check provide a robust view of uploaded documents within the Table of Authorities and Quotation Analysis, an exclusive feature. You also can filter on these content types in Quotation Analysis.

With Quick Check Judicial, you can analyze multiple filings from a single matter. Upload up to six documents and receive an easy-to-review report to compare the citations relied upon by each party. Uncover relevant authority that was omitted and quickly verify the accuracy of quotations and citations.

Other Citator Features and Services

In addition to KeyCite, the following citator features and services are available in Drafting Assistant:

- **WestCheck**—WestCheck is our citation-checking service on the web. In addition to verifying the accuracy of citations, WestCheck lets users retrieve KeyCite results, Table of Authorities results, and even Westlaw documents in full-text form. WestCheck can extract and verify state and federal statutes, state and federal court rules, state and federal regulations, select administrative decisions, select treatises, law reviews, and patents.
- **Cited Decisions**—The Cited Decisions service in WestCheck lists the cases cited by a case. It is a useful tool for finding hidden weaknesses in a case because it not only lists the cases on which the case relies, but also shows whether those cases have significant negative history.

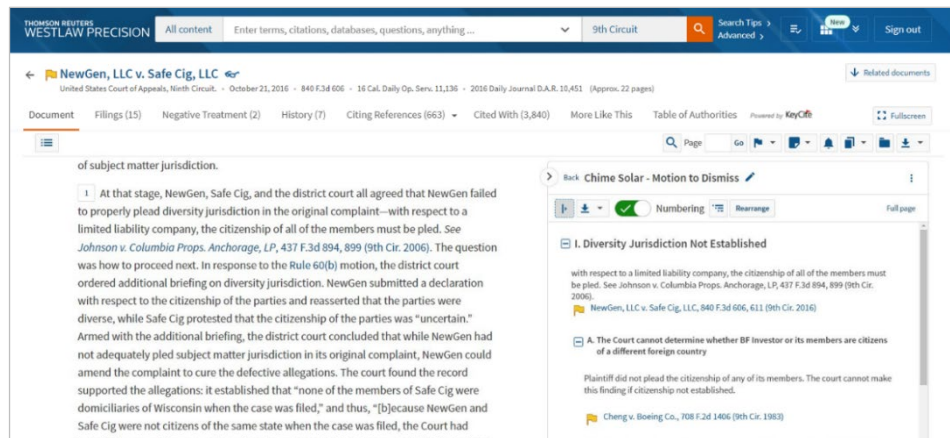
Additional Research Capabilities

In addition to the features and services described above, Westlaw includes additional capabilities to further assist users in their legal research sessions.

Outline Builder [\[available in Option 7A only\]](#)

Efficiently build, edit, and review outlines without leaving Westlaw Precision. While researching, drag and drop text or citations directly into a customizable outline.

OUTLINE BUILDER – WESTLAW PRECISION

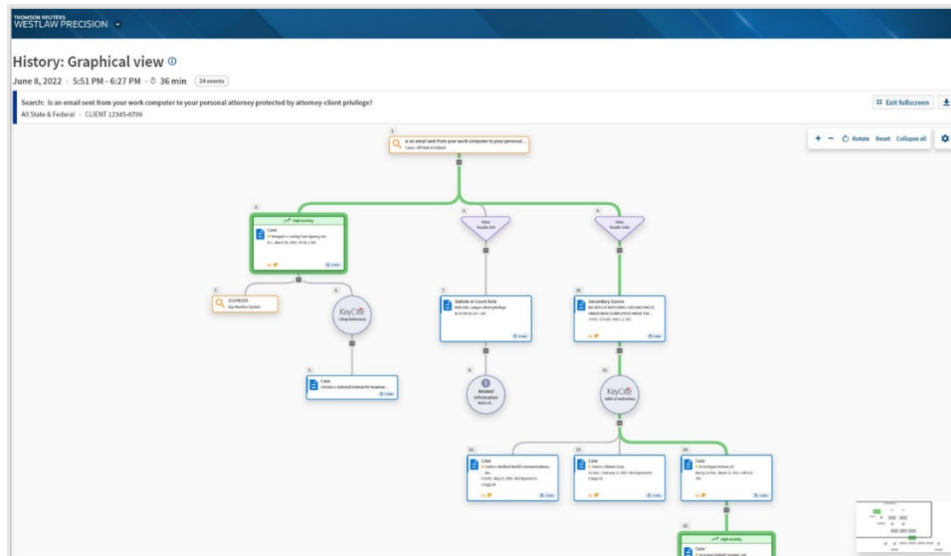


With Outline Builder, you can build, edit, and review outlines within your research flow without needing to switch between a research session and your word processing document.

Graphical View of History [available in Option 7A only]

Navigate back to important documents or successful queries with the ability to pinpoint searches and documents with which you have had more interaction. Those documents are highlighted while those you interacted with least are minimized.

GRAPHICAL VIEW OF HISTORY – WESTLAW PRECISION

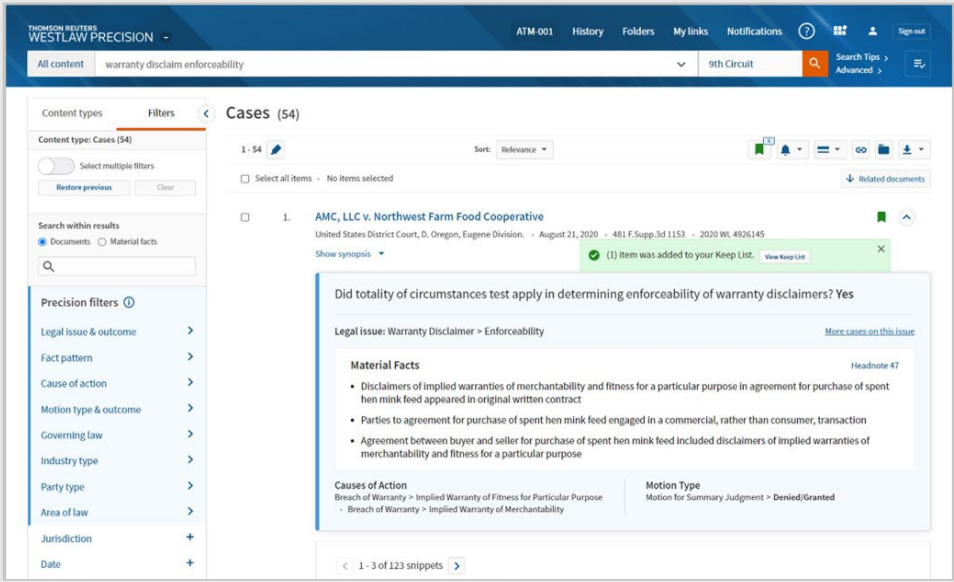


Use Graphical View of History to save time retracing steps or get your research session back on track when a path leads to a dead end. A preview pane shows additional information for each event, such as notes or highlights you added or folders to which you saved documents.

Keep List / Hide Details [available in Option 7A only]

Save potentially useful documents you may want to navigate back to and hide documents you don't want to inadvertently re-review. Use Keep/Hide functionality across multiple searches in the same research session to make your research even more efficient.

KEEP LIST/HIDE DETAILS – WESTLAW PRECISION



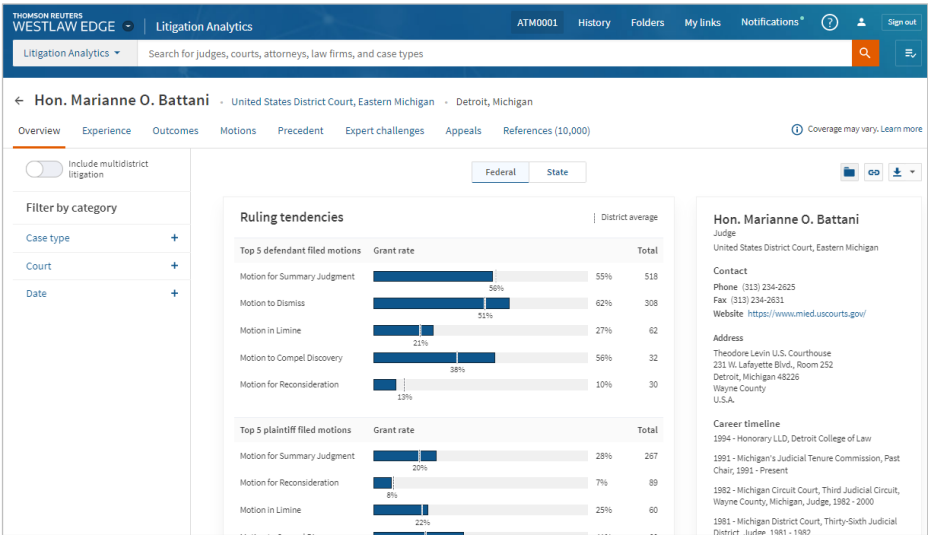
Use Keep List / Hide Details to save potentially useful documents and hide documents you don't want to inadvertently re-review.

No other platform can keep a list of documents or hide their details from a search result list or in multiple searches throughout the same research session.

Litigation Analytics

Integrated Litigation Analytics enables legal professionals to quickly view relevant insights on judges, courts, attorneys, and law firms to help guide the best trial strategy; inform litigation timelines, resource needs, and budgets; and allow for faster, more sophisticated legal research. No other analytics tool has as much data or as many practice areas across both state and federal courts.

LITIGATION ANALYTICS – WESTLAW EDGE



Sharpen your advantage with data-driven insights. Example shown is judge information; data-driven insights are similarly available for courts, attorneys, law firms, and case types.

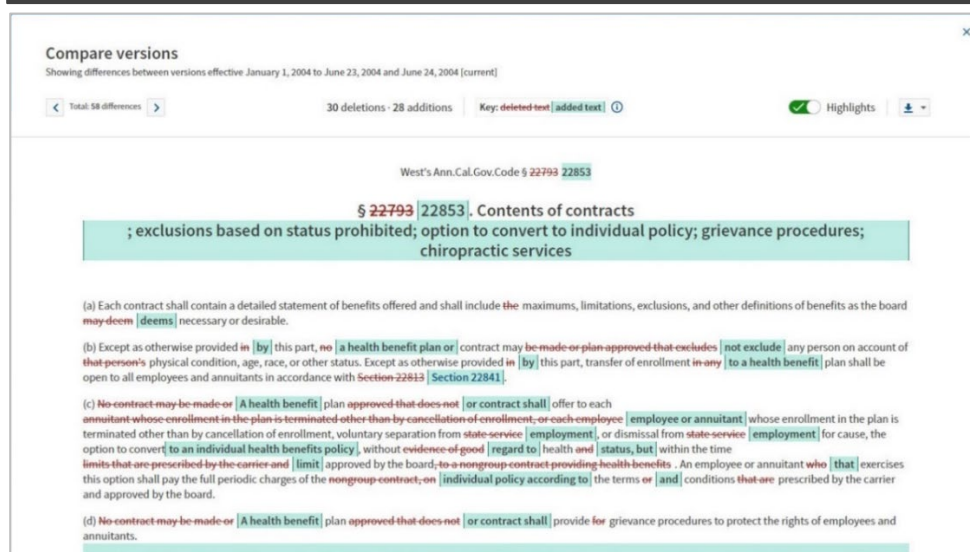
Litigation Analytics covers dockets for every federal case type except bankruptcy. It also includes 9.7 million federal civil court dockets, more than 5 million federal criminal court dockets, and 187 million state court dockets (civil and criminal), plus motion analytics for up to 28 types of federal (and select state) motions. Quickly get up to speed on a prospective matter with granular filtering by motion type, as

well as an exclusive "search within" option to enter your own custom filter within a filter. Build the most powerful case strategy and manage client expectations with relevant, timely insights on judges, courts, attorneys, law firms, and case types. State coverage varies by jurisdiction.

Statutes Compare and Regulations Compare

Statutes Compare and Regulations Compare enable researchers to see statutory or regulatory language changes with just a click of a button and is available for both state and federal statutes, as well as federal and most state regulations. Save time by eliminating the need to go through session laws or the Federal Register to understand how the law has changed and from what authority those changes came. Easily compare the text at the time of your cause of action to the current version to see what has changed.

STATUTES COMPARE AND REGULATIONS COMPARE – WESTLAW EDGE



Compare versions
Showing differences between versions effective January 1, 2004 to June 23, 2004 and June 24, 2004 [current]

Total: 58 differences 30 deletions · 28 additions Key: ~~deleted text~~ **added text** Highlights

West's Ann. Cal. Gov. Code § ~~22793~~ **22853**

§ 22793, 22853. Contents of contracts
; exclusions based on status prohibited; option to convert to individual policy; grievance procedures; chiropractic services

(a) Each contract shall contain a detailed statement of benefits offered and shall include ~~the~~ **deems** maximums, limitations, exclusions, and other definitions of benefits as the board ~~may deem~~ **deems** necessary or desirable.

(b) Except as otherwise provided in ~~by~~ **by** this part, ~~no~~ **a health benefit plan or** contract may ~~be made or plan approved that excludes~~ **not exclude** any person on account of ~~that person's~~ **any person's** physical condition, age, race, or other status. Except as otherwise provided in ~~by~~ **by** this part, transfer of enrollment ~~in any~~ **to a health benefit** plan shall be open to all employees and annuitants in accordance with ~~Section 22813~~ **Section 22841**.

(c) ~~No contract may be made or~~ **A health benefit plan approved that does not** ~~or contract shall~~ **offer to each annuitant whose enrollment in the plan is terminated other than by cancellation of enrollment, or each employee** ~~employee or annuitant~~ **whose enrollment in the plan is terminated other than by cancellation of enrollment, voluntary separation from state service** ~~employment~~ **employment**, or dismissal from ~~state service~~ **employment** for cause, the option to convert ~~to an individual health benefits policy~~ **without evidence of good** ~~regard to~~ **health and** ~~status, but~~ **within the time limits that are prescribed by the carrier and** ~~limit~~ **approved by the board, to a nongroup contract providing health benefits**. An employee or annuitant ~~who~~ **that** exercises this option shall pay the full periodic charges of the ~~nongroup contract, on~~ **individual policy according to** the terms or ~~and~~ **conditions that are** prescribed by the carrier and approved by the board.

(d) ~~No contract may be made or~~ **A health benefit plan approved that does not** ~~or contract shall~~ **provide for** grievance procedures to protect the rights of employees and annuitants.

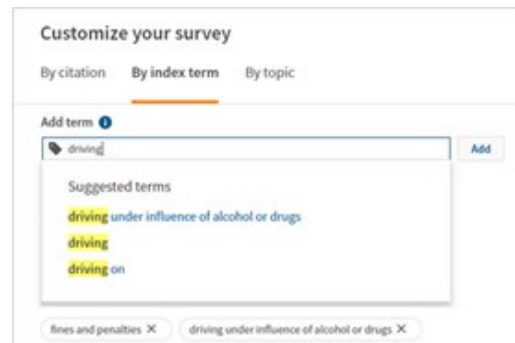
Stay informed of changes in the law—See the text that was deleted from the latest version in red strikethroughs, and text that was added to the latest version in bold with highlights.

Quickly understand how a statute or federal regulation has changed over time. With each change, our attorney editors create new versions of statutes or federal regulations so your users can trust they are comparing the most accurate versions available. Statutes Compare and Regulations Compare lets users easily see the most recent changes to a statute or federal regulation right from the document and allows you to compare any two versions; added text appears in highlighted bold and deleted text in red strike-through. Statutes Compare provides coverage for all state and federal statutory content across all practice areas. Regulations Compare provides coverage for all federal regulatory content and most state regulations with versions.

Jurisdictional Surveys

Jurisdictional Surveys allows you to quickly retrieve a customized and relevant compilation of laws across all US jurisdictions to expedite the creation of your survey. The materials you need to build your survey are readily available. Simply start with:

- The citation of the statute you know
- Index terms that describe your topical target
- A predefined topic page



Jurisdictional Surveys provides a simplified search experience optimized for the task of compiling an inventory of related laws on a topic. The result is a curated list of statutory sections that accounts for varying terminology across all jurisdictions. Refine the list of statutory sections as you please and focus on identifying and analyzing statutory variances and similarities.

JURISDICTIONAL SURVEYS – WESTLAW EDGE



Expedite the creation of accurate surveys—Customize your list of statutory sections by adding or excluding terms and filtering down to the jurisdictions of interest.

Jurisdictional Surveys leverages our editorially applied Index taxonomy, allowing you to avoid having to construct the perfect search query. You get a curated list of statutory sections from which you can expand or refine your survey.

Organizing Research

FOLDERS

Westlaw allows users to organize and manage their research by storing their documents and text snippets in dedicated folders by issue, client, or topic. Users have complete control of the folders on Westlaw, including the folder name. They can save the document they are viewing with a few mouse clicks, or they can highlight portions of a document and save that selected text to a folder. Users can even use drag-and-

drop to add documents to a folder. Folders can be quickly accessed on all pages of Westlaw by clicking the folder icon in the header. This simplifies the effort in returning to previous research.

Folders also provide the following:

- **Folder Analysis**— Westlaw Precision and Westlaw Edge include recommendations from Secondary Sources. Users can view additional recommended cases and statutes, see a visual representation of issues, and navigate documents by issue.
- **Research Report**—Westlaw assembles professional reports, summarizing research in users' folders. Users can navigate reports with Table of Contents links, display all notations (including shared notes), and edit notes from the summary screen. Reports can be emailed, printed, or downloaded.
- **Quick Access Panel**—Pin your most used folders, documents, or snippets to the top of the folders page. Pinned items are displayed in all folders and subfolders to make accessing high-use items more efficient.

NOTES AND HIGHLIGHTING

Westlaw's Notes and Highlighting features allow users to mark, emphasize and annotate documents online. Users can capture their thoughts as they research by adding notes to specific document passages or by highlighting useful language.

Custom Pages

The Custom Pages feature on Westlaw, available under the My Content tab and My Links link, allows users to build a page tailored to their specific research needs. Custom Pages can include frequently searched content and tools, such as Find a Citation and Folders. Users can organize separate pages for all their frequently used content and set one of these pages as their Home page on Westlaw.

My Content also includes Folders, History, Favorites, and eLibraries, any of which can be selected as the Home page, along with Content types, Federal materials, State materials, Practice areas, or Tools. My Links also includes Favorites and eLibraries.

Alerts and Notifications

Users can easily set up, manage, and edit their alerts from one location. Alerts, which include WestClip, KeyCite Alert, Docket Alerts, and more, automatically run on a regular basis as determined by the user (e.g., daily, weekly) and deliver results to the user's selected destination (e.g., RSS, email). Alerts provide users with a competitive advantage by allowing them to stay abreast of the most current legal, political, legislative, and business developments. Alerts leverage Westlaw's powerful search engine to help users:

- Stay apprised of legal development and changes in the law.
- Monitor the press and media for references to their agency, a particular court, or specific case.
- Track new legislation, regulations, standards, and case law.
- Stay on top of issues or areas of law relevant to their practice.
- Search thousands of news and business sources for news and related information from around the world, including late-breaking, industry-specific news stories.
- Monitor litigation content relating to their practice.

- Create customized newsletter from selected alerts and have them delivered in one organized document.

The Alert Management Center on Westlaw provides enhanced alert and newsletter functionality, making it easy to manage alerts across an organization. Alert administrators can create, edit, and monitor alerts for other individuals and groups in their organization. Alert administrators also can easily retrieve detailed Alert Summary Reports. The Alert Management Center is fully integrated with Alerts on Westlaw and Westlaw Today.

Printing and Downloading

Westlaw provides users with many online and offline printing and downloading features. Printing and downloading of retrieved documents are included in the fixed rate for no additional charge. If a user requests a document that is not included in the monthly fixed rate, a message will be displayed that gives the user an option to retrieve the document for an additional charge.

Users can deliver documents to a printer or email address or download files. In addition, Westlaw delivery provides features such as printing Star Pages, highlighted search terms, KeyCite flags, and notes. Available print formats include:

- **Single Column**—Statutes and law review articles are printed in a single column format similar to how they appear in print.
- **Dual-Column**—Case law documents are printed in two columns by default, similar to West reporters. (Printing can be single-column, as well.)

Editorial Enhancements

In addition to providing our customers with access to the most comprehensive collection of legal resources, we also provide exclusive editorial enhancements and the certainty that the information available in our resources is accurate.

Our exclusive editorial enhancements have been relied upon for more than a century. These enhancements allow users searching for legal concepts to increase the number of relevant documents that are retrieved. The use of standardized terms in close proximity and terms describing legal relationships has a direct impact on the number of relevant cases retrieved in a Westlaw search.

The following are among the many editorial enhancements provided by our attorney editors:

- **Synopses**—Each case synopsis (about 30,000 created annually) summarizes the main holdings of a case and brings into close proximity the legal principles, procedural history, and related facts in the case. At a glance, users can determine whether a case is potentially relevant to their research.
- **Headnotes**—Our attorney editors write headnotes for every distinct point of law in each case, resulting in more than 500,000 headnotes created annually. These headnotes, which are classified to the West Key Number System, help users find more relevant cases faster and include terms describing legal relationships and standard, consistent terminology.
- **Key Numbers**—The West Key Number System, available exclusively on Westlaw, is the master classification system of U.S. law and is widely regarded as the cornerstone of effective legal research.

Key numbers are assigned to every point of law in every published case, and these key numbers help users to quickly find other cases that address the exact point of law being researched.

- **Procedural Posture**—Our attorney editors identify the procedural motions, requests, and objections made in a case, along with the appellate posture of the case, so you can filter and see opinions at your desired stage of litigation.
- **Precision Research** makes it possible to see cases that actually address a specific legal issue, fact pattern, motion type, outcome, and more. Hundreds of highly trained attorney editors, guided by expert practitioners, reviewed and tagged more than a hundred thousand cases. Coverage for each topic goes back to 2010, plus older leading cases. Topics continue to be expanded and added. *(Available with Westlaw Precision [\(available in Option 7A only\)](#).)*
- **Added Search Terms**—Case synopses and headnotes contain terms that may not have been used by the authoring judge. These additional terms include synonyms, acronyms, terms of art, and the popular names of statutes, as well as words that describe the legally significant relationships between the parties (e.g., *landlord* and *tenant*, *husband* and *wife*). As a result, a Westlaw search can retrieve relevant cases that an opinion-only search would miss.

Court's Terms	Terms Added by West Attorney Editors
Smith	Landlord
Defendant	Buyer
Bank	Mortgagee
Plaintiff was injured	Products liability
Firestone	Tire manufacturer
42 U.S.C. § 12111	Americans with Disabilities Act

- **Statute Citations**—The *United States Code Annotated* (USCA) and annotated state statutes on Westlaw give users valuable assistance in applying and interpreting statutes. The annotations include statutory credits, historical and statutory notes, library references, and notes of decision.
- **Parallel Citations**—More than 500,000 parallel citations are added to Westlaw each year to help ensure accurate and convenient research.

Verification and Correction Process

Our attorney editors provide the most exhaustive verification and correction process in the legal publishing and information industry today, greatly improving the quality of our content. In fact, we are the only legal information provider to engage in these quality control steps to ensure the accuracy and reliability of the data; other legal research services and information providers merely put the raw opinions online and might never correct mistakes.

WESTLAW ADVANTAGE—Better Search Results

After an opinion is handed down by a court, a team of attorney editors is analyzing and dissecting it, trying to make it easy to find and easy to understand.

- Better results faster.**
- Our editorial enhancements are used as a component of our sophisticated WestSearch algorithm to deliver users the most relevant case law. If you create a terms & connectors search the enhancements help you overcome the limitations imposed by opinion-only research and the inexactness of the English language.
- **Added search terms**—Headnotes and synopses often contain terms that do not appear in the opinion; without such additions, you could miss relevant cases.
 - **Proximity of facts and legal terms**—Headnotes and synopses bring together facts and law that may be scattered throughout the opinion.
 - **Corrected spelling**—Misspellings in raw text sources on the web can lead to missing relevant cases. Our attorney-editors correct 100,000+ case law mistakes annually.
 - **Classification of ambiguous terms**—The presence of ambiguous terms in opinion-only libraries often leads to the retrieval of irrelevant documents. Editorial enhancements reduce the number of irrelevant documents that are retrieved.

Accessing Westlaw

Westlaw is accessible via standard web browser formats and mobile formats.

Technical Specifications

Westlaw is an online product that requires no additional hardware or software to use. It is also available on mobile devices. The table below provides the system requirements necessary to access Westlaw.

Operating Systems	Internet Browsers	Other Requirements
▪ Windows 10 and Windows 11 ▪ Mac OS 10.5 or later	▪ Chrome current version ▪ Safari current version ▪ Mozilla Firefox current version or Extended Support Release version ▪ Microsoft Edge current version	▪ 1024x768 or higher screen resolution recommended ▪ Adobe Acrobat Reader 9.0 or later (some print functionality is lost with older versions)
Mobile Apps		
iPhone ▪ iPhone (iOS 15.4 or later, iPhone 6s or later)	iPad ▪ iPad (iOS 15.4 or later, iPad 5th generation or later)	Android ▪ Android (10 or later)

Note: These system requirements are current as of July 2024.

System Reliability

Thomson Reuters is an industry leader in system availability. Westlaw is hosted in multiple independent data centers, each with redundant power, networking, and capacity to serve all customers. Westlaw is designed and tested to be resilient and scalable and is monitored and operated 24/7 by expertly trained staff in multiple global locations. Westlaw has an automated system configured to perform backups on an

designed and tested to be resilient and scalable and is monitored and operated 24/7 by expertly trained staff in multiple global locations. Westlaw has an automated system configured to perform backups on an ongoing basis for production data as per business requirements. While no online legal research provider can guarantee 100% availability throughout the year, our expertly trained staff provides customers with unmatched system reliability, accessibility, and security, including Westlaw access every day of the year.

System Security

Thomson Reuters Westlaw was built on trusted expertise and core assets that separate us from other online legal research services. Thomson Reuters maintains its reputation for providing reliable and trustworthy information through a variety of means, including an information security management framework supported by a wide range of security policies, standards, and practices. For more information, please see our attached Thomson Reuters Information Security Principles.

Mobile

Westlaw features award-winning mobile apps and systems that work on a variety of phones, tablets, and personal devices. A subscription to Westlaw provides access to the following:

- **iPad and iPhone App**—The award-winning Westlaw mobile app provides access to research—anytime, anywhere.
- **Android Tablet and Phone App**—The Westlaw Android app provides flexibility to work no matter where or when the need arises.
- **Westlaw Mobile**—Westlaw Mobile, available at m.next.westlaw.com, provides mobile access to Westlaw.

Westlaw Apps and Westlaw Mobile allow users to:

- Run searches with WestSearch and filter the results.
- Save, annotate, and view documents online or offline.
- Access KeyCite information, research history, favorites, and frequently used content.
- Organize and share research with folders.
- Add notes and highlighting to documents.
- Receive Westlaw Alerts within the app.

Accessibility

Thomson Reuters is committed to ensuring equal access for all people, including those with disabilities. To maintain this commitment, Thomson Reuters strives to comply with Web Content Accessibility Guidelines (“WCAG”) 2.1, level AA or better, or any subsequent equivalent standard as described in our [Digital Accessibility Policy](#).

Our accessibility efforts are ongoing, which means for new development, we strive to assign an Accessibility Specialist to the product, starting as early as product design. We also strive to include accessibility testing by our dedicated accessibility testing team during and after production. As issues are found by the testers, they are logged into the product’s backlog and prioritized.

For existing products, we strive to complete a product audit, log and prioritize issues, and remediate to the extent practicable. Where appropriate, we create an Accessibility Conformance Report (ACR) based on the ITI's Voluntary Product Accessibility Template (VPAT) form. The ACR for Westlaw is included with submission.

Additional information about our accessibility efforts can be obtained by contacting accessibility@thomsonreuters.com.

Training

To assist users in fully realizing their Westlaw research potential, we provide Westlaw training at no additional charge. Your account management and training teams will work with you to determine the options and schedules to meet your specific training needs.

Self-Paced Learning

Online videos and quick reference guides, which can help researchers get more from their Westlaw subscription, are available at training.thomsonreuters.com. These robust, modular courses with short lessons let users learn exactly what they want at their own pace, whenever it's convenient. Titles include:

- How to find what content is included in my plan
- How to retrieve and search for cases
- How to retrieve and search for regulations
- How to research statutes
- How to ensure I'm citing good law
- How to browse the full secondary sources library
- How to search with Boolean Terms and Connectors

Instructor-Led Training

Researchers can attend live instructor-led training sessions through our training webinar schedule. Classes are frequently offered at various times on a wide variety of topics to provide flexibility in scheduling for the researcher. Additionally, on-demand recorded webinars are offered. Live instructor-led webinars and on-demand webinars can be accessed at [Product Education Webinars](#).

Custom Instructor-Led Training

Our trainers are attorneys who provide initial and advanced training to our customers on the use of Westlaw and our other products and services. Trainers can deliver customized virtual training sessions, based on the organization's particular needs. To schedule training, contact your client manager.

On-site training (at customer's location) is available with advance notice.

Support

We provide users with unparalleled customer and technical support. Our customer support, which has set the industry standard for response time and customer satisfaction, is available to customers at no additional charge.

Technical Assistance

Technical assistance is provided by a team of highly trained professionals dedicated to quality customer support, customer advocacy, and product improvement. Our technical support experts:

- Answer questions pertaining to product technical issues and access.
- Document comments and suggestions regarding product enhancements.
- Provide other technical or administrative information regarding Westlaw.

Technical support representatives possess outstanding communication skills, customer support acumen, and a demonstrated level of experience troubleshooting technical and computers issues. They receive extensive on-going training and can support Westlaw in a variety of hardware, network, and software environments.

Technical support representatives are available **24 hours a day, 7 days a week**, by calling 1.800.WESTLAW (1.800.937.8529) or via email at techsupport@thomsonreuters.com.

Research Support

Reference Attorneys add value to our unparalleled Westlaw content, partnering with our customers in their effective use of Westlaw. Reference Attorneys enhance customers' use of our products, solutions, and services by providing knowledgeable guidance based on their diverse research experience and expertise. Reference Attorneys receive extensive ongoing training to ensure they stay current with our vast array of content and features.

Reference Attorneys can be reached by calling 1.800.REF-ATTY (1.800.733.2889) and via Live Chat.

Online Assistance and Resources

In addition to the help available from the Customer Support and Reference Attorney staff, we also have online assistance resources.

- **Online Help Screens**—Our products include online help information that provides immediate assistance with the products. For example, help pages in Westlaw are accessible by clicking the Help link on the appropriate screen.
- **In-App Guides**—Our products use in-app guides to announce new features or to provide additional guidance to users who have not utilized a particular feature over a period of time. These guides can be tailored and staggered to align with the frequency with which new users prefer to receive such updates. Additionally, extensive training and support materials are available via a link on each product page.
- **Customer Support Online**—Users can get fast, up-to-date, in-depth, searchable answers to their questions at training.thomsonreuters.com.
- **Product Information Online**—At our [Product Training Experience](#), customers can order print and online products, as well as download free Westlaw documentation and brochures. Customers can also use the website to view current promotions and to locate a sales representative.

WESTLAW ADVANTAGE—Maximum Efficiency, Productivity, and Greater Accuracy

We have been providing research materials to the legal and professional community for more than 150 years. Our close relationship with our customers over this time has allowed us to develop numerous research tools to assist them in their research tasks.

We are committed to helping researchers find reliable, accurate answers to their legal research questions in the most efficient way possible.

Make the most of your research sessions.

We know that your time is valuable and work to make your research as efficient as possible. To make the most of your research time, you can

- Use **key numbers** to quickly retrieve similar cases.
- Use **Search within Results** to browse for specific terms within your search result.
- Let **Research Recommendations** help you find additional relevant sources.
- Use **History** to return to your previous research.
- Consult a Reference Attorney.
- Download free **reference materials** at legalsolutions.com/support.

Account Management

Thomson Reuters strongly believes in developing and maintaining a customer-centric focus. Several departments within the Thomson Reuters management and organizational structure work in a coordinated effort directly dedicated to quality control and working with State Government customers.

Additional Resources

To assist with contract administration, the State's administrators will have access to the following account management tools:

QuickView+

QuickView+ is a free, online billing and reporting service that allows users to track usage and charges for a particular account, client, user, or billing date. Users can choose from 20 standard report formats, or they can customize their reports to include only the fields they want and sort the information in the order they specify.

Report information can be sent to subscribers automatically (e.g., daily, weekly) via email. QuickView+ reports are downloadable in five formats, including to a spreadsheet for modification and analysis. QuickView+ uses Secure Socket Layer (SSL) encryption to ensure that billing information remains confidential as it is sent from our servers to a customer's computer.

My Account

My Account is a secure, web-based feature that helps users manage their accounts with Thomson Reuters. Available at <https://myaccount.thomsonreuters.com/westlaw> or from <https://legal.thomsonreuters.com/en>, My Account lets users perform routine account management tasks, such as managing users and print subscriptions.

State and local government customers can also utilize My Account to view account balances, make online payments, and check the status of recent payments. They can also review invoices and request billing summaries.

Government customers, new and existing, are currently migrating from My Account to the Self-service Portal in 2024 / 2025.

Self-Service Portal

The self-service portal is a secure, online experience that helps users effortlessly manage their accounts with Thomson Reuters. The self-service portal, accessible at <https://www.thomsonreuters.com/en-us/account/sign-in>, enables users on their own to effectively manage billing and payment processes, user management tasks, and obtain support, including:

- **Billing and payment information**—View and download paid and open invoices, credits, and account balances, make online full or partial payments, manage autopay and payment methods, and check the status of recent payments.
- **User management information**—View and manage administrative users, product users and e-billing contacts, including adding and removing users, editing product access and permissions, resetting passwords, and sending product registration links.
- **Order information**—View print orders, including order items, shipping dates, shipment status, shipping address and amount, and initiate a return or reshipment.
- **Support information**—View, create and submit support tickets, or receive Live Chat support for account or user access issues.
- **Web profile information**—View or edit a profile, including name and phone number.

By mid-2025, all Government customers will be on the Self-Service Portal, which carries the same functionality as My Account but with enhanced features and functionality in new, more intuitive modern interface.

Investigative Features and Services

[Applies to Option 3A Only]

Searches and Results

CLEAR provides a working environment that allows users streamlined and efficient access to the data that is most relevant to their research and operations. An easy-to-use interface provides a customizable dashboard for viewing results, making it easy to obtain an overview and see key information. All major functionality is available from the top menu, e.g., Search, History, Workspace, Admin Tools, and Alerts. Users begin their research by selecting a search type.

Search Features

CLEAR includes several functional features that allow users flexibility in their search criteria.

- Soundex phonetic searching helps with unusual or difficult spellings.
- Advanced Name Search options in the Person Search include:
 - Last names that sound similar
 - First names that sound similar
 - First name begins with
 - Return only exact match
- Partial information can be used as search criteria in several instances:
 - Partial street name (versus entire street address)
 - Option to include street names that sound similar (Person Search and Business Search)
 - Partial email address in the Person Search
 - Date of birth may be entered in any of the following formats: MM/DD/YYYY, MMDDYYYY, MMYYYY, YYYY, MMDD, or MM.
 - Phone numbers may be entered as 7 or 10 digits.
 - Address type (mailing or property) can be specified in the Property Search.

Search Results

CLEAR uses Entity Resolved Database (ERD) technology to efficiently find all public records pertaining to a subject. ERD technology uses multiple data elements and identifiers to match records, and can overcome partial and incomplete data, misspellings, and other errors often found in public data. ERD technology also factors demographic statistics into the matching process and ensures users obtain the full complement of available data on a subject.

CLEAR users can select how the search results are displayed: as a list of Search Results, Dashboard Results, or a split view. The left panel presents the list of Search Results. Search results are streamlined to show

the key data points, and the most relevant and current results display at the top of the list. In the Search Results listing, CLEAR also shows the sources and the reported dates of the respective records, providing maximum transparency to the user. Within the Search Results view, Search Filtering can be easily applied to further narrow search results. Filtering options include relevance, name, SSN, date of birth, age, address, and reported date. Filter operators include quotation marks for exact phrasing, Boolean logic, and wildcards.

Also in this view, Linked Searching allows users to dive deeper into returned data by searching on selected attributes that are hyperlinked within the returned data. Clicking the link launches the appropriate search on that attribute, making follow-up searching convenient and efficient. Users can define and save their preferences for the default search type used for each linked data element.

Customizing Reports

When users order reports, they have several options available for customizing a report. In addition to being able to select which sections to include in the report being ordered, users have options related to the scope of the following report sections (sections may vary with the type of report being ordered):

- **Include Relatives**—Users choose degree of separation and whether to display full details.
- **Include Associates**—Users choose whether all addresses or 3 most current, time frame, and whether to display full details.
- **Neighbors**—Users choose whether all addresses or 3 most current, and time frame.
- **Addresses Associated with the Subject**—Users choose all addresses or 3 most current.
- **Businesses Registered at Subject's Address**—Users choose all addresses or 3 most current.
- **Licensed Drivers at Subject's Addresses**—Users choose all addresses or 3 most current.
- **Property Owners at Subject's Addresses**—Users choose all addresses or 3 most current.
- **Associate Analytics Chart**—Users may choose to include, if available on their subscription.
- **News**—Users may choose to include, if available on their subscription.

Customizing the Report Display

CLEAR provides easy report navigation and options that allow the user to rearrange the sequence of report sections in order to highlight selected areas of a report, and to remove sections of a report when those sections are not meaningful or would be distracting. Removed sections can be easily restored.

Exporting/Printing Results and Reports

Search results can be printed or exported in CSV format for easy upload into a spreadsheet or database. Reports can be exported in Word or PDF format. Users may print reports and can select specific sections of reports for printing.

Using the Workspace Feature

Results and report data can be saved to the Workspace feature within CLEAR. Workspace allows data to be visualized in a link chart, and in map view, which provides users with a richer context for selected data. Data is also displayed in tabular format. Data saved to Workspace is saved indefinitely, until the user chooses to delete the data. Users can select entire reports or choose to save only a portion of a report to Workspace. Working with results from multiple subjects in Workspace allows users to discern connections more readily than would be possible simply by reviewing discrete results. Data in Workspace can be exported in Microsoft Word or PDF.

WORKSPACE OFFERS INSTANT ANALYSIS

For further analysis of CLEAR results, Workspaces allows you to:

- Save search results—automatically for seven days and longer if you choose.
- Visualize results and report data from multiple subjects in a single view with Link Charts.
- Visualize addresses in map view powered by Google Maps.
- Export a CLEAR-generated link chart to VLX file format and then use this file type to import the visualization data directly into IBM i2 products such as Analyst Notebook or Chart Reader. Customize reports with the content you want, in the order you choose.
- Print or email your complete report or sections of it to share information with coworkers, supervisors, and other agencies.

Person Search

PUBLIC RECORD PEOPLE

- **Address Compilation**—The Address Compilation data set contains more than 400 million individual historical records, useful for obtaining addresses, names, and dates of birth. Coverage is nationwide.
- **Bank Account Header**—This header data is non-financial information collected on a subject related to checking account and direct deposit account activity, such as account opening or closing, check orders, or insufficient funds. Data may include names, addresses, phone numbers, dates of birth, driver's license numbers, and Social Security numbers. Containing more than 550 million records, this data is from financial, retail, and lending institutions. Records span all 50 states, the District of Columbia, and limited coverage from selected U.S. territories. Data from the source is updated monthly.
- **Canadian Phones**—The Canadian Phones data set provides information from white pages listings for residents throughout the Canadian provinces and territories. Updates occur quarterly.
- **Driver's License**—Driver's license information is available from several states: Florida, Michigan, Minnesota, Ohio, Tennessee, Texas, and Wisconsin.
- **Equifax**—Equifax's credit header data includes more than 350 million records, covering all 50 states and the District of Columbia. Equifax credit header data is updated monthly. Credit header files are valued for typically providing identifying information such as Social Security number, date of birth, and aliases, as well as locator information, such as address.

- **Experian**—Experian’s credit header data contains more than 300 hundred million individual records, covering all 50 states, the District of Columbia, Puerto Rico, and various other U.S. territories. Experian data is updated monthly. Credit header files are valued for typically providing identifying information such as Social Security number, date of birth, and aliases, as well as locator information, such as address and phone number.
- **Global Sanctions**—The Global Sanctions data set contains records from international sanctions lists, law enforcement alerts, and regulatory notices.
- **Historical Credit Bureau**—The Historical Credit Bureau data contains hundreds of millions of records, with nationwide coverage. These files are valuable for expanding on a subject’s address history and for possibly divulging additional aliases.
- **Household Listings**— The Household Listings data set contains household-level consumer information regarding approximately 250 million individuals, 106 million households, and 57 million homeowners. Selected data has been aggregated from multiple sources, such as phone listings, birth records, driver’s license data, vehicle registrations, and census data. All 50 states and the District of Columbia are represented in this data, which is updated monthly.
- **Marijuana-Related Businesses**—This data set provides information on marijuana-related businesses and may include parties (individuals and companies) involved with marijuana production and distribution, including growers, sellers, and dispensaries. Coverage includes 40 states: Alabama, Alaska, Arkansas, Arizona, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Illinois, Iowa, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Texas, Utah, Vermont, Virginia, Washington, and West Virginia, as well as the District of Columbia and the U.S. territories of Guam and Puerto Rico. Nationwide coverage as available from the FDA is included, as well as coverage from all Canadian provinces. Available data may include name, address, phone, website, email, registration classification, registration number, registration state, license authority, license number, license state, and license status.
- **New Movers**—The New Movers data set comprises 12-15 million records regarding U.S.-consumer household data, compiled from a variety of sources from all 50 states and the District of Columbia. Records are organized according to head of household with other household members named. This data set is particularly useful because it captures information about very new households that may not yet be reflected in other public records data. Updates to this file occur monthly.
- **OFAC**—The OFAC data set comprises information from the U.S. Treasury’s Office of Foreign Assets Control (OFAC), which compiles and maintains a current listing of specially designated nationals and blocked persons. This data set is updated as the list is changed or amended by the Office of Foreign Assets Control.
- **Phone Records**— The Phone Records data set contains data regarding cell phone numbers, landlines, and VoIP numbers. Information typically available includes name, address, phone number, service provider, type of phone (cell, landline, or VoIP), and reported dates. Updates are received monthly.
- **SSA Death**—This data set contains records from the Social Security Administration (SSA) on deaths reported to the SSA. These files are updated weekly.

Note: Due to the Bipartisan Budget Act of 2013, Section 203, special credentialing is required for customers who are NTIS-certified, therefore eligible to receive full death data on deaths within the

past three (3) years. Customers who are not certified to receive this data receive a death indicator in the search results.

- **State Death**—State death filings are available from 11 states: California, Connecticut, Florida, Kentucky, Maine, Massachusetts, Michigan, Minnesota, Montana, North Carolina, and Texas. These records are from deaths reported directly to the state in which the death occurred. Kentucky records are historical only. Update frequency is monthly for Minnesota and Montana, and yearly for the remaining states.
- **TransUnion**—TransUnion's credit header data contains more than 600 hundred million individual records, covering all 50 states, the District of Columbia, Puerto Rico, and various other U.S. territories. These files are valued for typically providing identifying information such as Social Security number, date of birth, and aliases, as well as locator information, such as address and phone number. TransUnion data is updated monthly.
- **Voter Registration Records**—This data set contains voter registration records from 21 states that annually update their records and from two (2) states with historical records only. Available data includes name, address, voter identification number, and registration date, and may also include information such as prior names, phone number, voting history, age, date of birth, place of birth, and gender.
- **Work Affiliations**—The Work Affiliations data set contains more than 239 million records derived from multiple sources, including business and professional sources as well as self-reported consumer sources. Not all of the sources report the same types of information in their records, but the information in the records can include name, date of birth, state of driver's license issuance, business affiliation, email address, IP address, address for the subject or business, phone number for the subject or business, months employed, etc. The data set covers all 50 states and the District of Columbia.

Business Search

PUBLIC RECORD BUSINESS

- **Business Phones**—The Business Phones data set is a compilation of business records primarily from white pages and yellow pages, covering all 50 states and the District of Columbia. Records total approximately 11 million and are also enhanced with information derived from telephone interviews, SEC filings, government directories and reports, business periodicals, and postal service data. Data is updated monthly.
- **Business Profile Records**—This data set contains records related to U.S., Canadian, and U.K. businesses, as well as records from their parent companies, which come from more than 200 other countries. Records may include business name, address, phone number, Standard Industrial Classification (SIC) codes, and North American industry Classification (NAICS) codes, number of employees, total sales, business contact name, email address, and URL. Other information may be provided. These records are updated monthly.
- **Canadian Business Phones**—The Canadian Business Phones data set is a compilation of Canadian business listings, covering 12 provinces. Records total more than one million and are also enhanced with information derived from telephone interviews, SEC filings, government directories and reports, business periodicals, and postal service data.

- **Corporate Filings**—The Corporation data set provides filing information from state registration records. Types of business registrations included are corporations, limited partnerships, limited liability companies, and reserved names. Coverage includes 49 states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands. (Delaware records are not included in this data set.) Update frequency varies by state.
- **Dun & Bradstreet**—Basic company information for more than 30 million domestic companies is available from this well recognized business information source and is updated monthly. All 50 states and the District of Columbia are represented in the data.
- **Executive Affiliation Records**—Derived from a number of sources, this data includes records pertaining to more than 10 million executive or principal connections to business entities. Available data may include information about the individual as well as company information. Records are updated monthly.
- **Executive Biographies**—This data set contains biographical records of more than two million executives from U.S. companies. Available data may include information about the individual as well as company name, DUNS number, company address, phone number, and county. These records are updated monthly.
- **Federal Employer Identification Number (FEIN)**—FEIN is a unique, nine-digit number assigned by the IRS, and the data set includes information on businesses that are subject to income tax withholding. The data covers all 50 states and the District of Columbia. Updates occur quarterly.
- **Fictitious Business Names (FBN)**—This data set contains information from millions of Fictitious Business Name filings, covering all 50 states and the District of Columbia. Updates are monthly.
- **Global Sanctions**—The Global Sanctions data set contains records from international sanctions lists, law enforcement alerts, and regulatory notices.
- **Marijuana-Related Businesses**—This data set provides information on marijuana-related businesses and may include parties (individuals and companies) involved with marijuana production and distribution, including growers, sellers, and dispensaries. Coverage includes 40 states: Alabama, Alaska, Arkansas, Arizona, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Illinois, Iowa, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Texas, Utah, Vermont, Virginia, Washington, and West Virginia, as well as the District of Columbia and the U.S. territories of Guam and Puerto Rico. Nationwide coverage as available from the FDA is included, as well as coverage from all Canadian provinces. Available data may include name, address, phone, website, email, registration classification, registration number, registration state, license authority, license number, license state, and license status.
- **OFAC**—The OFAC data set comprises information from the U.S. Treasury's Office of Foreign Assets Control (OFAC), which compiles and maintains a current listing of specially designated nationals and blocked persons. This data set is updated as the list is changed or amended by the Office of Foreign Assets Control.
- **Phone Records**— The Phone Records data set contains data regarding cell phone numbers, landlines, and VoIP numbers. Information typically available includes name, address, phone number, service provider, type of phone (cell, landline, or VoIP), and reported dates. Updates are received monthly.

- **Worldbase**—This data set includes records on more than one billion companies, including U.S. companies and public and private companies in more than 220 countries. Worldbase data is updated quarterly.

Phone Search

REVERSE PHONES LOOKUP

- **Real-Time Reverse Phone Number Gateway**—The Reverse Phone Number Gateway provides information about an individual or business associated with a phone number. Most major phone carriers (including those for cell service) are included in the source data. In addition to providing information to link individuals or businesses to phone numbers, this gateway source provides information about the line itself, such as line type (wireless, landline, Voice-over Internet Protocol [VoIP]), line status (active, inactive), carrier (e.g., Sprint, AT&T) and detailed carrier contact information for subpoena purposes, as well as an indicator of a phone number having been ported (i.e., switched from the original carrier). Landline coverage can include all 50 states, the District of Columbia, and Puerto Rico. Wireless coverage can include all 50 states, the District of Columbia, Puerto Rico, and various other U.S. territories, and Canada.
- **Business Contact Records**—This data set comprises employee records primarily from business card scans and company website extractions. Approximately 70 million records provide access to data such as individuals' names, work-related phone numbers and email addresses, the company the individual works for, job title, job department, LinkedIn handle/URL, and company address and phone number. Records are updated monthly.

PUBLIC RECORD PHONES

- **Bank Account Header**—This header data is non-financial information collected on a subject related to checking account and direct deposit account activity, such as account opening or closing, check orders, or insufficient funds. Containing more than 550 million records, this data is from financial, retail, and lending institutions. Records span all 50 states, the District of Columbia, and limited coverage from selected U.S. territories. Data from the source is updated monthly.
- **Business Contact Records**—This data set comprises employee records primarily from business card scans and company website extractions. Approximately 70 million records provide access to data such as individuals' names, work-related phone numbers and email addresses, the company the individual works for, job title, job department, LinkedIn handle/URL, and company address and phone number. Records are updated monthly.
- **Business Phones**—The Business Phones data set is a compilation of business records primarily from white pages and yellow pages, covering all 50 states and the District of Columbia. Records total approximately 11 million and are also enhanced with information derived from telephone interviews, SEC filings, government directories and reports, business periodicals, and postal service data. Data is updated monthly.
- **Canadian Business Phones**—The Canadian Business Phones data set is a compilation of Canadian business listings, covering 12 provinces. Records total more than one million and are also enhanced with information derived from telephone interviews, SEC filings, government directories and reports, business periodicals, and postal service data.

- **Canadian Phones**—The Canadian Phones data set provides information from white pages listings for residents throughout the Canadian provinces and territories. Updates occur quarterly.
- **Dun & Bradstreet**—Basic company information for more than 30 million domestic companies is available from this well recognized business information source and is updated monthly. All 50 states and the District of Columbia are represented in the data.
- **Experian**—Experian’s credit header data contains more than 300 hundred million individual records, covering all 50 states, the District of Columbia, Puerto Rico, and various other U.S. territories. Experian data is updated monthly. Credit header files are valued for typically providing identifying information such as Social Security number, date of birth, and aliases, as well as locator information, such as address and phone number.
- **Household Listings**—The Household Listings data set contains household-level consumer information regarding approximately 250 million individuals, 106 million households, and 57 million homeowners. The data has been aggregated from multiple sources, such as phone listings, birth records, driver’s license data, vehicle registrations, and census data. All 50 states and the District of Columbia are represented in this data, which is updated monthly.
- **Marijuana-Related Businesses**—This data set provides information on marijuana-related businesses and may include parties (individuals and companies) involved with marijuana production and distribution, including growers, sellers, and dispensaries. Coverage includes 40 states: Alabama, Alaska, Arkansas, Arizona, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Illinois, Iowa, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Texas, Utah, Vermont, Virginia, Washington, and West Virginia, as well as the District of Columbia and the U.S. territories of Guam and Puerto Rico. Nationwide coverage as available from the FDA is included, as well as coverage from all Canadian provinces. Available data may include name, address, phone, website, email, registration classification, registration number, registration state, license authority, license number, license state, and license status.
- **Motor Vehicle Service and Warranty Records**—This data set contains more than 200 million records obtained from sales, warranty, and maintenance sources. Records span all 50 states and the District of Columbia and are updated monthly. The available data includes identifying and locating data on the vehicle owner.
- **Phone Records**— The Phone Records data set contains data regarding cell phone numbers, landlines, and VoIP numbers. Information typically available includes name, address, phone number, service provider, type of phone (cell, landline, or VoIP), and reported dates. Updates are received monthly.
- **TransUnion**—TransUnion’s credit header data contains more than 600 million individual records, covering all 50 states, the District of Columbia, Puerto Rico, and various other U.S. territories. These files are valued for typically providing identifying information such as Social Security number, date of birth, and aliases, as well as locator information, such as address and phone number. TransUnion data is updated monthly.
- **Worldbase**—This data set includes records on more than one billion companies, including U.S. companies and public and private companies in more than 220 countries. Worldbase data is updated quarterly.

License Search

PUBLIC RECORD DRIVER'S LICENSES

- **Driver's License**—Selected driver's license information is available from several states: Florida, Michigan, Minnesota, Ohio, Tennessee, Texas, and Wisconsin.
- **Bank Account Header**—This header data is non-financial information collected on a subject related to checking account and direct deposit account activity, such as account opening or closing, check orders, or insufficient funds. Data may include names, addresses, phone numbers, dates of birth, driver's license numbers, and Social Security numbers. Containing more than 550 million records, this data is from financial, retail, and lending institutions. Records span all 50 states, the District of Columbia, and limited coverage from selected U.S. territories. Data from the source is updated monthly.

PUBLIC RECORD LICENSES

- **Licenses**—Limited professional license data is available for a variety of professional and commercial licenses from all 50 states and the District of Columbia. Professions requiring a license vary by state. Coverage and update frequency vary by jurisdiction.

MARIJUANA-RELATED BUSINESS

- **Marijuana-Related Businesses**—This data set provides information on marijuana-related businesses and may include parties (individuals and companies) involved with marijuana production and distribution, including growers, sellers, and dispensaries. Coverage includes 40 states: Alabama, Alaska, Arkansas, Arizona, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Illinois, Iowa, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Texas, Utah, Vermont, Virginia, Washington, and West Virginia, as well as the District of Columbia and the U.S. territories of Guam and Puerto Rico. Nationwide coverage as available from the FDA is included, as well as coverage from all Canadian provinces. Available data may include name, address, phone, website, email, registration classification, registration number, registration state, license authority, license number, license state, and license status.

Vehicles Search

PUBLIC RECORD VEHICLES

- **Vehicles**—The Vehicles data set provides information as recorded by state agencies, regarding registrations of passenger vehicles, commercial vehicles such as heavy trucks and trailers, and motorcycles. Vehicle registration records in this product contain only registrant's data (name and address), title numbers, and vehicle registration locations and dates. When available, records contain current owner information as well as historical ownership information dating back to 2005. Coverage includes a total of 32 states and the District of Columbia. Updates for 22 of the covered jurisdictions occur monthly. Six (6) states provide historical records only.

MOTOR VEHICLE SERVICE AND WARRANTY RECORDS

- **Motor Vehicle Service and Warranty Records**—This data set contains more than 200 million records obtained from sales, warranty, and maintenance sources. Records span all 50 states and the District of Columbia and are updated monthly. The available data includes identifying and locating data on the vehicle owner.

REAL-TIME MOTOR VEHICLES GATEWAY

- **Real-Time Motor Vehicles Gateway**— Available with selected subscription plans, CLEAR's real-time gateway to information that originates from the state departments of motor vehicles provides significantly more comprehensive and current information than any other provider in the market. The vehicles gateway provides real-time access to current vehicles registration data, covering 44 states, the District of Columbia, and Puerto Rico. Results from this gateway also may include stock images of the vehicle type listed in the report. (These are not images of the subject's actual vehicle, but they provide a visual image of the same type of vehicle.)

Property Search

PUBLIC RECORD REAL PROPERTY

- **Real Property**—The Real Property data set provides current and historical non-financial information regarding deed transfers and tax assessor records. This data set contains tax assessor records from all 50 states, the District of Columbia, and the U.S. Virgin Islands. Real estate transaction records are available from selected counties within all 50 states and the District of Columbia. Pre-foreclosure data also is included in the Real Property data. The data is from the District of Columbia and from selected counties in 49 states. (Vermont does not provide this data.)

Court Search

PUBLIC RECORD BANKRUPTCY

- **Bankruptcy**—Bankruptcy data includes final bankruptcy filings for both business and personal bankruptcies. New filings are added daily. CLEAR has coverage for all U.S. bankruptcy courts in the 50 states, District of Columbia, Guam, and Puerto Rico. Available data may include filing information, debtor information, creditor information, court information, judge names, attorney names, trustee information, case summary, assets and liabilities, plan information, and historical information.

PUBLIC RECORD DOCKETS

- **Dockets** data in CLEAR originates from cases filed in selected state and/or federal courts in all 50 states, the District of Columbia, Puerto Rico, and Guam. Available data varies depending on the court and the matter at hand.

PUBLIC RECORD LAWSUITS

- **Lawsuits**—The Lawsuits data set includes records from civil filings from selected courts in all 50 states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands.

PUBLIC RECORD UCC FILINGS

- **Uniform Commercial Code**—CLEAR offers UCC filing information acquired at both state and county levels. Coverage includes selected jurisdictions in all 50 states and the District of Columbia. Update frequency varies by location.

API Delivery

API web services delivery is available for customers who want to integrate the CLEAR data into their system.

Training and Support

While CLEAR is designed to be navigated easily and intuitively, we believe strongly that training and support are integral aspects of good customer experience with our products. Therefore, we provide training and support to our customers' authorized users at no charge for the term of the contract.

Training

We offer instructor-led online training and in-person training. In addition to initial training, we can tailor training to meet specific customer needs, such as refresher training, new user training, advanced training on best practices or specific functionalities or use cases, etc. Our client management team will work with the customer to schedule appropriate training based on the customer's needs.

Training resources are readily available online, including user manuals, video tutorials, quick reference guides, and webinars on topics from fundamentals of using CLEAR to advanced CLEAR tools and searching social media through CLEAR.

Customer Support

Live assistance is available 24/7 at our toll-free phone number for CLEAR support (877.242.1229). This CLEAR support team is specially trained to provide research assistance for CLEAR.

Client Management Support

We provide a dedicated client management team to assist each customer with technical and general support. Members of the client management team assist initially with onboarding and configuring of preferences and parameters in applicable CLEAR products, and they remain the go-to resources for assistance throughout the contract, such as account management, notification of CLEAR enhancements, scheduling ongoing training, and other assistance as needed.

Support Features in CLEAR

The top menu in CLEAR provides links to History and Admin Tools as well as drop-down menus for Account and Online Help.

History

The History link allows users to access the following information regarding their CLEAR activity:

- **Session Query History**—Allows users to view a history of their searches and reports for the current user session, and to select an item to see the corresponding search results or report
- **Session Search Results**—Allows users to access results of any searches run during the current session
- **Results (Last 7 days)**—Allows users to access any reports run during the last 7 days
- **Current Report**—Allows users to access a report run during the current session
- **Session Summary**—Provides a listing of all the searches and reports conducted during a single session. Users may print or export the summary of their session activity. (Detailed usage reports and billing information are not included in the session summary, but can be obtained through the Account Tools, described below.)

Administrative Tools

CLEAR Administrative Tools allows account administrators to monitor usage activity and manage their users' accounts.

- **Manage Account**—Allows account supervisors and administrators to manage user access, such as by activating and deactivating users, adding new users, and resetting by issuing temporary passwords when users have forgotten theirs.
- **QuickView**⁺—Allows supervisors and administrators to generate usage reports for a specified time period. Usage reports can be sorted by user, date, or reference. Reports can be downloaded in multiple file formats, including Excel.

Account

The Account link allows users to:

- Manage their **Preferences** in CLEAR (regarding several functions and features, e.g., linked searching, dashboard tool display, news searching, Quick Analysis Flags, report templates, permissible purpose, batch, etc.)
- Update the **OnePass Profile** (login credentials)
- **Sign out** of CLEAR

Online Help

- CLEAR **Online Help** feature provides useful information regarding features, data, and functionality, as well as a link to training information.
- The **Training** link takes the user to the CLEAR Training and Support page, for access to resources such as numerous CLEAR how-to guides, quick-reference guides, contact numbers, and other useful links.
- The **Improve CLEAR** link provides messaging space for providing feedback directly to the CLEAR team.

Technical Requirements

CLEAR is an online product that requires no additional hardware or software to use. Authorized users access CLEAR through login at www.clear.thomsonreuters.com. CLEAR is compatible with all major browsers. The recommended minimum setting for monitor resolution is 1024 x 768.

Tax & Accounting Features and Services

In addition to Checkpoint's robust collection of content, Checkpoint also provides access to many features that assist users in conducting their tax research. The following lists describe a portion of the many features available in Checkpoint.

Exclusive Features

- **Editorially-Enhanced Federal Tax Cases and IRS Rulings**—Include prior histories for cases and cautions for rulings, numbered headnotes by issue to quickly locate the discussion in the full-text, and links to all referenced source material.
- **State Search Wizard**—Filter searches by state, tax types, and document types on the front end of the search which saves considerable research time and effort.

Whether using state websites or other resources, the search experience typically involves casting a wide net and searching across a vast amount of state material, which forces the researcher to then spend additional time combing through the results. With Checkpoint's unique State Search Wizard, both novice and experienced researchers can first hone their search with basic criteria to streamline their results and get to the answer faster.

- **Compare/It and Charts**—Quickly compare the issue across multiple states.
- **Links to Analysis**—Provides links directly from a Code subsection to paragraph-specific analysis such as Checkpoint Catalyst or Checkpoint's WG&L treatises—regularly cited by the courts, including the U.S. Supreme Court.
- **New Law Link**—Goes directly from the Internal Revenue Code to the analysis of recent legislation that impacted a code section.
- **Bill Tracker**—Makes it easy to follow pending legislation pertaining to a search topic
- **Citation Tracker (Track It)**—Provides a notification when a document is cited by a new federal tax case or IRS Ruling/Release.
- **Links for Regulations**—Links between Prior Regulations and Current Regulations allow users to see not just how a Regulation appeared at the end of the year but also each version of the Regulation since it was originally issued. When viewing a list of Regulations related to a Code section, a checkmark icon is provided to quickly see the effective date of the Regulation.
- **Top Line Links and Side Line Links**—These unique links display a list of related documents in the context panel. Users can also filter links within a document by keyword.

Additional Capabilities and Benefits

- **Create-a-Chart**—Get immediate access to the most up-to-date tax and accounting information through these interactive comparison charts featuring links to the controlling authority and detailed explanation paragraphs. Checkpoint also links directly from state and local tax editorial explanations to relevant state charts.

- **Search Tools**—Dig deeper with “*Search Within Results*” and schedule searches that need to be run again in the future.
- **Split Screen Viewing**—Toggle between search results or the Table of Contents while keeping the primary document visible on the main screen.
- **Two Search Methods**—Two search methods are available, depending on a user’s preference and experience:
 - **Terms and Connectors**—Traditional Boolean search will **limit results to the exact words entered** as search terms. Simple commands combine words and phrases (e.g., and, or, not, within) to limit, widen, or define the search criteria.
 - **Intuitive Search**—Intuitive search capability uses a multi-layered approach that goes beyond keyword matching to intuitively interpret the meaning behind search terms.

Three key factors work together to ensure results are as relevant as possible:

- Technical innovation determines how best to filter, rank, and deliver results when searching across a range of Checkpoint resources.
- Editorial expertise is incorporated into our search technology, with the use of cross references and “equivalency tables” to enrich relevancy.
- Built-in intelligence uses past user selections and preferences to continuously learn which results are the most pertinent.

The combination of these factors means that the most applicable documents will appear at the top of the result list every time. In addition, Intuitive Search recognizes the difference between word searches and citation searches.

- **Viewing Search Results**—Depending on user preference or the nature of the research, results can be displayed by Source list (grouped by Checkpoint resource), All Documents (document relevancy order), or Table of Contents (results organized in table of contents order).
- **Table of Contents**—Browse or search through the Table of Contents in traditional book format or select portions of the Table of Contents to search specific areas and further localize results.
- **Advanced Type-Ahead Feature**—Checkpoint suggests keywords and phrases as a user types.
- **Thesaurus/Query tool**—Enhance a keyword search with connectors, previously used keywords, a spell check, and alternative terms using the thesaurus for each practice area.
- **Document Sharing**—Print, copy, export, or email an entire document or just selected text.
- **Customizable Home Page**—Customize the Checkpoint home page with Quick Links of frequently used databases, search tools, or templates.
- **Link Viewer**—Preview a linked document without leaving the main document.
- **Document Flags**—Flag documents to quickly retrieve them later (just like adding “Favorites” to a web browser).
- **Research Notes**—Add notes and highlight text in documents. Users can save, print, export, and email their research notes along with their research results.
- **New Law Special Studies**—Provides detailed coverage of the law when a bill is signed into law.

- **New Law Complete Analysis (For all major Tax Acts since 1996)**—Provides top notch, highly technical analysis of the law generally published the day after the bill becomes law.
- **Calculators (100+)**—Checkpoint provides access to many calculators, including calculators for the following categories: Auto, Business, Credit Card, Investment, Loan, Mortgage, Personal, Retirement, Savings, and Tax.

Training and Support

Accessing Checkpoint

Checkpoint Edge is accessible via standard web browser formats and mobile formats. The information below provides the system requirements.

RECOMMENDED SOFTWARE CONFIGURATION

- High-speed Internet connection
- Google Chrome (current version), Microsoft Edge (current version), or Mozilla Firefox (current version)
- Adobe Acrobat Reader (latest version)

RECOMMENDED TABLET CONFIGURATION

- Apple iPad (latest version) or Android (latest version)
- Safari (latest version) or Android stock browser (latest version)

RECOMMENDED MOBILE CONFIGURATION

- Apple iPhone/iPod touch (latest version) or Android (latest version)
- Safari (latest version) or Android stock browser (latest version)

SYSTEM RELIABILITY

Thomson Reuters is an industry leader in system availability. While no online research provider can guarantee 100% availability throughout the year, our expertly trained staff provides customers with unmatched system reliability, accessibility, and security every day of the year.

Onboarding to Checkpoint Edge

Click the Onboarding link at the top of any screen in Checkpoint Edge to access quick “how to” videos that walk you through how to perform core research workflows, such as keyword searching, browsing, or locating tools.

Checkpoint Edge also includes self-guided walkthroughs of key new features. When you encounter a key new feature for the first time, Checkpoint Edge will guide you through a series of help screens to make sure you understand it. These guided walkthroughs can be re-accessed at any time by clicking Help > Updates and Walkthroughs.

Click the Notifications link at the top of any screen for important updates on major new content updates or features included in your subscription. An icon will appear to the right of the Notifications link whenever there are new notifications for you.

Customer Support Options

Thomson Reuters provides professional, comprehensive product assistance and technical support to its client base. Our Technical Support staff is professionally trained and well-versed in internet technologies.

Technical Support, product usage assistance, and assistance with editorial (i.e., content-related) questions is available toll-free at 800.431.9025. The normal hours of operation are Monday through Friday, 8:00 am to 6:00 pm Central Time, with extended hours during tax season. Customer Support can also be reached via email at checkpoint.productusage@tr.com.

Support is also available online. The [Customer Help Center](#) website provides a customer support section where customers can retrieve frequently asked questions, minimum system requirements, and electronic documentation. This website also allows users to submit specific questions which will then be sent to the appropriate TR technical service staff.

We also provide Checkpoint user guides and quick reference guides. Materials are available in PDF format and are easily accessible from within Checkpoint or from the Customer Help Center website.

Training Options

Thomson Reuters provides free online training for our Checkpoint system. The online training tutorials are broken up into various sections and can be taken all at once, a section at a time, and can be re-visited as many times as needed. In addition to a Getting Started tutorial, there are many tutorials that focus on specific aspects of our Checkpoint system. Users can access online training tutorials from within Checkpoint or from the Tax & Accounting Customer Help Center website.

In addition, we provide training via Virtual Classroom (Webinars), Regional Seminars, and a User Conference. Most Virtual Classroom training is free and several of the Regional Seminars are free of charge. Some of these training courses also qualify for CPE credit. Access the [Product Training](#) website to view a complete list of training. If applicable, course information will display the associated cost and number of CPE credits available.

About Us

West Publishing Corporation

West Publishing Corporation, a Thomson Reuters business, is a leading provider of integrated information solutions to the U.S. legal market. We have been providing the highest quality legal, regulatory, and business information, and the most innovative tools to manage it, for more than 150 years. Many of our innovations, such as KeyCite, the National Reporter System, and the West Key Number System, have become synonymous with the successful practice of law. In addition to Westlaw, we annually publish millions of books for legal and compliance professionals and law students. More information about West can be found at legalsolutions.com.

Thomson Reuters

Thomson Reuters is a leading provider of business information services. Our products include highly specialized information-enabled software and tools for legal, tax, accounting, and compliance professionals, combined with the world's most global news service—Reuters. Our company purpose is to *Inform the Way Forward*, where together with the professionals and institutions we serve, we help uphold the rule of law, turn the wheels of commerce, catch bad actors, report the facts, and provide trusted, unbiased information to people all over the world.

The business has operated in more than 100 countries for more than 150 years. In 2023, we employed a global team of more than 25,600 professionals, and our revenues were US \$6.8 billion. More information on Thomson Reuters can be found at tr.com.

INTELLIGENCE



Our businesses integrate our core data and information with trusted, must-have decision support tools and workflow solutions for professionals working in information-intensive and highly regulated businesses. We operate at the fast-changing intersection of regulations and commerce, where intelligence, technology, and human expertise are required to achieve success in the digital economy. We leverage our deep and broad industry knowledge to develop products and services tailored for professionals; armed with the trusted answers only we can provide, you can take action, quickly and confidently.

TECHNOLOGY



We are constantly experimenting, innovating, and applying cutting-edge technologies to customer challenges. We believe we can make information more relevant, more personal, and deliver it faster to our customers through the smart use of technology. We are focused on securing our customer data and global systems as we implement and enhance our security programs. We believe we are uniquely positioned to combine these technologies with the intelligence and human expertise that our customers need to find trusted answers.

EXPERTISE



As a connected global network of subject matter experts, we help customers capitalize on our solutions, understand emerging insights, and move forward. Our global team of professionals brings together crucial information and authoritative insight to unravel complex situations. Our primary locations include Toronto, Minneapolis/St. Paul, London, Dallas, Ann Arbor, and New York, with additional offices and team members located throughout the United States, Europe, and the Asia Pacific.

VALUES AND TRUST PRINCIPLES

At Thomson Reuters, our values shape our culture and are embedded throughout the business, forming an important aspect of how we deliver for all our stakeholders, both internal and external.

- **Trust**—We act with integrity and independence by holding ourselves and each other accountable, ethical, and reliable in all that we do.
- **Innovation**—We innovate to serve our customers, drive our growth, and win in dynamic business environments.
- **Partnership**—We work together, with each other, with our customers, and with industry partners to deliver superior results and experiences.
- **Performance**—We deliver results, and we excel at work that positively affects the world.

We are proud to be a business built on responsible values. Our [Trust Principles](#), established in 1941, demonstrate our commitment to independent and unbiased news, information, and data.

AWARDS AND RECOGNITION

As a company built for the Information Age, our products and services help foster a more transparent, connected, and empowered world. Year after year, we are proud to be recognized by some of the most important and influential publications and organizations around the world. Please visit the [Awards & Recognition](#) page on our website.

Exhibit D: Pricing

1. Contract Pricing.

1.1 In General. Prices listed take into consideration all inherent costs of providing the requested goods and services. The Contractor agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses and registrations, government taxes, overhead, profit, parking permits, proper disposal of materials, insurance payments. The State will not pay any additional charges beyond the price(s) listed, unless otherwise provided for by law or expressly allowed by the Contract. Prices listed within Exhibit D are maximum prices. These maximum prices shall remain firm for the initial term of the Contract. The Price List may not include any additional terms or conditions. A unit price and a total for the quantity must be stated for each item quoted. Prices must be quoted in United States currency. Any increase to Contract pricing requires a duly executed amendment to this Contract. Contractor may provide lower pricing at its discretion without requiring a duly executed amendment to the Contract.

1.2 Price Schedule(s). The following price schedule(s) are hereby attached and incorporated into this Exhibit D as follows: Exhibit D, Supplement 2.

2. Prompt Payment Terms.

Contractor's payment terms are Net 30.

3. Delivery.

Actual delivery date of print and CD-ROM products is based on date the order is processed, availability/inventory of the requested product and delivery type requested. Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at the Ordering Entity's request.

4. Taxes.

Do not add sales tax to the prices being offered. State Agencies hold a Direct Payment Authorization Letter which is used to pay applicable taxes directly to the Department of Revenue. Contractors may go to <http://www.revenue.state.mn.us> to learn about the applicable sales tax (search "Fact Sheet 142").

Exhibit D, Supplement 1
Sample Invoice

Contractor agrees that terms and conditions referenced on any invoice are not applicable to any purchase made under this Contract.

Attached is a sample invoice.

Contractor is required to use the sample invoice for all transactions under this Contract. Contractor may not materially change the document unless the change has been approved in writing by the State's Authorized Representative. Contractor may not modify the sample invoice to provide less detail regarding purchases under this Contract. Contractor hereby waives the right to enforce any term in the invoice, which contradicts or modifies any term of the solicitation or any Contract that may result, including subsequent amendments to the Contract, or would result in an unencumbered expense if enforced against the state or its CPV members. The State anticipates the sample invoice will contain, at a minimum:

- Customer name
- State Contract or Purchase Order number field
- Item/service description
- Item quantity or service hours
- Cost

Invoice**THOMSON REUTERS**

Thomson Reuters
West Publishing Corporation
610 Opperman Drive
Eagan, MN 55123-1396

BUSINESS PARTER PAYER NAME

Invoice #: 860000000000

Account #: 2200000000

Invoice date: September 01, 2022

BILL TO ATTENTION NAME
BUSINESS PARTNER AS BILL TO NAME
STREET ADDRESS
CITY, STATE ZIP CODE

Total due in USD

Autopay

Payment due by

Autopay

Summary	Charge USD	Tax total USD	Total USD
Bundle Plan Charges	569.00	43.18	612.18
Total	569.00	43.18	612.18

Billing Note:

You can view real-time account balances, update billing contacts, and more online.
To see all your self-service options, go to
<http://www.thomsonreuters.com/en-us/account/sign-in>

Total invoice amount will be charged to your credit card on or after September 24, 2022**BUSINESS PARTNER AS PAYER
NAME**

Invoice #: 860000000000

Account #: 2200000000

Invoice date: September 01, 2022

Pay online:

To make the payment electronically log on to
<https://www.thomsonreuters.com/en-us/account/sign-in>.
Set up future automated electronic payments using
direct debit or credit card.

Payment due by: **Autopay**Amount due in USD: **Autopay****Please make checks payable to:**

West Publishing Corporation
PO Box 95359
Chicago IL 60694-5359

86000000000 20220901 00ZR 0000061218 0010 2200000000 6

**Do more with your account online**

<https://www.thomsonreuters.com/en-us/account/sign-in>

- Sign up for autopay
- Make payments and view account balances
- View and download invoice details
- Add or remove billing contacts
- Manage product access for users

<https://www.thomsonreuters.com/en-us/help/checkpoint.html>

- Search for answers or find help to your account and product-related questions

**Payment options****Pay online**

To make a payment online or sign up for Autopay, please visit

<https://www.thomsonreuters.com/en-us/account/sign-in>

Electronic payments should be issued to

West Publishing Corporation
BMO Harris Bank N.A.
111 West Monroe Street
Chicago, IL 60603
Bank Routing #: 071000288
Bank Account #: 4417614
SWIFT Code: HATRUS44

Include your invoice number to assist with applying
your payment or email the remittance to
wpcremittance@thomsonreuters.com

**Thomson Reuters tax information****Canadian registration numbers**

Canada GST/HST: 13641 8480 RT0001

British Columbia PST: PST-1000-4632

Quebec QST: 1021623993 TQ001

Saskatchewan PST: 1895663

VAT reg numbers

EU372021573

GB369490158

Federal tax ID

41-1426973

Check

Check payments should be mailed to the address on the front of invoice in the remittance section. To ensure timely application, return the remittance portion with your check payment.

- Please do not enclose cash or additional correspondence
- Payments marked "paid in full," or with any other restrictive language, shall not operate as an accord and satisfaction without the prior written approval of Thomson Reuters.



Thomson Reuters
West Publishing Corporation
610 Opperman Drive
Eagan, MN 55123-1396

**BUSINESS PARTER PAYER
NAME**

Invoice #: 860000000000
Account #: 2200000000
Invoice date: September 01, 2022

Bundle Plan Charges

Product Name	QTY	Charge Price USD	Tax USD	Total USD
2200000000				
BUSINESS PARTNER AS SHIP TO NAME				
STREET ADDRESS				
CITY, STATE ZIP CODE				
August 09, 2022 - August 31, 2022				
Checkpoint Tax Compliance, Federal Tax Research, Planning, and Three State	3	0.00	0.00	0.00
Reporters and Charts, Annual subscription, Accounting firms				
September 01, 2022 - September 30, 2022				
Checkpoint Tax Compliance, Federal Tax Research, Planning, and Three State				
Reporters and Charts, Annual subscription, Accounting firms				
Electronic Information Service		540.08	43.18	583.26
Software Electronic Download		28.92	0.00	28.92
Subtotal	3	569.00	43.18	612.18
				Bundle Plan Charges Total
				612.18



Thomson Reuters
West Publishing Corporation
610 Opperman Drive
Eagan, MN 55123-1396

BUSINESS PARTNER
PAYER NAME
Account #: 2200000000

Account **summary**

Open charges as of September 01, 2022

Document date	Document #	Description	Amount USD	Notes	Due date
09/01/2022	8600000000000	Invoice	612.18		10/01/2022

Open charges in USD as of September 01, 2022 **612.18 ***

*Please take into account when reviewing the Open charges that you are setup for Autopay.

The Account summary is a comprehensive report of all account activity for the current subscription billing period. Payments made within the last 48 hours may not be included. Go to <https://www.thomsonreuters.com/en-us/account/sign-in> if more details are needed around these invoices and payments.

REMIT TO
THOMSON REUTERS TAX & ACCOUNTING - CHECKPOINT
PO BOX 71687
CHICAGO, IL 60694-1687
UNITED STATES OF AMERICA

 **THOMSON REUTERS®**
FED ID# 75-1297386
D & B # 11-721-1693



PAY YOUR INVOICE ONLINE

Visit: support.checkpoint.thomsonreuters.com/payonline to make the payment electronically.
ENROLL IN AUTOPAY:
Visit: support.checkpoint.thomsonreuters.com/autopay to setup your payment to be withdrawn electronically using direct debit or credit card.

PLEASE RETURN THIS PORTION WITH PAYMENT

ACCOUNT NUMBER	
INVOICE NUMBER	
PAY THIS AMOUNT	

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New orders may be canceled within 30 days after purchase unless otherwise stated on the Order Form.

Orders automatically renew and are non-cancelable after the start date of the renewal term.
For additional details, please see Terms & Conditions on reverse.

CONSOLIDATED INVOICE

 **THOMSON REUTERS®**
FED ID# 75-1297386
D & B # 11-721-1693



Invoice Date	Account #	Invoice #	Customer Name	Due Date	PO #
6/26/2023				DUE UPON RECEIPT	

Process Date	Product Code	Description	Qty/ User	Term/Edition	Price	S&H	Tax	Total
Ship to Account # Deliver to INVOICE # INVOICE DATE 5/30/2023 REF #								
Installment Invoice # Installment 1 Date 06/01/23								
06/1/23	E4KQ	EBIA 401(k) Plans on Checkpoint	5	06/01/23 - 05/31/24		0.00	38.31	
06/1/23	PRTX	RIA Puerto Rico Taxes - Print	3	06/01/23 - 05/31/24		220.50	350.23	
06/1/23	WECMAQ	EBIA - Core Benefits Suite with EBIA/RIA - Checkpoint	5	06/01/23 - 05/31/24		0.00	132.07	
06/1/23	WPAYR	RIA Payroll Guide - Web	5	06/01/23 - 05/31/24		0.00	57.67	
06/1/23	WPESQ	RIA - Pension Essentials - Checkpoint	5	06/01/23 - 05/31/24		0.00	40.48	
06/1/23	WPRTX	RIA - Puerto Rico Tax Reporter - Checkpoint	15	06/01/23 - 05/31/24		0.00	50.63	

F.C.A. TRTA Shipping Facility

Questions about your invoice?
Visit our support website at <http://support.checkpoint.thomsonreuters.com/billing>.

TOTAL DUE

REMIT TO:
THOMSON REUTERS TAX & ACCOUNTING - CHECKPOINT
PO BOX 71687
CHICAGO, IL 60694-1687
UNITED STATES OF AMERICA

PLEASE PROVIDE EXPLANATION IF PAYMENT DOES NOT EQUAL AMOUNT DUE.

CONTACT US:**WEB SUPPORT:****support.checkpoint.thomsonreuters.com**

- INVOICE COPIES
- ENROLL IN AUTO PAY
– support.checkpoint.thomsonreuters.com/autopay
- COMPANY NAME CHANGE (attach Firm Letterhead)
- W9 & TAX EXEMPT FORMS
- CPE CERTIFICATE REPLACEMENT
– support.checkpoint.thomsonreuters.com/replacecpe

DIRECT WRITTEN CORRESPONDENCE TO:

THOMSON REUTERS
TAX & ACCOUNTING — CHECKPOINT
CUSTOMER SERVICE DEPT.
PO BOX 115008
CARROLLTON, TX 75011-5008
UNITED STATES OF AMERICA

NOTE: Requests to return or cancel automatic shipments and/or products can be made by completing the **Cancel Request Form**, available at tax.thomsonreuters.com/cancel. We no longer accept hand-written cancellation requests on the invoice.

FOLD

WHERE TO SEND PAYMENTS & RETURNS:**Pay Online at: support.checkpoint.thomsonreuters.com/payonline****MAIL PAYMENTS TO:**

THOMSON REUTERS
TAX & ACCOUNTING — CHECKPOINT
PO BOX 71687
CHICAGO, IL 60694-1687
UNITED STATES OF AMERICA

MAIL RETURNS TO:

THOMSON REUTERS
TAX & ACCOUNTING — CHECKPOINT
545 WESCOTT ROAD
EAGAN, MN 55123
UNITED STATES OF AMERICA

RETURN POLICY:

New orders may be canceled within 30 days after purchase – unless otherwise stated on the Order Form. If you are not pleased with the product, return it within 30 days of receipt of product for credit. Credit will not be given after the 30 day period.

Bookstores require permission to return. Requests must be submitted in writing. Fax requests to Group Accounts at 1.855.744.3386 or email Checkpoint.GroupAcct.CustomerService@thomsonreuters.com.

REMITTANCE INSTRUCTIONS FOR ELECTRONIC FUNDS TRANSFER (EFT), ACH, & WIRE TRANSFER:

FEDERAL I.D. NUMBER: 75-1297386
BANK ABA NUMBER: 071000288
SWIFT NUMBER: HATRUS44
BANK NAME: BMO HARRIS BANK, N.A.
BANK ACCOUNT NAME: THOMSON REUTERS TAX & ACCOUNTING INC.
BANK ACCOUNT NUMBER: 380-754-2
TYPE OF ACCOUNT: CHECKING

GST/HST REGISTRATION NUMBER: 87096 2552 RT0001

PST REGISTRATION NUMBER: 1450-0602

NOTE: Please include your invoice number(s) to assist in correctly applying your payment.

FOLD

TERMS & CONDITIONS:

AUTO-RENEWALS: For print and electronic subscriptions you enrolled in an auto-renewal plan, at the conclusion of your initial term your License Agreement ("Agreement") will automatically renew thereafter for subsequent terms of one (1) year each unless and until either party gives the other party prior written notice of termination before the start of the renewal term.

AUTO-SHIPMENTS AND ANCILLARY PRODUCTS: For products in print, CD, DVD and eBook form that you've expressly enrolled in an automatic shipment subscription(s), you are entitled to have such products kept current for the term of the applicable product subscription, in accordance with TRTA's update policies and procedures. You will receive continuation of services and the automatic shipment of additional volumes, new developments, loose-leaf pages, supplements, volumes of a new series or edition, new disk versions or updates as published when legislative changes dictate. Information regarding frequency and number of automatic shipments can be found online at tax.thomsonreuters.com/productupdates. TRTA may send ancillary products (an extension or companion to an existing product that provides more than an update of the content contained in the existing product), except to customers in Florida. The automatic shipment and ancillary product shipments are billed at then-current rates, plus shipping and handling, if applicable, and will be invoiced upon shipment. The automatic shipment and ancillary products in tangible form may be returned or rejected to TRTA within thirty (30) days at no cost to you using the prepaid return shipping label, available upon request, in accordance with TRTA's then-current return policies, available online at support.checkpoint.thomsonreuters.com/cancellationpolicy. You may request to cancel future automatic shipments and/or ancillary products. Requests to return or cancel automatic shipments and/or ancillary products can be made by completing the **Cancel Request Form**, available online at tax.thomsonreuters.com/cancel. Automatic shipments and/or ancillary products, as permitted herein, will continue until cancelled as provided herein.

Exhibit D, Supplement 2
Price Schedule

The price schedule is attached.



Exhibit C, Section 1 – Legal Research Subscription Services for Incarcerated Persons

Option 1A – Correctional

This option provides access to All Primary and Analytical materials.

Included Content: All Primary Analytical Library					
Fixed Monthly Charge:	Monthly Per Terminal Per Ordering Entity Location Pricing				
No. of Terminals	Year 1	Year 2	Year 3	Year 4	Year 5
1	\$900	\$900	\$945	\$992	\$1,042

Westlaw Correctional for the Minnesota Department of Corrections, Only

Recognizing the unique needs of the Minnesota Department of Corrections, we are offering a custom package. Pricing for this specific offering is outlined below.

Incarcerated Persons

Included Content: ▪ All Primary ▪ Analytical Library					
Fixed Monthly Charge:	Monthly Pricing				
No. of Terminals	Year 1	Year 2	Year 3	Year 4	Year 5
51	\$4,460.80	\$4,683.84	\$4,918.03	\$5,163.93	\$5,422.13

Administrative User Access

Included Content: ▪ National Primary ▪ Analytical Plus ▪ Litigation ▪ PeopleMap Premier and Company Investigator					
Fixed Monthly Charge:	Monthly Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
12	\$1,656.80	\$1,739.64	\$1,826.62	\$1,917.95	\$2,013.85

Exhibit C, Sections 2.3.1 - 2.3.7 – General Legal Research and Investigative Subscription Services

The following options provide ordering entities the ability to pick and choose from commonly requested legal, investigative, print, business management, and custom research packages (Options 2A-7C):

- Option 2A – Minnesota Edge
- Option 2B – National Primary Edge
- Option 2C – National Primary Edge with PeopleMap Premier
- Option 2D – CoCounsel Core
- Option 2E – Optional Add-On Westlaw Libraries

Option 2A – Minnesota Edge

This option provides access to Minnesota-specific primary law content on Westlaw Edge.

Included Content: ▪ Minnesota Primary Law Materials					
Fixed Monthly Charge:	Monthly Per User Per Ordering Entity Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1	\$118	\$118	\$124	\$130	\$137

Option 2B – National Primary Edge

This option provides access to National Primary materials on Westlaw Edge.

Included Content: ▪ National Primary Law Materials					
Fixed Monthly Charge:	Monthly Per User Per Ordering Entity Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1	\$189	\$189	\$198	\$208	\$218

Option 2C – National Primary with Public Records

This option provides access to National Primary and public records materials on Westlaw Edge.

Included Content: - National Primary with Edge - PeopleMap Premier with Company Investigator					
Fixed Monthly Charge:	Monthly Per User Per Ordering Entity Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1	\$220	\$220	\$231	\$243	\$255

Option 2D – CoCounsel Core

This option provides access to CoCounsel Core’s comprehensive legal AI drive tool. Pricing is based on the number of users per agency.

Included Content: CoCounsel Core					
Fixed Monthly Charge:	Monthly Per User Per Ordering Entity Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1	\$210	\$210	\$221	\$232	\$244

Option 2E – Optional Add-On Westlaw Libraries

If an agency selects a plan from Plans 2A – 2D, the following optional separately priced add-on libraries are available to be added to the selected plan content set. For any add-ons selected by the agency, the corresponding monthly per user charge will be added to the applicable monthly plan package charge.

Fixed Monthly Charge:	Monthly Per User Per Ordering Entity Location Pricing				
No. of Users 1	Year 1	Year 2	Year 3	Year 4	Year 5
Analytical Plus	\$35	\$35	\$37	\$39	\$41
Trial Court Documents	\$35	\$35	\$37	\$39	\$41

Exhibit C, Section 2.3.8 - Investigative

Option 3A – CLEAR Investigations Basic

CLEAR Investigations Basic (Monthly Per User Per Ordering Entity Location Pricing)					
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1	\$143	\$143	\$150	\$158	\$166

Option 3B – ID Confirm

CLEAR ID Confirm (Monthly Per User Per Ordering Entity Location Pricing)					
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1	\$158	\$158	\$166	\$174	\$183

Option 3C – Risk Inform

CLEAR Risk Inform (Monthly Per User Per Ordering Entity Location Pricing)					
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1	\$143	\$143	\$150	\$158	\$166

Option 3D – Skip Tracing

Skip Tracing (Monthly Per User Per Ordering Entity Location Pricing)					
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1	\$128	\$128	\$134	\$141	\$148

Exhibit C, Section 2.3.9 - Audit, Tax, and Accounting Research

Option 4A - Checkpoint Edge Federal Tax

Included Content: ▪ Checkpoint Edge Platform ▪ Federal Tax Coordinator ▪ US Tax Reporter ▪ Eforms (Fed & State) ▪ 10 PPC Deskbooks ▪ Tax Action Bulletin ▪ IRS Response Library					
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1	\$2,400	\$2,400	\$2,520	\$2,646	\$2,779

Option 4B -Checkpoint Edge Federal Tax and SALT

Included Content: ▪ Checkpoint Edge Platform ▪ Federal Tax Coordinator ▪ US Tax Reporter ▪ Eforms (Fed & State) ▪ 10 PPC Deskbooks ▪ Tax Action Bulletin ▪ IRS Response Library ▪ All PPC Individual and Business Tax Planning and Advisory ▪ All State Reporters incl Puerto Rico ▪ Premium State Create-a-Charts					
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1	\$2,900	\$2,900	\$3,045	\$3,198	\$3,358

Exhibit C, Section 2.3.10 – Print Products

Option 5A – Print Products and Programs

This option provides authorized ordering entities a discount off retail pricing for the purchase of eligible new print titles, and eligible print programs. Ordering entities must work with their local West representative at the time of purchase to request the discount. Please see our [Bookstore](#) for more information.

- Ordering entities may receive a minimum of a 10% discount off retail rates for the one-time purchase of eligible new print titles
- Ordering entities that purchase eligible new print titles on subscription may receive a 10% discount at the time of the initial purchase, followed by a discount when the titles are updated and new versions are released.
- Ordering entities may be eligible for additional discounting based on a multi-year commitment. These additional discounts/print programs can provide significant savings by locking in lower annual price increases as well as predictable billing for ease in budgeting. Ordering entities should contact their local West representative for more information.

Exhibit C, Section 2.3.11 – Legal/ Business Management Software

Option 6A – HighQ

Thomson Reuters HighQ is an intelligent legal operations hub, designed for government legal departments to manage documents and matters, collaborate internally and with outside counsel, and automate workflows. HighQ is cloud-based, quick to deploy, and end-user friendly.

- **Intake and Matter Management** - Automate and streamline the matter intake process to ensure your information is organized in one central repository and everything that comes through the legal departments is captured with full visibility and reporting.
- **Document Management** - Collaborate on documents using out of the box connections to Microsoft Word, Outlook, and Google Workspace. Manage the files that surround your work with capabilities that include version control, document assembly, audit history, auto-redaction, and mark-up comparison.
- **Contract Management** - Manage and report on all phases of the contract lifecycle, including contract drafting, storage, routing, and eSignature integration. Conduct due diligence, contract analysis, and risk assessments with the HighQ AI Hub.

- **Public Record Request Management** - Handle all the major steps inherent in a public records act request including intake, tracking, secure document collaboration, redaction, production, and performance reporting.
- **Document Automation** - Accelerate document assembly for contracts, pleadings, letters, and other legal documents to quickly generate standard, error-free documents. Enable your clients to create documents from templates approved by the legal department, like professional service agreements.
- **Incident and Complaint Management** - Incidents and complaints, such as Title IX allegations, can be tracked securely with developments documented and reported throughout an investigation.

HighQ is a configurable solution. This allows customers the ability to modify and expand the use of the platform as their needs evolve.

West would provide the following fixed pricing per user per ordering entity for HighQ Collaborate Premium. Standard setup includes 1 GB of storage for each user.

Included Content: HighQ Collaborate Premium						
One-Time Implementation Fee Per Ordering Entity Location						
\$12,000.00. Additional professional services hours can be purchased for \$330/hour.						
Fixed Monthly Cost Per Ordering Entity Location						
Service	No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
HighQ	1	\$730	\$730	\$767	\$805	\$845
Additional 100GB of Storage	-	\$208	\$208	\$218	\$229	\$240
Additional Per Hr. Professional Services Fee	-	\$330	\$330	\$347	\$364	\$382

HIGHQ IMPLEMENTATION FEE

A one-time fee of **\$12,000** is charged for HighQ Instance Setup and 20 hours of professional services and document automation training. This includes application setup, site configuration, guidance, and administrator training. Additional services or configurations needed beyond the 20 hours of professional services are negotiable for agencies utilizing HighQ.

CUSTOM OPTION

HighQ offerings provide purchasing ordering entities with cost-effective pricing for access to an extensive variety of packages. Needs can vary dramatically from entity to entity. Custom packages are offered in recognition of the unique needs of each ordering entity. Ordering entities with more than 10 users or a need for functionality outside of the HighQ Collaborate Premium subscription, should contact their West government sales representative. Pricing will be negotiated with the ordering entity based on configuration determination.

Option 6B – Case Center

Case Center gives judges, attorneys, and other case parties a digital platform to share, review, and present exhibits and evidence for on-site, hybrid, and remote hearings. Evidence and exhibits are easily uploaded into organized folders from any device, including mobile phones and tablets. Easy-to-use productivity tools allow case parties to search, bookmark, annotate, and mark-up exhibits.

With this package, agencies will also receive: Control of case materials, easy upload of standard and proprietary file types, powerful search tools, centralized case index, secure access, document review, multimedia playback in-system, redaction suite, witness view, plus many more tools that help government agencies efficiently review, share, and present evidence.

Included Content: Case Center						
One-Time Onboarding Fee Per Ordering Entity Location						
\$5,500 for 20 hours of professional onboarding services. Additional professional services hours can be purchased for \$330/hour.						
Fixed Monthly Charge: Monthly Per Case Per Ordering Entity Location Pricing						
Service	# of Cases	Year 1	Year 2	Year 3	Year 4	Year 5
Case Center	Up to 50	\$132	\$132	\$139	\$146	\$153
Additional Per Hr. Professional Services Fee	-	\$330	\$330	\$347	\$364	\$382

CASE CENTER ONBOARDING FEE

A one-time fee of **\$5,500** is charged for 20 hours of professional onboarding services. This includes instance creation, workflow analysis, and training for agencies utilizing the platform for up to 50 new cases annually. Onboarding services to be customized and are negotiable for agencies utilizing Case Center for more than 50 new cases annually or more than 20 hours of onboarding services needs.

CUSTOM OPTION

Ordering Entities using Case Center for more than 50 cases annually should contact their West representative for their custom pricing. Pricing will be negotiated with the Ordering Entity based on its unique needs. Additionally, West will provide a 30% discount on the one-time onboarding fee.

Exhibit C, Section 2.3.12 – Custom Programs/ Access/Packages

Custom packages are offered in recognition that Ordering Entities may have diverse and unique needs that the pre-packaged content sets cannot meet. These custom packages provide maximum flexibility to purchase custom packages of legal and/or investigative products and solutions specifically tailored to individual ordering entity and end users unique research needs. Custom packages also provide additional discounts and pricing incentives based on product volume, a multi-year commitment, and/or other factors.

Custom pricing will be negotiated with the ordering entity based on its research needs. Additional charges related to implementation, data conversion, and/or migration needs may apply. Ordering entities should contact their West government representative for more information about these custom plans and to obtain a discount. West can also provide an ordering entity with trial access for select products.

Option 7A - Category 2 Products: Legal Research

If an ordering entity's legal research needs differ from or extend beyond the pre-packaged content sets offered under Options 2A-2D, Contractor can customize a legal research package that is specific to the ordering entity's needs.

In addition to Westlaw, Thomson Reuters offers additional legal products and solutions that may be of interest to ordering entity, such as, but not limited to, legal know-how/practical legal guidance, legal drafting assistance, Knowledge Management, contract management, enhanced legal research platforms (e.g., Westlaw Edge), continuing legal education (CLE), AAR (AI assisted legal tool), virtual hearings, digital evidence management, digital identity, case management, and court management, workflow solutions that include—but are not limited to—matter and document management, and management of right-to-know requests and Title IX workflows.

Option 7B - Category 2 Products: Investigative Research

When an ordering entity's investigative research and law enforcement needs differ from or extend beyond the pre-packaged content sets offered under Options 3A-3D, Contractor can work with individual ordering entities to create custom special packages specific to an ordering entity's investigative research needs.

Under the custom packages option, ordering entity can enhance their investigative research subscription with a range of premium tools, features, and services. Thomson Reuters' supplementary products and technology offer a comprehensive suite of solutions, including identity verification and confirmation and risk scoring for individuals and businesses, real-time gateway access to incarceration and arrest records,

global risk information, law enforcement information platform, license plate recognition data, additional data delivery modes including batch processing for high-volume searching and alerting, system-to-system via Application Programming Interface (API) capability (which integrates query and result retrieval directly into internal user applications), fraud detection, investigative case management, risk analytics, network analysis, document verification and biometrics, adverse media, employee and vendor screening, and other investigative tools.

This option provides ordering entities with maximum flexibility to purchase custom online investigative, law enforcement, and other Thomson Reuters/West products and solutions specifically tailored to the research needs of individual agencies and end users (including content and features, number of users, and contract length).

Option 7C - Category 2 Products: Audit, Tax, and Accounting Research

If an agency's tax research needs differ from or extend beyond the pre-packaged content sets offered under Options 4A-4B, we can customize a tax research package that is specific to the agency's needs.

In addition to Checkpoint content included in this offer, Thomson Reuters offers additional tax and accounting research solutions that may be of interest to Minnesota state agencies, such as, but not limited to U.S. international taxation and foreign taxation resources; WG&L tax and accounting treatises; estate planning content; payroll tax content; pension & benefit content; PPC accounting and audit content and tools; and WG&L accounting content.

Westlaw Schedule A**Plan 2 Westlaw Government Service**

Available only to government personnel accessing Westlaw for government purposes.

Upon accessing Westlaw, a user may elect either per minute or transactional billing in Preferences. Such billing election will be effective for all subsequent sessions unless the election is changed. The SUBSCRIBER link in the Tools tab lists the per minute, transactional and offline transmission charges for a multiple content categories.

1. Subscription Charge. \$125 per month per agency**2. West Reporter Images**

West Reporter Images \$24.00 per image

No offline transmission charges apply.

3. Rise of American Law

Rise of American Law – Time \$33.33 per minute
 Rise of American Law – Document Displays 300.00 per document
 Rise of American Law – Images 300.00 per image

4. Per Minute Charges

A. Home, Content and Topical Pages \$4.00 per minute

B. Viewing a Search Result List \$8.00 per minute

C. Per Minute Charges for Viewing Full Text Documents

Range from \$16.00 per minute to \$56.00 per minute.

5. Transactional Charges

A. Search Charges \$55.00 per search

Each search query will incur a search charge.

B. Document Display Charges.

Range from \$12.00 to \$143.00 per document

Each document display will incur a transactional charge. No offline transmission charges apply.

C. Online Citation Checking Charges

KeyCite \$15.00 per citation
 Inline KeyCite 7.00 per document

D. Docket Charges

The following charges apply in lieu of per minute and transactional charges*:

Document Display	\$13.00 per document
Docket PDF	4.00 per image
Docket Alerts	0.00 per transaction
Document Retrieval from Alert	13.00 per document
Docket Tracks	6.00 per transaction
Docket Bankruptcy Creditor Update	4.00 per document
Document Update	2.00-8.00 per document
DE Court of Chancery PDF/Court Wire	
PDF Complaint	95.00 per image
Docket PDF from Select State Counties	22.00 per image
Court Wire Alerts – Continuous	5.00 per day per alert
Court Wire Documents	13.00 per document
Court Calendar Information Update	2.00 per transaction
Court Calendar Tracking Service	6.00 per transaction
Calendar Integration Service	1.00 per transaction

* See Pricing Guide for additional details.

E. Public Records Charges

The following charges apply in lieu of per minute and transactional charges.

PeopleMap	
PeopleMap Searches	\$52.00 per search
People/Company Records Mini Searches	12.00 per search
Alerts	2.00 per transaction
Reports	52.00 per report
Document Displays	12.00 per document
Public Records	
Searches	12.00 per search
Document Displays	12.00 per document
Real Property Reports	
Comprehensive Reports	95.00 per report
Individual Reports	52.00 per report
Deed Images and Parcel Map Images	25.00 per image
Delaware Corporate Records	
Searches	55.00 per search
Document Displays	11.00 per document
Company Investigator	
Searches	52.00 per search
Basic Reports	52.00 per report
Premier Reports	52.00 per report

F. Drafting Assistant

The following charges apply in lieu of per minute and transactional charges. Drafting Assistant is only available on a subscription basis. The charges below are for tax allocation purposes only.

Cite Formatting	\$52.00 per document
Insert Flags	95.00 per document
Insert Links	52.00 per document
Quote Right	12.00 per citation
Table-of-Authority	52.00 per document

G. Westlaw Edge & Westlaw Precision

Westlaw Edge and Westlaw Precision are only available on a subscription basis. The charges below are for tax allocation purposes only. Standard search and result list charges apply.

Litigation Analytics	12.00 per report
Statutes Compare/Federal Regulations Compare	17.00 per report
Jurisdictional Surveys	12.00 per document
Quick Check Reports	0.00 per document
Online Builder (Westlaw Precision Only)	0.00 per document

H. Westlaw Generative AI Features (available only on a subscription basis)

Westlaw Precision AI-Assisted Research	\$0.00 per search
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6. Foldering

Documents in folders may be accessed at no charge for 12 months after the initial chargeable view. In transactional billing sessions, the initial chargeable view occurs the first time a document is viewed inside or outside of a folder. For hourly billing sessions, the initial chargeable view occurs the first time a document is viewed within a folder. This initial chargeable view will be charged at the applicable transactional document display charge. Documents viewed in a folder after 12 months will incur the then current Westlaw transactional document display charge. Hourly billing is suspended while browsing folders.

7. **Offline Transmission Charges**

A user may elect either per line or per document offline transmission billing in Preferences. Such election will be effective for all subsequent sessions unless the election is changed. Offline transmission charges apply to all printing and downloading to storage devices and e-mailing via Westlaw functionality for hourly billing sessions, unless otherwise indicated.

Per line charges range from \$0.04 to \$0.08

Per document charges range from \$10.00 to \$50.00

8. **PDF Charges**

Investext Analyst Reports	
Standard Reports	11.50 per page
Premium Reports	20.00 per page

All other PDF charges range from \$11.00-\$250.00 per image. No offline transmission charges apply.

9. **Westlaw Doc & Form Builder**

Westlaw Doc & Form Builder	\$13.00-\$131.00 per document
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10. **Alert Services Charges**

Alert Services Charges	
Alert Newsletter	\$0.00 per newsletter Capitol Watch
Tracks	6.00 per transaction
KeyCite Alert – Continuous	15.00 per day per transaction
KeyCite Alert – Daily	6.00 per transaction
KeyCite Alert – Non-Continuous	6.00 per transaction
Publication Alert	0.00 per transaction
WestClip Continuous	5.00 per day per transaction
WestClip Non-Continuous	0.00 per transaction

Alert charges incur on the run of the alert.



CLEAR Services Schedule A Commercial Subscriber's Accessing Enhanced CLEAR® Services

Subscriber will only receive access to the Enhanced CLEAR products listed on the Order Form. If Subscriber is ordering a fixed rate plan, the Monthly Enhanced CLEAR Charges appear on the Order Form and the rates set forth below are pro forma rates that apply to the transactional value of Subscriber's Enhanced CLEAR usage. Any users of Enhanced CLEAR Services must be credentialed prior to accessing.

1. Transactional Charges

i. Search Charges

Person Search	\$5.00 per search
Business Search	4.50 per search
SEC Filings	2.00 per search
DE Gateway Search	10.00 per search
DE Gateway Detail	15.00 per search
Asset Search	5.00 per search
Intellectual Property	2.00 per search
Phone Search-Public Record Phones	3.50 per search
Phone Search-Real Time Reverse Phone Number Gateway	1.50 per search
Public Records	
Photo Line-up Search	2.00 per search
Current Incarceration Search	3.50 per search
Recent Bookings Search	3.50 per search
License Search	5.00 per search
Court Record Search	4.50 per search
Web Analytics Search	1.75 per search
NPI Search	1.00 per search
Sanctions Search	5.00 per search
Real-Time Incarceration & Arrest Records (RTIA)	4.00 per search
World-Check Risk Intelligence	5.00 per search
Associate Analytics	1.00 per search
Company Family Tree	5.00 per search
Graphical View	5.00 per search
Graphical View Expansion	1.00 per search
Map Enhancements	0.25 per search
News Search	1.75 per search
Quick Analysis	1.00 per search
Contact View	1.50 per search
Alert Result – Full Text	9.00 per result
Alert Result – RTIA	4.00 per result
CLEAR ID Confirm	
Basic	5.00 per search
Advanced	5.50 per search
Premium	6.00 per search
CLEAR ID Confirm - International	
Group A Single	1.25 per search
Group A Multi	2.00 per search
Group B Single	3.00 per search
Group B Multi	5.00 per search
Group C Single	5.75 per search
Group C Multi	10.00 per search
CLEAR Risk Inform	
Basic	5.25 per search
Advanced	5.75 per search
Premium	6.25 per search
Real-Time Incarceration & Arrest Records (RI-RTIA)	2.00 per search
License Plate Recognition Search	1.00 per search
Adverse Media Search	4.00 per search
Adverse Media with Sanctions Search	6.00 per search
Adverse Media with Sanctions Only Search	3.00 per search
Global Beneficial Ownership Search	0.00 per search
Global Beneficial Ownership Search Result Detail	9.00 per search

ii. Report Charges

AutoCheck Vehicle History Report	\$14.50 per report
Individual Report	15.00 per report
Add Associates to Report	2.00 per report
Basic Report	10.00 per report
Company Report	15.00 per report
Contact Report	10.00 per report
Business Credit Report	15.00 per report
Real Property Individual Reports	5.00 per report
Real Property Comprehensive Report	10.00 per report
Real Property Deed Image/Parcel Map Report	20.00 per report
License Plate Recognition Report	2.00 per report
CLEAR Risk Inform Person/Business Report	1.00 per report
Global Beneficial Ownership Report	45.00 per report

2. Batch Services

i. CLEAR Batch Search Charges

Person Search	\$ 0.68 per row
Public Records Phone Search	.45 per row
Reverse Phone Search	.40 per row

ii. Batch Search Charges

Person Search	\$0.04 - \$5.00 per result and/or input
Document Search	\$0.04 - \$5.00 per result and/or input
CLEAR Risk Inform	\$0.40 - \$5.00 per result and/or input
CLEAR ID Confirm	\$0.40 - \$5.00 per result and/or input

iii. Batch Alert Charges

Person Alert	\$0.20 - \$5.00 per result and/or input
Company Alert	\$0.40 - \$5.00 per result and/or input
RTIA Alert	\$0.40 - \$5.00 per result and/or input



CaseLines Schedule A

1. Excess Usage Charges.

A. Pages and Hours Subscription.

Customers with a Pages and Hours Subscription will be billed at the applicable charges listed below for all usage that exceeds the hour and page allowance specified on your Order Form.

B. Cases Subscription.

Customers with a Cases Subscription will be billed at the applicable charges listed below for all usage that exceeds the case allowance specified on your Order Form.

2. Pay as You Go Subscription.

Customers with a Pay as You Go Subscription will be billed at the per page and per minute charges listed below for all usage.

3. Charges.

Charges will be billed in the currency of your Order Form.

	<u>Currency</u>			
	<u>CAD</u>	<u>EUR</u>	<u>GBP</u>	<u>USD</u>
Commercial Customers: Per Page Charge	0.52	€0.34	£0.30	\$0.38
Government Customers: Per Page Charge	0.42	€0.27	£0.24	\$0.30
All Customers: Per Minute Charge	1.55	€1.01	£0.90	\$1.15
Per Case Charge				
Administrative Disciplinary Cases	71.40	€47.20	£40.50	\$56.20
Administrative Education Cases	106.40	€70.30	£60.30	\$83.70
Administrative Hearing General Cases	71.40	€47.20	£40.50	\$56.20
Administrative Hearing Medical Cases	141.30	€93.40	£80.10	\$111.20
General Jurisdiction Cases	44.70	€29.50	£25.30	\$35.20
Limited Jurisdiction Cases	17.30	€11.40	£9.80	\$13.60
Municipal/Magistrate Cases	8.60	€5.70	£4.90	\$6.70
Statewide Jurisdiction Cases	24.50	€16.20	£13.90	\$19.30
Administrative Disciplinary Cases-Customer Hosted	42.90	€28.30	£24.30	\$33.70
Administrative Education Cases-Customer Hosted	63.80	€42.20	£36.20	\$50.20
Administrative Hearing General Cases-Customer Hosted	42.90	€28.30	£24.30	\$33.70
Administrative Hearing Medical Cases-Customer Hosted	84.80	€56.10	£48.10	\$66.70
General Jurisdiction Cases-Customer Hosted	26.80	€17.70	£15.20	\$21.10
Limited Jurisdiction Cases-Customer Hosted	10.40	€6.90	£5.90	\$8.20
Municipal/Magistrate Cases-Customer Hosted	5.10	€3.40	£2.90	\$4.00
Statewide Jurisdiction Cases-Customer Hosted	12.60	€8.30	£7.10	\$9.90

Pricing Terms and Conditions

In addition, the following terms and conditions apply to any contract between Thomson Reuters (West Publishing Corporation, hereinafter "West") and the State of Minnesota, Department of Administration, or Eligible Agencies.

- **Agency/Purchasing Entity Locations**—Each agency location must subscribe separately. Access is limited to the agency's personnel at that location. Purchasing agencies/entities with multiple locations may purchase under the Custom Packages.
- **Authorized Users**—Only users authorized to use West products by the purchasing agency may access and use West products under the terms of the fixed-rate agreement, and such use must be solely for purposes directly related to the purchasing agency's research and work.
- **Passwords**—Each user must be assigned a separate password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among users is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to the purchasing agency if West learns that the product has been used by a person other than the person to whom the password has been issued.
- **Password Rates**—The Monthly Charge per User under each Per Password option will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one plan to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.
- **Westlaw: Included and Excluded Charges**—The proposed content is included in West's proposed fixed monthly charge. Access to and usage of all other content, features, and services is excluded and 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 library, feature, or service accessed according to the then-current terms and conditions as set forth in the then-current Schedule A, Plan 2 Westlaw Government Service. West may, at its option, make certain content, 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 content, features, and services are enhanced or released after the effective date of any contract awarded to West.

- **CLEAR Usage**—West’s offer allows for CLEAR usage up to ten times the proposed fixed-monthly charge. (Usage will be calculated using then-current retail rates.) If the purchasing agency’s usage exceeds this limit in a given month, users will still have access to complete searching and reporting functionality within CLEAR; however, access to CLEAR’S live gateways may be limited for the remainder of that month or other remedies may be sought, such as renegotiating the purchasing agency’s fixed rate. (Please note: Most customers are not affected by this usage limit because the usage threshold is so high. And should the usage limit be reached, access to most CLEAR functionality is not directly affected; restrictions would apply to only a few premium gateway sources.)
- **CLEAR: Non-FCRA Use**—CLEAR is intended for due diligence and investigative purposes, activities not regulated by the Fair Credit Reporting Act (FCRA). Thomson Reuters is not a consumer reporting agency, and customers must not use any of the content, information, or services provided on our sites 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; in consumer debt-collection decisions, or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 USCA §1681b).
- **New Content, Features, Services, and Platforms**—West reserves the right to charge for any new content, features, services, or platforms released during the term of this contract (whether “third-party” content or not), and such charges may be separate from and in addition to the Fixed Monthly Charge. Such charges (if any) shall not be greater than the charges at which such content, features, services, or platforms are made available to West’s other government subscribers under West’s then-current Government Price Plan.
If, however, any new content, features, services, or platforms released during the term of this contract are made generally available to government subscribers as part of their fixed rate agreement, West will also make these same new content, features, services, or platforms available to the agency at no extra cost.
- **Credentialing Documents**—Access to and usage of CLEAR/PeopleMap requires completion of the then-current Account Validation and Certification (AVC) Form.
- **Order Processing**— Unless otherwise stated in the Order Form, service will begin the first day of the first month following receipt of the fully executed West Order Form or purchase order and after any necessary credentialing has been completed, provided adequate time is available for implementing the contract. In general, to implement a contract West must receive the fully executed contract or purchase order no later than five business days prior to the end of the month preceding the start of service.

To expedite the processing of an order, please ensure that the purchase order references West’s Order Form (i.e., “This Order incorporates by reference the attached West Order Form”).

Exhibit E: Contractor's Subscriber Agreement and Order Documents

The governing terms and contracting documents, included in Exhibit E, Supplement 1, govern the access to and usage of the various products that are offered under the Contract.

The appearance of ordering documents and supporting forms that are actually used may vary in appearance from the samples provided depending upon the product ordered and availability of electronic ordering systems. However, Contractor may not materially change terms and conditions in the ordering documents and supporting forms unless the change has been approved in writing by the State's Authorized Representative. Contractor hereby waives the right to enforce any material term that was not approved in writing by the State's Authorized Representative.

The parties agree to the terms and conditions within this Exhibit E and agree that if any of the terms and conditions within this Exhibit E are in conflict with any terms included in Exhibit E, Supplement 1, or any additional terms referenced or incorporated therein, the terms and conditions within this Exhibit E will prevail. In addition, if any of the terms and conditions within Contractor's Ordering and Credentialing Documents, Contractor's Product Specific Terms and Conditions, and Contractor's General Terms and Conditions are in conflict, the order of the order of precedence is in the following order:

- Contractor's Ordering and Credentialing Documents
- Contractor's Product Specific Terms and Conditions
- Contractor's General Terms and Conditions

Order forms used under this Contract must reference SWIFT Contract No. 270079. Contractor agrees that an ordering entity does not need to sign the order form, but must issue a purchase order that references the order form.

Notwithstanding any terms and conditions within governing terms and contracting documents, attached as Exhibit E, Supplement 1, or any additional terms referenced or incorporated therein, the following terms will have priority over conflicting terms, and will replace or modify any terms and conditions in Exhibit E, Supplement 1.

1. The Contract is governed by the laws of the State of Minnesota, excluding its conflict of law principles. The Venue for all legal proceedings arising out of this Contract, or breach thereof, shall be in the state or federal court in Ramsey County, Minnesota and the following is added to the governing law term:

Notwithstanding any other term in the Contract, the Contract shall not be construed to deprive the State of Minnesota of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applying to the Contract or afforded to the State by Minnesota law.

2. Any term that requires the State to indemnify, defend, or hold harmless the Contractor is deleted in its entirety and replaced with the following:

The State agrees to be responsible for its own acts and behavior and the results thereof. The State's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. § 3.736.

3. Any term or condition requiring the State to pay for services within 30 days is deleted in its entirety and replaced with the following:

Payment will only be made within 30 days following receipt of an undisputed invoice.

4. Any term or condition that limits the Licensor's liability does not limit the Licensor's liability to the State for bodily injury or claims by third parties for intellectual property infringement.

5. Any term or condition indicating that the service or the Contract will automatically renew for additional periods of time is deleted in its entirety and replaced with the following:

The products ordered will terminate at the end of the noted Minimum Term or Renewal Term, as applicable in the order form. Once terminated, Contractor shall no longer provide the ordering entity with subscription services for the products.

6. Any term or condition indicating that there will be additional charges for services or products that are not expressly listed and agreed to in Exhibit D, Supplement 2: Price Schedule, above, or an amendment thereto, is deleted. The State shall not be responsible for any additional charges for services or products that are not permitted within the Contract or included within Exhibit D, Supplement 2, or an amendment thereto.
7. The State will keep all Contractor's confidential, proprietary, private, trade secret, etc. data pursuant to the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13).

Exhibit E, Supplement 1

Contractor's governing terms and contracting documents are attached and incorporated by this reference.

Bidder Subscriber Agreements and Sample Ordering Documents

The following contracting documents govern the access to and usage of various products that are offered under this bid. These agreements will be incorporated by reference and made part of any contract awarded to us pursuant to this bid.

Note: The appearance of ordering documents and supporting forms that are actually used may vary in appearance from the samples provided depending upon the product ordered and availability of electronic ordering systems.

LICENSING AGREEMENT TERMS

Governing terms applicable to all products offered herein.

- Document 1: [General Terms and Conditions](#)

Product-specific terms that may be applied to select orders.

- Document 2: [Product-Specific Terms](#)
- Document 3: [Additional Terms for Services with Generative AI Skills](#)
- Document 4: [CoCounsel Core and Drafting Product-Specific Terms](#)
- Document 5: [HighQ Product-Specific Terms](#)
- Document 6: [Case Center Product-Specific Terms](#)

ORDERING AND CREDENTIALING DOCUMENTS

Ordering documents applicable to certain products/packages offered herein.

- Document 7: [West Order Form](#)
- Document 8: [West Order Form – CLEAR](#)
- Document 9: [ProFlex Order Form](#) (for agencies with multiple locations)
- Document 10: [ProFlex Order Form – CLEAR](#) (for agencies with multiple locations)
- Document 11: [Westlaw Special Offer Order Form](#) (for select Westlaw, or other custom packages)
- Document 12: [CLEAR Special Offer Order Form](#) (for select CLEAR, or other custom packages)
- Document 13: [Checkpoint Order Form](#)
- Document 14: [HighQ Order Form](#)
- Document 15: [HighQ ProFlex Order Form](#)
- Document 16: [Case Center Order Form](#)
- Document 17: [Customer Verification Guide](#) (account credentialing form required by law for access to Westlaw Public Records and CLEAR)
- Document 18: [Addendum to AVC Form – Multi-Location](#)

- Document 19: [Addendum to AVC Form – Unmasked Data Request](#) (account credentialing form required by law for access to Social Security Numbers, Date of Birth, and/or Driver's License information for CLEAR)



Last Modified: November 15, 2023

These General Terms and Conditions (“Terms”) govern your access and use of Thomson Reuters Services, as such term is defined below. “We”, “our” and “Thomson Reuters” means the Thomson Reuters entity or entities providing Services (and thus the entity or entities with all rights and obligations with respect to those Services) under the applicable Ordering Document. “You” and “your” means the client, customer or subscriber agreeing to or accepting these terms.

1. DEFINITIONS

- a. **“Affiliate”** means in the case of us, Thomson Reuters Corporation and any entity that, from time to time, is directly or indirectly controlled by Thomson Reuters Corporation. In the case of you, Affiliate means any entity that, from time to time, is directly or indirectly controlling, controlled by, or under common control of you. “Control” means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.
- b. **“Agreement”** means each Ordering Document, any applicable incorporated documents, and these Terms.
- c. **“Confidential Information”** means information in any form, whether oral or written, of a business, financial or technical nature which the recipient reasonably should know is confidential and which is disclosed by a party in the course of the Agreement.
- d. **“Documentation”** means manuals, handbooks, guides and other user instructions, documentation and materials available through the product or provided by us regarding the capabilities, operation, and use of our Services.
- e. **“Ordering Document”** means an order form, order confirmation, statement of work, invoice, e-commerce confirmation or similar agreement issued by such Thomson Reuters entity or entities that lists or describes the Services to be supplied by us.
- f. **“Professional Services”** means the implementation, customization, training, consulting or other professional services we provide, as may be described in the applicable Ordering Document.
- g. **“Property”** means our property, which includes but is not limited to our products, Services, information, Documentation, data (whether tangible or intangible) and Usage Information.
- h. **“Services”** means the cloud computing services, software-as-a- service, online research services, Professional Services, as well as any products, including installed software, supplied by Thomson Reuters under the Agreement that are detailed in the applicable Ordering Document.
- i. **“Usage Information”** means any information, data, or other content (including statistical compilations and performance information) related to or derived from your access to and use of our Property.
- j. **“Your Data”** means, other than Usage Information, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by you or on your behalf through the Services.

2. IP OWNERSHIP; LICENSES & DELIVERY

- a. **Reservation of Rights.** Together with our licensors, we reserve all rights not expressly granted under the Agreement. Except for the limited rights and licenses expressly granted herein, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to our Property. You acknowledge that, as between the parties, all intellectual property rights in our Property are owned by us, our Affiliates, or third-party providers. You will not remove or conceal any property rights notices in the Services and will include such notices on any copy you are permitted to make.
- b. **Services License.** Except with respect to any installed software, which is licensed under Section 2(d) below, or Professional Services, subject to the terms and conditions of the Agreement, we hereby grant you a non-exclusive, non- sublicensable, non-transferable right to access, view, and use our Services solely for your own internal business purposes.
- c. **Documentation License.** Subject to the terms and conditions contained in the Agreement, where Documentation is available, we hereby grant you a non-exclusive, non- sublicensable, non-transferable license to use such Documentation solely for your internal business purposes and in connection with your use of our Services.
- d. **Installed Software License.** Subject to the terms and conditions of the Agreement, to the extent you purchase a license or subscription to any of our installed software, we grant you a non-exclusive, non- sublicensable, non-transferable right to install and use such installed software only for your own internal business purposes. You may make necessary copies of such installed software solely for backup and archival purposes. Any such copy of such installed software: (i) remains our exclusive Property; (ii) is subject to the terms and conditions of the Agreement; and (iii) must include all copyright or other proprietary rights notices contained in the original. You may only use such installed software in object code format.
- e. **Limited License to Your Data.** You hereby grant us a non- exclusive license and right to use, copy, store, host, display, transmit and process Your Data solely as necessary for Thomson Reuters, our employees and contractors to provide our Services under the Agreement and in accordance with applicable law. Your Data may be used as an input for certain Artificial Intelligence (“AI”)-based functionality within our Services (“Input”) resulting in an output generated by the AI service (“Output”). You grant Thomson Reuters a license to use, modify, and adapt

the Input as necessary for Thomson Reuters to perform, and improve our Services. Thomson Reuters retains all rights to any of our Property embedded in, or included with any Output, including any derivatives, or modifications thereto. You represent and warrant that you have all necessary rights and appropriate consents related to Your Data to allow Thomson Reuters to perform the Services and enforce its rights. We may delete or disable Your Data if required under applicable law, in which case we will use our reasonable efforts to provide notice to you. We acknowledge that, as between the parties, all intellectual property rights in Your Data are owned by you or your licensors.

f. Delivery. We will deliver our Services and any Documentation electronically, on tangible media, or by other means, in our sole discretion. When you download or access our Services or Documentation, you are accepting it for use in accordance with the Agreement.

g. Ordering Document. Your Ordering Document identifies the Services, quantities, charges and other details of your order. The applicable Ordering Document may also refer to and incorporate documents which may apply to the Services you selected. Each Ordering Document, any applicable incorporated documents and these Terms constitute the complete agreement and supersede any prior or contemporaneous discussions, agreements, representations or warranties regarding your order. If you are permitted to provide an Affiliate with access to any part of the Services, you will ensure that such Affiliate complies with all provisions of the Agreement applicable to you.

h. Use of Name. Other than as necessarily required for (i) the provision of the Services, (ii) internal account management purposes, or (iii) compliance with applicable law or regulation, neither party may use the other party's name, trademarks or any derivatives of them, without the other's prior written consent.

3. OUR SERVICES

a. Changes to Service. Our Services may change from time to time, but we will not change their fundamental nature unless otherwise expressly permitted herein. Certain Services include updates (bug fixes, patches, maintenance releases). We reserve the right to charge for upgrades (releases or versions that include new features or additional functionality) or any application programming interfaces ("APIs") for applicable Services. Any additional charges for selected upgrades or APIs will be set forth in a separate Ordering Document. We may subject certain features or functionality to metering or other usage restrictions to maintain responsive performance.

b. Passwords. Your access to certain Services is password protected. You are responsible for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each user must immediately change their username/password combinations that have been acquired by or disclosed to an unauthorized third party. Each of us shall maintain industry standard computing environments to ensure that both your and our property is secure and inaccessible to unauthorized persons.

c. Unauthorized Technology. Unless prior written authorization is given by Thomson Reuters, you must not (i) run or install any computer software or hardware on our Services or network; (ii) mine, scrape, index, or automatically download our data; or (iii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

d. Third Party Providers. Our Services may include data and software from third parties. Some third-party providers require Thomson Reuters to pass additional terms through to you. The third-party providers change their terms occasionally and new third-party providers are added from time to time. To see the current third party additional terms for our Services please click on the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all the applicable third party terms therein.

e. Third Party Supplemental Software. You may be required to license third-party software to operate some of our Services. Additional terms may apply to such third-party software.

f. Use Restrictions. You shall not use our Property or permit a third party to use our Property for any purposes beyond the scope of the access granted in the Agreement. Unless otherwise expressly permitted in the Agreement, you may not and you may not permit a third party to: (i) sell, license, sublicense, distribute, publish, display, store, copy, modify, merge, decompile, decode or disassemble, reverse engineer, remove any proprietary notices, translate or transfer our Property in whole or in part, or as a component of any other product, service or material; (ii) use or provide our Property on a white-labeled/re-branded basis, or otherwise, for the benefit of any third party (other than to the extent third parties are expressly permitted to receive our Property under the Agreement) (iii) use our Property or our third-party providers' property to train any artificial intelligence ("AI") or machine learning algorithms or software or create any derivative works, compilations or collective works or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (iv) allow any third parties to access, use or benefit from our Property in any way. Notwithstanding the foregoing, you may (a) download and print limited extracts of content from our Services solely for your own internal business purposes and (b) on an infrequent, irregular and ad hoc basis, distribute limited extracts of content from our Services; provided that, in either case, (1) such extracts do not reach such quantity as to have commercial value and you do not use such extracts as a substitute for any Services and (2) Thomson Reuters and any third-party content provider, if applicable, is cited and credited as the source. Exercising legal rights that cannot be limited by agreement is not precluded. Only if you are in the business of providing audit, tax, or accounting services, or legal advice to your clients, this Section 3(f) does not preclude you from using our Services to benefit your clients in the ordinary course of your business in accordance with the Agreement. Except as expressly set forth in the Agreement we retain all rights and you are granted no rights in or to our Property.

g. Security. Each of us will use and will require any subcontractors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. The parties agree that the specific technical and organizational measures located here <http://tr.com/trdsa> ("Data Security Addendum") apply and are hereby incorporated into the Agreement by reference. Additionally, you will

notify us if you become aware of any unauthorized third-party access to our data or systems and will use reasonable efforts to remedy identified security threats and vulnerabilities to your systems.

h. Compliance. Each of us shall at all times comply with applicable law, including export controls and economic sanctions that apply to us in connection with the Agreement. You will not obtain, retain, use, or provide access to the Services to an Affiliate or any third party in a manner that may breach any applicable export control or economic sanctions laws and regulations for any jurisdiction, including the United States of America, the United Kingdom and the European Union and its Member States. You warrant that neither you, nor any Affiliate to which you provide access to the Services, is or is affiliated with a specially designated or sanctioned entity under any of those laws and that, in any transaction relating to us, you will not involve sanctioned parties, including without limitation through the use of bank accounts at banks that are sanctioned parties.

i. Your Responsibilities. You are responsible for (i) proper use of our Property in accordance with all Documentation, usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our Services or data; (iv) your combination of our Property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

4. CHARGES

a. Payment and Taxes. You must pay our charges that are not the subject of a good faith dispute within 30 days of the date of invoice in the currency stated on the applicable Ordering Document without set-off, counterclaim or deduction. We reserve the right to charge a late fee of \$25 for each invoice not paid by the due date. A Thomson Reuters Affiliate may act as a billing and collection agent for the Thomson Reuters entity listed on the applicable Ordering Document. For online purchases, you authorize us to charge you for charges stated in the applicable Ordering Document via credit card, debit card, or Automated Clearing House (“ACH”) or any other method you have agreed to in advance. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including legal fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted, unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.

b. Changes. We may increase, or adjust the basis for calculating, the charges for our Services with effect from the start of each renewal term by giving you at least 60 days written notice; any other price changes or adjustments will be as set out in your Ordering Document.

c. Excess Use. You must pay additional charges if you exceed the scope of use specified in the applicable Ordering Document, based on the rates specified on the applicable Ordering Document or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our Services or data.

5. PRIVACY

The parties agree that the terms of the Data Processing Addendum (“DPA”) available at: <http://tr.com/data-processing-addendum> shall apply to the extent Thomson Reuters Processes Customer Personal Data (as those terms are defined in the DPA), in which case the DPA is hereby incorporated into the Agreement by this reference. For clarity, where each of us Process any Personal Data as separate and independent Controllers (as those terms are defined in the DPA), each party will comply with, and be independently liable under, all applicable laws that apply to it.

6. CONFIDENTIALITY

Each party agrees to (i) protect any Confidential Information received from the other party using the same standard of care it uses to protect its own Confidential Information (which shall be no less than a reasonable degree of care) and (ii) not disclose any part of it to any third party except to its Affiliates, contractors, financial advisors, accountants and attorneys who are subject to legal privilege or confidentiality duties or obligations to the recipient that are no less restrictive than the terms and conditions of the Agreement. If a court or government agency orders either of us to disclose the Confidential Information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. These obligations of confidentiality do not apply to information which: (a) is or becomes generally available to the public (through no act or omission of the receiving party); (b) becomes known to the receiving party on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (c) was lawfully in the possession of the receiving party prior to such disclosure as established by documentary evidence; or (d) is independently developed by the receiving party, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's Confidential Information. This section shall survive three (3) years after the termination of the Agreement or until the Confidential Information is no longer deemed confidential under applicable law, whichever occurs first. In the event of any breach of the confidentiality provisions of this Section 6, the non-breaching party may be irreparably and immediately harmed and might not be made whole by monetary damages. The non-breaching party may be entitled to seek equitable relief by way of injunction, specific performance or similar remedy in addition to any other remedies that may be available to it from a court of competent jurisdiction to prevent or restrain breaches of this Section.

7. WARRANTIES AND DISCLAIMERS

a. LIMITED WARRANTY. EXCEPT WITH RESPECT TO INSTALLED SOFTWARE OR PROFESSIONAL SERVICES, WE WARRANT THAT PROPERLY LICENSED SERVICES WILL MATERIALLY CONFORM TO ANY DOCUMENTATION THAT ACCOMPANIES THE SERVICES. THIS LIMITED WARRANTY APPLIES FOR THE DURATION OF THE TERM. YOUR ONLY REMEDY IN THE EVENT WE BREACH THIS LIMITED WARRANTY SHALL BE THE REPAIR OR REPLACEMENT

OF THE SERVICES AT NO CHARGE. THIS LIMITED WARRANTY DOES NOT COVER PROBLEMS CAUSED BY YOUR FAILURE TO ADHERE TO INSTRUCTIONS, MODIFICATIONS OR CUSTOMIZATIONS TO OUR PRODUCTS OR SERVICES MADE BY YOU OR CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL.

b. INSTALLED SOFTWARE. WE WARRANT THAT OUR INSTALLED SOFTWARE WILL MATERIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, AN INSTALLED SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE APPLICABLE ORDERING DOCUMENT FOR THE AFFECTED INSTALLED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE TIME PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.

c. PROFESSIONAL SERVICES. WE WARRANT THAT WE WILL PROVIDE ANY PROFESSIONAL SERVICES USING REASONABLE SKILL AND CARE.

d. DISCLAIMER OF WARRANTIES. THE FOREGOING WARRANTIES DO NOT APPLY, AND WE STRICTLY DISCLAIM ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY DATA OR THIRD-PARTY SOFTWARE, OR FOR ANY MODIFICATIONS OR CUSTOMIZATIONS YOU MAKE TO OUR PRODUCTS OR SERVICES. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN SECTIONS 7(A), (B), and (C) HEREIN, OUR SERVICES ARE PROVIDED "AS IS", AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN ENTERING THE AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THE AGREEMENT. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED, AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE.

e. NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR SERVICES, DOCUMENTATION OR DATA. SOME INFORMATION MAY CONTAIN THE OPINIONS OF THIRD PARTIES, AND THOMSON REUTERS IS NOT RESPONSIBLE FOR THESE OPINIONS. YOUR DECISIONS MADE IN RELIANCE ON THE SERVICES, DOCUMENTATION OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE SERVICES.

8. LIABILITY

a. LIMITATION. EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID).

b. EXCLUSIONS. IN NO EVENT SHALL WE OR OUR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

c. Unlimited Liability. Section 8(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; (iii) its infringement of the other party's intellectual property rights or violation of the use restrictions in Section 3(f); (iv) our indemnification obligations in Section 8(d); (v) your indemnification obligations in Section 8(e); or (vi) your obligation to pay the charges on the applicable Ordering Document and all amounts for use of the Services that exceed the usage permissions and restrictions granted to you. Nothing in the Agreement limits liability

that cannot be limited under law.

d. Third Party Intellectual Property. If a third party sues you claiming that our Services, excluding any portions of the same provided by our third-party providers, infringes their intellectual property rights, and your use of such Services has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our Services with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our Services other than by Thomson Reuters or our subcontractors; (iii) use of a version of our Services after we have notified you of a requirement to use a subsequent version; or (iv) your breach of the Agreement. Our obligation in this Section 8(d) is conditioned on you (1) promptly notifying Thomson Reuters in writing of the claim; (2) supplying information we reasonably request; and (3) allowing Thomson Reuters to control the defense and settlement. We may remedy any alleged or anticipated infringement of a third-party intellectual property right by (a) procuring the right for you to continue using the Service in accordance with this Agreement; (b) replacing the affected Property with replacements that do not alter the fundamental nature of the relevant Service; or (c) taking any of the actions in 9(b).

e. Your Obligations. You are responsible for any loss, damage or cost we and our Affiliates incur arising out of or in connection with a third-party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our Affiliates' use of the information, data, software, or other materials provided to us by you or on your behalf, which we are required to host, use or modify in the provision of our Services infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under Section 8(d) (Third Party Intellectual Property)); (ii) your or your subcontractors' use of our Property in breach of the Agreement or in violation of applicable law; (iii) our or our Affiliates' compliance with any instruction given by you to us in the course of the provision of our Services; or (iv) an assertion by any person accessing or receiving the benefit of any part of our Services through you.

f. Customer Assistance. We will not be responsible if our Service fails to perform because of your third-party software, your hardware malfunction, or your actions or inaction. If we learn that our Service failed because of one of these, we also reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon by us.

9. TERM, TERMINATION

a. Term. The term and any renewal terms for the Services are described in the applicable Ordering Document. If not otherwise stated in the applicable Ordering Document, the Agreement will automatically renew annually unless either of us gives the other at least 30 days written notice before the end of the then current term.

b. Suspension and Termination. We may on notice terminate, suspend or limit your use of any portion or all of our Services, or modify the terms on which it is provided, if (i) requested to do so by a third-party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent; (iii) there has been or it is reasonably likely that there will be: (1) a breach of security; a breach of your obligations under the Agreement or another agreement between us; (2) a breach of our agreement with a third-party provider; (3) a violation of third party rights or (4) applicable law. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination, suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the Service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction. We may, upon reasonable notice, terminate all or part of the Agreement in relation to a Service which is being discontinued.

c. Material Breach. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of written notice. Any misrepresentation by you or failure to fully pay any amount when due under the Agreement is a material breach for this purpose. Where (i) we terminate a Service, other than for a termination for your breach pursuant to this Section 9(c) or a termination for your insolvency pursuant to Section 9(b), or (ii) you terminate a Service for our breach pursuant to this Section 9(c), you will be entitled to a pro rata refund of any recurring charges paid in advance for the terminated Service that has not been rendered.

d. Effect of Termination. Except to the extent we have agreed otherwise, upon expiration or termination of the Agreement, all licenses and rights granted herein shall end immediately and you must uninstall or destroy all of our Property. Additionally, upon expiration or termination, at your request, we will, at our discretion, either return or destroy your Confidential Information, except as may be required for archival or compliance purposes. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters or its agent any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue or those that expressly state shall survive termination.

e. Amendments. We may modify these Terms at any time by providing notice to you by posting the updated Terms at <http://tr.com/us-general-terms-and-conditions> providing notice to you through your TR account (i.e., My Account), sending you a renewal notice communication, or using other similar means. Modified terms become effective 30 days after such notice. By using the Services after the effective date, you agree to be bound by the most recent version of the Terms. You are responsible for reviewing and becoming familiar with any such modifications.

f. Force Majeure. We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the Services and continue for more than 30 days, either of us may terminate any affected Service on written notice to the other.

10. THIRD PARTY RIGHTS

Our third-party providers benefit from our rights and remedies under the Agreement. Except for our third-party providers, no other third parties have any rights or remedies under the Agreement.

11. GENERAL

a. Assignment. Unless otherwise provided in this Section, neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement to anyone else without the other party's prior written consent, which may not be unreasonably withheld or delayed. We may delegate or transfer any obligation set forth in the Agreement, assign the Agreement, or assign any rights or remedies granted in the Agreement in whole or in part (i) to an Affiliate; (ii) in connection with our or our Affiliate's sale of a division, product or service; or (iii) in connection with a reorganization, merger, acquisition, divestiture or similar business transaction. We may subcontract any of the Services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 11(a) is void.

b. Feedback. You may voluntarily provide any comments, suggestions, ideas or recommendations (collectively, "Feedback") to Thomson Reuters, and if so, you grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right, without charge, to use any Feedback you provide related to any of our Property in any manner and for any purpose.

c. Agreement Compliance. We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

d. Governing Law. Unless otherwise stated in the applicable Ordering Document, the Agreement will be governed by the laws of the State of New York and each of us hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County to settle all disputes or claims arising out of or in connection with the Agreement.

e. Precedence. If there is any conflict among any elements of the Agreement, the descending order of precedence is: third party license terms contained in Section 3(e) of these Terms; the applicable Ordering Document; and the remaining provisions of the Agreement.

f. Trials. All trials or testing of our Services are subject to these Terms unless we notify you otherwise. Access to our Services for trials may only be used for your evaluation purposes. Unless we agree otherwise in writing, any data you enter into the Services, and any customizations made to the Services by or for you, during any free trial may be permanently destroyed at the end of the trial.

g. Support Provided. To assist in resolving technical problems with the Services, Thomson Reuters, or its agents on behalf of Thomson Reuters, may provide telephone and/or online access to its helpdesk or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on <http://thomsonreuters.com/support-and-training> or as otherwise provided by Thomson Reuters. You may request us to assist with any of the following: (a) issues caused by you or third party information or materials; (b) any Services, or any versions of Services, that we have advised you are unsupported; (c) issues caused by your failure to follow our instructions or specifications; (d) Services not located in or conforming to the operating environment specified in the Agreement; (e) issues caused by accidents, modifications, support, relocation or misuse of the Service not attributable to us; or (f) your networking or operating environment. Additional Charges in respect of such assistance may apply.

h. No Waiver. If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

i. Severability. If any part of the Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.

j. Consent to Electronic Communications. You hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services.

k. Notices. All notices under the Agreement must be in writing and sent by email (except for notices of breach of the Agreement which may not be sent by email) or mail, courier, fax or delivered in person at the address set out on the relevant Ordering Document between the parties (or such other more recent address notified to the other). However, we may give technical or operational notices or notices of third-party provider terms via publication on the URL in Section 3(e) or within the Services themselves.

l. Entire Agreement and Non-Reliance. The Agreement contains the entire understanding between us regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter, including without limitation any terms and conditions appearing on a purchase order or other form(s) used by you. Each of us acknowledges that in entering into the Agreement neither of us have relied on any representations made by the other that are not expressed in the Agreement.

Product-Specific Terms

Document 2



Campus Research. Access to Campus Research is strictly limited to current faculty, administration, staff and students. Incidental access by public walk-in users at your physical location is permissible. Campus Research is not available to law schools, offices of the general counsel of any college or university or any other similarly situated academic entities. Campus Research use is limited to educational, research and non-commercial purposes. You will exercise reasonable, good faith efforts to enforce these restrictions. You are required to provide your security certificate before remote access will be enabled. You are responsible for your security design, configuration and implementation to limit access to the Campus Research URL.

CD-ROM Libraries. Your license to use our CD-ROM, DVD, USB and similar media (collectively “CD-ROM”) libraries is restricted to a single office location. Each library license includes a proprietary control file which you may install on a single local area network (LAN). Employees working at or assigned to the licensed site may access the CD-ROM libraries by remote connection to the LAN installed at the licensed site. Access to CD-ROM libraries through wide area networks, multiple LANs, multiple sites or similar arrangements is prohibited. You may transfer the CD-ROM library data to a single storage drive under your exclusive control and maintain the data as a database searchable with West software. West software is subscribed to and licensed separately from the CD-ROM libraries. By using the software, you agree to be bound by the software license agreement that accompanies the software. We may terminate a CD-ROM library subscription on 30 days prior written notice if the library is no longer commercially available. Upon termination by either party, you shall immediately destroy the terminated CD-ROM libraries and destroy CD-ROM library data maintained on a permanent storage drive.

Hosted Practice Solutions. We will not disclose your content except in support of the use of the hosted products or unless required by law. We will provide notice to you of any unauthorized third party access to your content of which we become aware in accordance with applicable law and will use reasonable efforts to remediate identified security vulnerabilities. The service level agreement for hosted practice solutions is located at http://static.legalsolutions.thomsonreuters.com/static/service_level_agreement.pdf. If the agreement expires or is terminated, we will provide access to the hosted product for 180 days so that you may remove your content. The terms and conditions of the agreement remain in effect through this 180-day post-agreement period.

ProView eBook License Terms. The license allows you to download the ProView eBooks to your mobile devices and access the eBook content online. We may terminate your license including notes and annotations if we lose the right to offer the eBook content, discontinue the ProView software, or are otherwise unable to offer eBook content. We may provide the content to you in another media format if commercially reasonable. We may update your eBook version if necessary to maintain access to the content. If you reassign an eBook to a different user, we will provide the then-current version of the eBook. Notes and annotations made by the previous user will not transfer to the new user. You are responsible for assigning the registration keys and maintaining registration key security. Sharing of registration keys is STRICTLY PROHIBITED.

Thomson Reuters Panoramic™ (“Panoramic”). Upgrades (e.g., releases or versions that include new features, or additional functionality) will be included during your subscription term. However, we will provide technical support for only the most current upgrade and the immediately preceding upgrade Panoramic may include links to matter map samples and other general information. These are provided for informational purposes only and may not be suitable to your circumstances. You are responsible for access to Panoramic, and all data uploaded to Panoramic, including, but not limited to, your customer materials and customer data, user generated content, pricing data, or personally identifiable information (collectively, “Data”). When you access Panoramic, you may click on links to third-party web sites that are beyond our control. We do not endorse the content found on third-party web sites. You assume sole responsibility for your use of third-party links and materials. Your data is anything that you upload into Panoramic (“Your Content”). As between you and us, you exclusively own all rights, title and interest in Your Content. If the agreement expires or is terminated, we will provide access to the hosted product for 180 days so that you may remove your content. The terms and conditions of the agreement remain in effect through this 180-day post-agreement period. Your Content will be retained for 180 days at no additional charge. You permit our use of relevant Data, including pricing data, to create matter and pricing maps. This Data will only be accessed by TR employees and contractors who need access to support Panoramic.

Time & Billing Services. You give us permission to share your time & billing information and content with our business partners to the extent necessary to provide the time & billing services to you. You will remove all of your time & billing content prior to termination of this Order Form. We may collect and disclose aggregated practice management, financial management, and time tracking data, as long as the data is not identifiable to any individual customer or user.

Westlaw. You may transmit our information product data electronically using a feature in the information product or print and share that information product data as necessary in the regular course of your business.

Westlaw Doc & Form Builder. We will maintain your Westlaw Doc & Form Builder data for 180 days after your subscription ends.

Westlaw Paralegal. Westlaw Paralegal access is strictly limited to current paralegal or legal assistant program faculty, administration, staff and students for educational purposes only.

Westlaw Patron Access. Patron Access is only available to state, county or municipal government law libraries and libraries that are open to the public. All access to and use of Westlaw Patron Access is governed by your Order Form. You are responsible for your users access to Westlaw Patron Access. Westlaw Patron Access may only be made accessible on your designated terminals through a product icon or a link placed on the designated terminals desktop. Your users must assent to an online click-through license agreement prior to accessing Westlaw Patron Access. You may provide wireless access on your own internal network to the number of concurrent users listed in your ordering document, if any. Access is limited to your library’s physical premises, including wireless access. Remote access outside the physical confines of your library in any manner whatsoever is strictly prohibited. You are responsible for your system security as well as desktop security to limit access to the Westlaw Patron Access URL. We may restrict access to certain products or services.

Westlaw Patron Access Remote. Westlaw Patron Access Remote is only available to state, county or municipal government law libraries and libraries that are open to the public. All access to and use of Westlaw Patron Access Remote is governed by your Order Form. You are responsible for your user’s access to Westlaw Patron Access Remote. Westlaw Patron Access Remote can be accessed when your users click on a link placed on your website. Your users must assent to an online click-through license agreement prior to accessing Westlaw Patron Access Remote. You may provide access only to the number of concurrent users listed in your ordering document, if any. We are not responsible for the security of your systems. We may restrict access to certain products or services. Excess or Inappropriate Use. At our sole discretion, individual users with excessive use or use in conflict with the online click-through license agreement may be suspended without notice. We may also suspend access to the Customer’s Patron Access Remote subscription if it is determined that there are repeated instances of excessive use or if Customer violates any of the terms of the Order Form, including these Product Specific Terms.

West LegalEdcenter. You may download text-based content on any computer for your personal, noncommercial use. You may not share the content with your clients or other third parties. Group viewing of multi-media content is allowed for you and other West LegalEdcenter subscribers. Persons without a West LegalEdcenter subscription are prohibited from attending the group viewing. If you participate in any discussions on West LegalEdcenter, you agree not to use any language that is threatening, abusive, vulgar, discourteous or criminal. You will not post or transmit information or materials that would violate the rights of a third party, including but not limited to intellectual property rights. You will not post or transmit anything which may contain a virus or other harmful component. When providing information to state accreditation agencies on your behalf, WE ARE NOT RESPONSIBLE FOR THE ACCURACY OF JURISDICTION-SPECIFIC CONTINUING LEGAL EDUCATION REQUIREMENTS STATED IN WEST LEGALEDCENTER. YOU MUST VERIFY COMPLIANCE REQUIREMENTS INDEPENDENTLY. You are solely responsible for any information, omission or misstatement in the credits recorded and maintained in the credit tracking section. When you access West

You are solely responsible for any information, omission or misstatement in the credits recorded and maintained in the credit tracking section. When you access West LegalEdcenter, you may click on links to third-party web sites that are beyond our control. We do not endorse the content found on the third-party web sites. You assume sole responsibility for your use of third-party links and materials. Each West LegalEdcenter user will receive an e-mail from us with their username, password and other important information about using the West LegalEdcenter subscription. After the initial communication, users may opt-out of West LegalEdcenter email receipt.

West km software. Any West km licensed in the ordering document must reside on a dedicated server under your control and maintained by you at your expense. The server must be accessible to all of your authorized West km users. If you choose to activate the NetDocuments integration, your data will be transmitted from NetDocuments to your network and server. We are not and NetDocuments is not responsible for the privacy, security, integrity or availability of the data transmitted to you.

Westlaw Public Records. If the transactional value of your Westlaw Public Records usage exceeds your then-current Westlaw charges by more than 20 times in any month, we may limit access to live gateways, request the parties enter into good faith renegotiations or terminate upon 10 days written notice. Transactional value of your Westlaw Public Records usage is calculated based upon our then-current Schedule A rates. Schedule A rates may change upon at least 30 days written or online notice.

Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be.

You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us.

We are not a consumer reporting agency. You may use information product data to support your own processes and decisions, but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by these General Terms and Conditions.



Additional Terms for Services with Generative AI Skills

1. APPLICABILITY

- 1.1. These Additional Terms for Services with Generative AI Skills ("GenAI Terms") apply to your access or use of the generative artificial intelligence skills ("GenAI Skills") within our Services. Unless otherwise defined in these GenAI Terms, capitalized terms have the meanings given to them in the current version of Thomson Reuters General Terms and Conditions (or other applicable governing terms).
- 1.2. These GenAI Terms may be further supplemented by product specific terms, as applicable. If there is a conflict between these GenAI Terms and any other document forming the Agreement, the order of precedence is as follows: Ordering Document, product specific terms, these GenAI Terms, annexes, schedules, and the Thomson Reuters General Terms and Conditions (or other applicable governing terms).

2. DEFINITIONS

- 2.1. **"User Content"** means user content or documents (i) uploaded by a user to the Services or (ii) accessed by a user via an integration with the Services.
- 2.2. **"User Prompt(s)"** means an input by a user in the form of a query, statement, or instruction, intended to guide the Services in generating an Output or completing a task using the GenAI Skills.
- 2.3. **"Output"** means any text, information, or other content that the GenAI Skills generate in response to a User Prompt and/or based on User Content and return to a user.

3. USAGE

- 3.1 You may provide a User Prompt and User Content to the Services for the purpose of receiving an Output from the GenAI Skills. As between the parties, you warrant that you own, or have the relevant third-party licenses, legal grounds, consents or permissions to use, the User Prompts and User Content.
- 3.2 When using or accessing the Services, you must not provide Thomson Reuters with any User Prompts or User Content, including any personal data (as defined by applicable law) contained in User Prompts or User Content, which violate, misappropriate, or infringe the rights of any third party, applicable law, the Agreement, or these GenAI Terms.
- 3.3 We will not, and will not permit our third-party providers to, develop, train, or fine-tune any generative/foundational AI models with User Prompts, User Content, or Outputs, unless agreed upon separately in writing.

4. OUTPUTS

- 4.1 Subject to the use restrictions set forth in the Agreement and to the extent permitted by applicable law, as between you and us, you own the Output generated from your use of the GenAI Skills, provided that such ownership is subject to our third-party licensors' rights and any rights we retain in our Property or any derivatives thereof. To the extent that Output includes any of our Property or derivatives of our Property, or that of our third-party licensors, you are granted a limited, non-exclusive, worldwide, royalty-free license to use such portions of the Output. This license does not transfer ownership of our or our third-party licensors' Property to you and your use of such Property remains subject to the restrictions and limitations set forth in the Agreement.
- 4.2 You acknowledge that, due to the nature of the GenAI Skills, other users may receive Output that is similar or identical to Output generated for you, provided that such Outputs will not be created with the use of your User Prompts or User Content.
- 4.3 You may not use our Property or our third-party providers' property to train or develop any artificial intelligence or machine learning algorithms or software, or create any derivative works, compilations or collective works or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of Thomson Reuters or any person, or that violates any applicable law.



CoCounsel Core & CoCounsel Drafting Product Specific Terms

1. APPLICABILITY

- 1.1 These CoCounsel Core & CoCounsel Drafting product specific terms ("Product Specific Terms") apply when you purchase a license to use or access CoCounsel Core or CoCounsel Drafting (the "Services") as set out in the applicable Order Form and supplement the Agreement, overriding any similar terms contained within the Agreement with respect to the Services. If there is a conflict between these Product Specific Terms and any other document forming the Agreement, the order of precedence is as follows: Order Form, these Product Specific Terms, the GenAI Terms, annexes, schedules, and the Thomson Reuters General Terms and Conditions (or the applicable governing/master terms). A breach of these Product Specific Terms is a breach of the Agreement.
- 1.2 "You", "your", and "Customer" mean the client, customer, or subscriber identified in the Order Form and "we", "our", and "Thomson Reuters" mean the Thomson Reuters entity identified in the Order Form and, where applicable, its Affiliates, and our and their employees, contractors, and third-party providers.
- 1.3 Unless otherwise defined herein, any capitalized terms shall have the meanings given to them in the Order Form, the GenAI Terms, or the Thomson Reuters General Terms and Conditions (or the applicable governing/master terms).

2. DATA

- 2.1 **Inputs and Outputs.** Subject to Section 2.2 below, all inputs provided to, and Outputs generated by, the Services are subject to the GenAI Terms.
- 2.2 **De-identified User Prompts.**
 - 2.2.1 With respect to User Prompts only, we may create and use De-identified User Prompts to improve the performance, functionality, and overall user experience of the Services. We will take reasonable steps to ensure that all such De-identified User Prompts are not re-identified by us or any third party. When using or accessing the Services, you must not provide Thomson Reuters with any User Prompts or User Content, including any personal data (as defined by applicable law) in User Prompts or User Content, which violate, misappropriate, or infringe the rights of any third party, applicable law, the Agreement, or these GenAI Terms
 - 2.2.2 For the purposes of these Product Specific Terms, "De-identified User Prompts" means where we have de-identified the metadata associated with and the content of the User Prompt so that neither you nor an organization can be reasonably identifiable.

3. RESPONSIBILITIES AND RESTRICTIONS

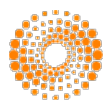
- 3.1 **Your Responsibilities.** You shall be solely responsible for managing and administering user accounts, including issuing usernames and passwords. We may terminate or suspend any user's access to the Services for any breach without notice, and any breach by a user will be deemed to be a breach by you. You shall be solely responsible for the security and confidentiality of your account information, including usernames and passwords, and will ensure that no third party uses your account.
- 3.2 **Integrations.** Your use of the Services may include integrations with certain third-party services, platforms, applications, extensions, add-ons, and related offerings not provided by us (collectively, "Integrations"). You acknowledge and agree that your use of any Integrations is subject to and shall be governed by the applicable terms and conditions of your separate agreement with the relevant third-party provider. We do not make any representations or warranties with respect to Integrations and, to the maximum extent permissible under applicable laws, shall not be held liable for their security, functionality, operation, availability, interoperability, violation of applicable law, or how such third-party provider uses Your Data. You are solely responsible for complying with any requirements set forth by any such third parties. If you choose to use an Integration with the use of the Services, you acknowledge and agree that you are authorizing us to access and share Your Data with the third-party provider on your behalf solely in order for the third-party provider to provide the relevant Integration to you. Any information that a third-party provider collects, stores, and processes from you will be subject to such third-party provider's terms of service, privacy notice, or similar terms and is not subject to [Thomson Reuters Privacy Statement](#) or [Data Processing Addendum](#).



4. MODULE-SPECIFIC TERMS

4.1 Clause Finder

- 4.1.1 **Add-in.** For Clause Finder to function, you must download the add-in in accordance with the Documentation we provide to you.
- 4.1.2 **Internal Agreements Administration.** You must designate one or more admin users who will be responsible for maintaining Your Data. To upload Your Data, admin users must access the Thomson Reuters Integrations application ("Integrations App") in accordance with the documentation we provide. Without limiting Section 3.2 above, the following shall apply to use of Integrations App with Clause Finder:
 - 4.1.2.1 Admin users may use the Thomson Reuters Integrations App, and any Integrations available within, solely for the purpose of uploading and managing Your Data for use with Clause Finder.
 - 4.1.2.2 You agree you will not store more than 10 GB of Your Data in the Integrations App site, and you agree to remove any excess storage of Your Data at our request.
 - 4.1.2.3 Admin users are responsible for adding, removing and updating Your Data, and you are responsible for ensuring that admin users understand that Your Data made available through the Integrations App will be available for all your users. Your Data added to the Integrations App by syncing directly to a third-party Integration may include permissions that flow through with Your Data. We are not responsible for any such permissions or functionality, including any failures or inaccuracies, and you are fully responsible for ensuring that any permissions have been properly applied to Your Data added to Integrations and made available in Clause Finder. You acknowledge that we are not responsible for maintaining, updating, deleting, or adding Your Data to Integrations.



HighQ Product Specific Terms

1. APPLICABILITY

- 1.1 These HighQ product specific terms (“Product Specific Terms”) apply when you purchase a license to use or access HighQ as set out in the applicable Order Form. “You”, “your” and “Customer” mean the client, customer or subscriber identified as such in the order form and “we”, “our” and “Thomson Reuters” mean the Thomson Reuters entity identified in the order form and, where applicable, its affiliates.
- 1.2 If there is a conflict between these Product Specific Terms and any other document forming the Agreement, the order of precedence is as follows: order form, these Product Specific Terms, annexes, schedules and general or master terms and conditions.
- 1.3 As used herein: Permitted Affiliate means any of your current or future affiliates, which are entities you directly or indirectly, have the power to Control, whether through ownership of (a) more than fifty percent of the voting equity or (b) more than fifty percent of an interest in a joint venture in which Control over the joint venture is set forth in writing, and in each case, for as long as such Control exists. “Control” and its correlative terms means, with respect to any entity, the possession, directly or indirectly, of (i) the power to direct or cause the direction of the management and policies of such entities, whether through ownership of voting securities, as trustee or executor, as general partner or managing member, by contract or otherwise, and (ii) the authority to bind such affiliate to the terms and conditions of this Agreement.

2. SCOPE OF HIGHQ LICENSES

2.1 License types:

Core Internal Users: Named employees and contractors under your, or your Permitted Affiliates’, control to whom you provide a log-in identification to access HighQ products and services set forth in your Order Form; provided that the maximum number of Core Internal Users is set out on the Order Form.

Designated Other Users: Individuals who are not Core Internal Users, and who are intended to be ancillary users of the HighQ products and services, who you invite to access HighQ; provided that the maximum number of Designated Other Users is set out on the Order Form. Designated Other Users includes both **External Users** (meaning individuals outside your, or your Permitted Affiliates’ organization) and **Basic Internal Users** (meaning individuals under your, or your Permitted Affiliates organization’s control).

- 2.2 **Scope of Use.** All access to HighQ by Core Internal Users and Designated Other Users is on a named individual (human) user basis by way of unique user-name and password. Only a single user may access HighQ through any individual user account. You and your Core Internal Users and Designated Other Users shall comply with the applicable license grant and not attempt to circumvent it in any way. If requested, you shall provide us with information concerning your use of HighQ.
- 2.3 **Designated Other Users:** Core Internal Users may provide access to your instance of HighQ to your Designated Other Users solely for the purposes of:
 - (a) For External Users: collaborating on services you are providing to your client in your normal course of business; and
 - (b) For Basic Internal Users:
 - (i) receiving the services provided by a Core Internal User;
 - (ii) submitting requests or other information to Core Internal Users;
 - (iii) reading, using, and reviewing Your Content or providing comments on Your Content to Core Internal Users;
 - (iv) creating and editing documents using templates and workflows created by a Core Internal Users;
 - (v) receiving status updates from Core Internal Users;
 - (vi) A Basic Internal User may not:
 - i. create or edit templates, or workflows;
 - ii. administer or configure the HighQ product or services, or any part of the HighQ product or services; or
 - iii. be granted administrative, editorial, or content creation rights.
- 2.4 **Responsibilities.** You are responsible for the terms on which you supply HighQ, provided that you are responsible for your Designated Other Users’ compliance with the terms of the Agreement and you provide all support to your Designated Other Users. Designated Other Users’ access and use must only be made available in the manner and using the functionality we make available to you within HighQ. You must not delete or alter Thomson Reuters proprietary notices or copyright notices. You will immediately terminate all Designated Other Users’ access when your Agreement for such licenses expires or is terminated.
- 2.5 **Additional Authorized Uses.** Core Internal Users may (and may authorize External Users to) provide access to documents made available through HighQ to a non-user solely for the purpose of reading or editing a shared file, and for filling out iSheet forms.
- 2.6 **Administration.** Unless otherwise agreed with us, you are responsible for the administration of all access to HighQ, including allocation and removal of access, and for the actions of all Core Internal Users. You may only grant administration rights to identified Core Internal Users. You are responsible for all access to HighQ through you or your systems and for any breach of the terms of the Agreement as a result of such access (whether permitted to do so by you or not).



3. YOUR CONTENT

Your content is any information, data, materials or other content that you, Core Internal Users or Designated Other Users upload or submit through HighQ ("Your Content"). Except as otherwise provided herein, all output, copies, reproductions, improvements, and modifications to Your Content are themselves also Your Content. For the avoidance of doubt, Your Content does not include any and all information reflecting the access to and use of HighQ by or on behalf of you, any Core Internal User or Designated Other User, or any of our content including tools, data or information obtained from us or through one of our other products. As between you and Thomson Reuters, you exclusively own all rights, title and interest in Your Content. Without limiting the generality of the foregoing, we shall not use Your Content for any purpose other than performing our obligations under the Agreement and shall limit access to and disclosure of Your Content to our personnel who require access to perform our obligations under the Agreement. We shall not distribute, make available or otherwise disclose Your Content or any part of it to any third party for any reason, unless specifically instructed or permitted by you or your Core Internal Users, or required in order to perform the services or as otherwise expressly required by applicable laws. You grant us permission to use, store, copy, share, transfer, and process Your Content to the extent necessary to provide the services. You acknowledge and agree that we may transfer Your Content to (i) our third-party service providers to the extent necessary to provide the services and (ii) third party partners enabled by you via your access to HighQ. The parties acknowledge and agree that all Your Content shall be deemed your confidential information. If the Agreement expires or is terminated, you may request to maintain access to the HighQ services for up to thirty (30) additional days after the effective date of the termination or expiration of the Agreement solely for the purpose of removing Your Content that you wish to retain. Nothing in these HighQ Product Specific Terms shall supersede any license agreements between you and us for any of our other products.

4. BRAND LICENSE

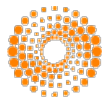
Where you upload a logo or other branding ("Logo") to the HighQ service, you hereby grant to Thomson Reuters a non-exclusive license to publish the Logo within your instance of HighQ for the term of the Agreement. You warrant that you are entitled to grant such a license.

5. ACCESS TO HIGHQ VIA API

- 5.1 **API License.** On request and subject to you having purchased licenses to access HighQ and to all the terms and conditions of this Agreement, we permit you, during the term, to access HighQ via the HighQ API (the "API"). You understand that access to HighQ via the API may not always provide the same functionality or experience as access via the web application. Your access rights via the API will terminate on termination of your license to use HighQ.
- 5.2 **API Responsibility.** You are responsible for all access to HighQ via the API and such access must be by way of individual user sign-in. Unless otherwise authorized under this Agreement, you may not provide access to HighQ via the API to any third-party without our written consent, and any third-party must agree to our license terms before access may be granted. You are responsible for any third-party accessing the API on your behalf.
- 5.3 **Technology Requirements.** You must adhere to all API documentation provided to you by us.
- 5.4 **Suspension.** We may suspend, disable or withdraw access via the API at any time if, in our reasonable opinion, you have breached any material term of the Agreement or if there is risk of any breach of security. We will not be responsible for any loss, damage, costs, expenses or other claims by you, any user or third party resulting from the suspension of access via the API.
- 5.5 **Modifications.** We may enhance, update, upgrade or modify the API from time to time (collectively "Changes") and will use reasonable efforts to provide you with notice of such Changes. You acknowledge that you are responsible for managing such Changes to maintain compatibility and functionality with the API.
- 5.6 **Disclaimer of Warranties.** We will not be liable for any inability to access HighQ via the API, costs incurred by you, or any losses, lost profits or damages of any kind arising out of or in connection with your use of the API. We make no warranty of any kind with respect to the API, including any warranty that the API will be compatible with any of your or any third-party's software, system or other service. We do not warrant or represent that access via the API will be delivered free of any inaccuracies, interruptions, delays, omissions or errors ("Faults"), or that any Faults will be corrected. We will not be liable for any loss or damages resulting from any such Faults.

6. ACCESS TO HIGHQ AI/ML Tools

- 6.1 **Definitions:** "AI/ML Tools" means any artificial intelligence (AI) or machine learning (ML) products and services, and also including any Thomson Reuters AI/ML models and AI/ML algorithms, made available in HighQ via the AI Hub.
- 6.2 **License Grant**
 - (a) If your order form includes any products or services that allow you to use AI/ML Tools as part of your use of our services, you may, in the ordinary course of your business, incorporate Your Content within our AI/ML Tools which will result in an analysis of Your Content.
 - (b) You agree that the AI/ML Tools, including any changes, enhancements, modifications, extensions, iterations, and derivative works thereto, including any derivative works resulting from the analysis of Your Content, and all intellectual property rights therein, are the sole property of Thomson Reuters. You represent and warrant that you have all necessary rights in Your Content to allow us to perform the Services.



Case Center Product Specific Terms

1. APPLICABILITY

- 1.1 These Case Center product specific terms (“Product Specific Terms”) apply when you purchase a subscription to use or access Case Center as set out in the applicable Order Form. “You”, “your” and “Customer” mean the client, customer or subscriber identified as such in the order form and “we”, “our” and “Thomson Reuters” mean the Thomson Reuters entity identified in the order form and, where applicable, its affiliates.
- 1.2 If there is a conflict between these Product Specific Terms and any other document forming the Agreement, the order of precedence is as follows: order form, these Product Specific Terms, annexes, schedules and general or master terms and conditions.

2. SCOPE OF CASE CENTER SUBSCRIPTION

2.1 Use types:

Account Users: Employees and contractors under your, or your Permitted Affiliates’ control to whom you provide a log-in identification to access Case Center products and services as set forth in your Order Form. Consult the Order Form for specific usage limitations associated with your subscription.

Invited Users: Individuals who are not Account Users and who are intended to be ancillary users of the Case Center products and services, whom you invite to access Case Center. Invited Users means individuals outside your or your Permitted Affiliates’ organization. Invited Users must accept and agree to the embedded terms and conditions to enable the invitation and use the Case Center product and services.

- 2.2 **Scope of Use.** All access to Case Center is on a named individual (human) user basis by way of unique user name and password. Only a single user may access Case Center through any individual user account. All Users shall comply with the applicable subscription grant, as identified in the Order Form, and may not attempt to circumvent it in any way. Upon request, you will provide us with information concerning your use of Case Center. Consult the Order Form for specific usage limitations associated with your subscription.
- 2.3 **Administration.** Unless otherwise agreed with us, you are responsible for the administration of all access to Case Center, including allocation and removal of access, and for the actions of all users. You may only grant administration rights to identified Account Users. You are responsible for all access to Case Center through you or your systems and for any breach of the terms of the Agreement resulting from such access (whether permitted to do so by you or not).

Account Users must assign applicable Case Center service permissions to each Invited User.

- 2.4 **Responsibilities.** You are responsible for the terms on which you supply access to Case Center products and services to Invited Users, their compliance with the terms of this Agreement, and any support they may require. Invited Users access and use must only be made available in the manner and using the functionality we make available to you within Case Center. You must not delete or alter Thomson Reuters proprietary notices or copyright notices. You will immediately terminate all Invited Users access when your Agreement for such subscription expires or is terminated.

3. USER CONTENT

“User Content” is any information, data, materials or other content that you, Account Users or Invited Users upload or submit through Case Center. Except as otherwise provided herein, all output, copies, reproductions, improvements, and modifications to User Content are themselves also User Content. For the avoidance of doubt, User Content does not include any information reflecting the access to and use of Case Center by or on behalf of you, any Account User or Invited User, or any of our content including tools, data or information obtained from us or through one of our other products. As between you and Thomson Reuters, you exclusively own all rights, title and interest in your User Content. Without limiting the generality of the foregoing, we shall not use User Content for any purpose other than performing our obligations under the Agreement and shall limit access to and disclosure of User Content to our personnel who require access to perform our obligations under the Agreement. We shall not distribute, make available or otherwise disclose User Content or any part of it to any third party for any reason, unless specifically instructed or permitted by you or your Account Users or as otherwise expressly required by applicable laws. You grant us permission to use, store, copy, share, transfer, and process Your Content to the extent necessary to provide the services. You acknowledge and agree that we may transfer Your Content to (i) our third-party service providers to the extent necessary to provide the services and (ii) third party partners enabled by you via your access to Case Center. The parties acknowledge and agree that all Your Content shall be deemed your confidential information. If the Agreement expires or is terminated, you may request to maintain access to the Case Center services for up to 20 days after the effective date of the termination or expiration of the Agreement solely for the purpose of removing User Content that you wish to retain. Nothing in these Case Center Product Specific Terms shall supersede any other terms between you and us for any of our other products.

WEST ORDER FORM
610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000

Document 7



Check West account status below as applicable:		Rep Name & Number _____	
New _____	Existing with Increase Credit Limit _____		
Existing with no changes _____		Existing with changes _____ (Permanent name change must attach a Customer Name Change Form)	

Acct # _____	Quote # _____	PO # _____	Date _____
Name/Customer _____		Bill To Acct # _____	
Order Confirmation Contact Name _____			
E-Mail _____			
Password Contact Name (for password delivery) _____			
E-Mail _____			
Time and Billing Contact Name _____			
E-Mail _____			
Federal Government Account Type _____	Non-FEDLINK _____	FEDLINK _____	GSA _____
MSA Jurisdiction _____	Contract # _____	Option # _____	

Permanent Address Change _____		One-Time Ship To _____	Additional Ship To _____
Name _____		Attn: _____	
Address _____		Suite/Floor _____	
City _____	State _____	County _____	Zip _____

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or

B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as “Thomson Reuters”, “we” or “our,” in each case with respect to the products and services it is providing, and Customer will be referred to as “you”, “your”, “I” or “Client”.

Thomson Reuters General Terms and Conditions (available here: <http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions. If you are a Federal Government customer, the Thomson Reuters General Terms and Conditions for Federal Customers located at <http://tr.com/federal-general-terms-and-conditions> will apply in place of the General Terms and Conditions above. This Order Form is subject to our approval.

Online/CD-ROM/Practice Solutions/Software Products							
Full Svc #	Online/CD-ROM/Practice Solutions/Software Products	Quantity *	Monthly Rate Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly Charges	Minimum Term (Months)

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Concurrent Patron Users, Active Legal Holds, and Quantity of Additional Storage

Total Monthly Charges (initial Term) \$ _____

Notes:

Online/Practice Solutions/Software Products Subscriptions

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form.

When your Minimum Term terminates, the following will apply:

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Customers Optional Minimum Term. Federal government customers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

CD-ROM and Dissomaster Products

Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for a Minimum Term of the following 12 complete calendar months. If you have an existing Per User CD-ROM license and are adding additional users with this Order Form, the Minimum Term in your underlying Order Form will apply.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates, replacement or supplemental CD-ROMs and online updates.

____ **Initials for Post Minimum Term Subscription Services.** I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. At the end of the Minimum Term, your Monthly Charges will be billed at up to our then current retail rate.

Your West sales representative will provide frequency of updates upon request. For transportation charges, returns and refunds see Miscellaneous below.

Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 60 days written notice.

____ **Annual billing (please check if requested)**

Banded Products Subscriptions

You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Internal Corporate Use Only

BND

Technical Contacts for Westlaw Patron Access and Campus Research

Technical Contact Name (please print): _____

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Patron Access: IP Address: _____

One IP Address per terminal. Additional pages may be attached if needed.

Campus Research: IP Address Range _____

* Orders submitted without IP Address information may delay set up and access

For Internal Office Use Only

OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

	Online/Practice Solutions/Software Renewals	
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Sub Matl #	Online/Practice Solutions/Software Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)

Notes:

Monthly Charges for the Initial Renewal Year are set forth above and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form.

When this Renewal Term expires the following will apply:

Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Customers Optional Minimum Term. Federal government customers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

	Passwords and QuickView+	
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Last Name	First Name, M.I.	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)

QuickView is provided as a service to you for estimating your Westlaw charges. Actual charges billed may vary from QuickView+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com>.

Identify which Westlaw password holder you would like to have Quickview+ access:

Last Name _____ First Name _____ E-mail _____

	Print/CD-ROM Products	
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Full Svc #	Print/CD-ROM Products	Quantity	List Charges	Other	Unit Price	Charges	Print Subscription Service (y/n)

Notes:

Total Charges \$ _____

_____ **Initial for Subscription Services.** I understand that West will continue to provide subscription services for the print and/or CD-ROM products designated above. Print and/or CD-ROM subscription services include automatic shipments. For print subscriptions you will receive automatic shipments of updates and supplements, such as pocket parts, pamphlets, replacement volumes or loose-leaf pages and will be billed or auto-charged or debited (if separately authorized) at our then current rates. Anniversary billed print products (annual billed and monthly billed) will be billed at then current rates. Monthly anniversary billed products will be billed monthly at then current rates. For CD-ROM subscriptions you will receive automatic shipments of updates and supplements and will be billed or auto-charged or debited (if separately authorized) at our then current rate.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the Miscellaneous section below.

Subscription services will continue until cancelled by either party at any time in writing. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

	Online/CD-ROM Products to be Lapsed	
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Full Svc #	Online/CD-ROM Products	# of Passwords

Notes:

	Westlaw Roaming Access	
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If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

_____ **Initial to block roaming access**

	Miscellaneous	
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1. **Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

2. **Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://legalsolutions.com/schedule-a-concourse-firm-central-caselogistix>. Excluded Charges may change after at least 30 days written or online notice.

3. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.
4. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.
5. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.
6. **Cancellation Notice.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.
7. **Transportation Charges.** Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.
8. **Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at legalsolutions.com/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- CD-ROM
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

9. **Drafting Tools Product Specific Terms.** The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <http://tr.com/drafting-tools-product-specific-terms>.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Customer .

Printed Name _____

Title _____

Date _____

Signature X _____

For Internal Use Only (Rep to complete for telephone print orders only)
By signing and completing below the Rep certifies that he/she discussed and received assent to the Subscription Services terms above from Customer.

Date: _____ Time: _____

Name of Customer Placing Order: _____

Signature of Rep: _____



<u>Check West account status below as applicable:</u>		Rep Name & Number _____		*** R E Q U I R E D ***
New _____				
Existing with no changes _____		Existing with changes _____ (Permanent name change must attach a Customer Name Change Form)		
Does Customer have an existing West account?				
☐ Yes If yes, please provide West account number _____				
☐ No _____				
Acct # _____		Quote # _____ PO # _____ Date _____		
Name/Customer _____		Bill To Acct # _____		
Order Confirmation Contact Name _____				
E-Mail _____				
CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) _____				
E-Mail _____		Telephone _____		
CLEAR Primary Account Contact Name (general business contact) _____				
E-Mail _____		Telephone _____		
Federal Government Account Type _____		Non-FEDLINK _____ FEDLINK _____ GSA _____		
MSA Jurisdiction _____		Contract # _____ Option # _____		
				I F N E E D E D
Permanent Address Change _____ One-Time Ship To _____ Additional Ship To _____ Additional Bill To _____				
Name _____ Attn: _____				
Address _____ Suite/Floor _____				
City _____ State _____ County _____ Zip _____				

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as “Thomson Reuters”, “we” or “our,” in each case with respect to the products and services it is providing, and Customer will be referred to as “you”, or “your” or “Client”.

Thomson Reuters General Terms and Conditions (available here: <http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions. If you are a Federal Government customer, the Thomson Reuters General Terms and Conditions for Federal Customers located at <http://tr.com/federal-general-terms-and-conditions> will apply in place of the General Terms and Conditions above. This Order Form is subject to our approval.

	CLEAR Fixed Rate	
--	-------------------------	--

Full Svc #	CLEAR Products	Quantity *	Monthly Banded/ Base Rate	Per User Rate	Other	Total Monthly Charges	Minimum Term (Months)

* Fill in the maximum number of Users, Alerts, Seats, Sworn Officers.

Notes:

Total Monthly Charges (Initial Term) \$ _____

Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case. If you have an existing Per User CLEAR license and are using this Order Form to add additional users, the Minimum Term in your underlying Order Form will apply.

If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement customers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN customer whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Customers Optional Minimum Term. Federal government customers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law

	Enterprise Law Enforcement Customers	
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You certify your total number of Sworn Officers is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

CLEAR Batch Transactional			
Full Svc #	CLEAR Batch Products	# of Users	Other

Notes:

Access to CLEAR Batch Transactional begins on the date we process your order and continues for 12 complete calendar months. You may select a longer Minimum Term by initialing below. CLEAR Batch Transactional charges are assessed when you access CLEAR Batch. To apply CLEAR Batch charges to a specific month, the batch request must be submitted at least five (5) business days prior to the end of the month. Transactional charges are calculated based upon our then current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Initial below for a longer Minimum Term.

____ **24 Month Minimum Term.**

____ **36 month Minimum Term.**

Government Customers Post-Minimum Term. At the end of the Minimum Term your subscription will automatically renew. Schedule A rates may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice.

Federal Government Customers Optional Minimum Term. Federal government customers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Automatic Renewal for Non-Government Customers Only. If you are a non-government customer, your subscription will automatically renew at the end of its Minimum Term. Schedule A rates may change after at least 30 days written or online notice. Either of us may cancel the renewal in writing at least 60 days before a renewal period starts.

Office Use Only
OF instruct: Enter a discount of 100% - in the Condition Group 1 field on Additional Data A tab.

CLEAR Window							
Full Svc #	CLEAR Window Products	# of Users	List	Other	Monthly Charges	Monthly Window	Minimum Term (Months)

Notes:

Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. Monthly Charges are due regardless of the level of your usage. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges, you are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Monthly Pricing Attachment to the Order Form.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case.

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Customers Optional Minimum Term. Federal government customers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

	Customer Certification Section Required for all accounts that interact with, manage or house inmates or detainees.	
--	---	--

Customer Certifications must be completed for every order, including renewals.

By initialing below, Customer certifies its understanding and acceptance of the security limits of CLEAR and responsibility for controlling product, Internet and network access:

Customer’s Initials. Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is Customer’s responsibility to control access to the Internet.

Customer’s Initials. Customer will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL. Customer will design, configure and implement its own security configuration.

Customer’s Initials. Customer will not use any Data nor 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 or in any manner inconsistent with the General Terms and Conditions.

Customer’s Initials. Customer will only access CLEAR for administrative or internal business purposes. All use will fully comply with the following restrictions:

- In no event shall anyone other than Customer’s approved employees be provided access to or control of any terminal with access to CLEAR or CLEAR data.
- Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access.
- No access shall be outsourced or otherwise provided to third parties.
- Customer is solely responsible for ensuring that sensitive information is not made available beyond its stated permissible use.

IP Address Section		REQUIRED							
Only External IP Address(es) or Range(s) Must Be Provided									
Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements <u>must</u> be provided for all CLEAR orders: - IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited. - IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255. - All IP addresses must be IPv4 addresses. <i>Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Customer</i>									
Customer's Internet Service Provider Name _____ Provide IP Address(es) or IP Address Range(s) below _____ Additional page(s) may be attached if needed <table border="0"><tr><td>Beginning IP Address</td><td>_____</td><td>Ending IP Address</td><td>_____</td></tr><tr><td>Beginning IP Address</td><td>_____</td><td>Ending IP Address</td><td>_____</td></tr></table>			Beginning IP Address	_____	Ending IP Address	_____	Beginning IP Address	_____	Ending IP Address
Beginning IP Address	_____	Ending IP Address	_____						
Beginning IP Address	_____	Ending IP Address	_____						
CLEAR Customers may receive roaming access to CLEAR by default. Roaming access permits use outside your designated IP Address/Range. We may, at our option, block roaming access. _____ Initial here if you would like us to block roaming access.									
If you do not know your company's external IP address(s), try the following: - Contact your network administration, firewall or security team - Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.) - Go to the following URL in your browser: https://signon.thomsonreuters.com/aboutme or http://www.whatismyip.com to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)									
Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues) Name (please print) _____ Telephone _____ E-Mail _____		IF APPLICABLE							

CLEAR Users, My Account Administrator and Authorized QuickView+ User									
Last Name	First Name	E-mail Address	CLEAR Products	IN	AD	AN	SV	TC	

If necessary, use additional pages and include full name, email address, and user type.

User Type Key	IN = Investigator AD = Administrator AN = Analyst	SV = Supervisor TC = Technical
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My Account is provided as a service to you for user management:

Last Name _____ First Name _____ E-Mail _____
(Required)

QuickView+ is provided as a service to you for estimating your charges. Actual charges billed may vary from Quickview+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com> Identify which password holder you would like to have Quickview+ access.

Last Name _____ First Name _____ E-Mail _____
(Required)

	CLEAR Fixed Rate Renewals				
Customer Certification Section must also be completed for all Customers that interact with, manage, or house inmates or detainees.					
	Sub Matl #	CLEAR Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)
Notes:					

Monthly Charges for the Initial Renewal Year are set forth above, and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (Form #1113) to the Order Form.

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement customers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Customers Optional Minimum Term. Federal government customers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law

	CLEAR Window Renewals				
Customer Certification Section must also be completed for all Customers that interact with, manage, or house inmates or detainees.					
	Sub Matl #	CLEAR Products	Current Monthly Charges*	Renewal Term (Months)	
Notes:					

* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before this Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges are due regardless of the level of your usage. The Monthly Window will remain unchanged. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. You are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Monthly Pricing Attachment to the Order Form.

To apply CLEAR charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Customers Optional Minimum Term. Federal government customers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

	CLEAR Products to be Lapsed		
Full Svc #	CLEAR Products		

1. **Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

2. **Excluded Charges.** If you access CLEAR services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf>. Excluded Charges may change after at least 30 days written or online notice.

3. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

4. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

5. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

6. **Cancellation Notice.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-18033.

7. **Regulated Data.** Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

8. CLEAR System to System.

- a. We will issue one (1) entity-wide password for System to System access which will not be assigned to individual users. We will provide you with a security certificate that you must install on your systems in order to access our system(s). You will be required to provide the Internet Protocol ("IP") Addresses or IP Address Range in order to access CLEAR. IP Addresses assigned to jurisdictions outside the United States or in West-designated United States Territories are prohibited. You will implement any other security measures we deem necessary. We retain the right to temporarily or permanently block access if your use of the system, including but not limited to high search volume, is compromising the stability or integrity of our systems.
- b. We may provide one (1) entity-wide, non-transferrable, limited license with limited access to CLEAR for your internal testing and maintenance purposes. Testing access may only be used for functional testing, and counts toward any usage volumes under your CLEAR subscription. You are expressly prohibited from conducting any load testing, as determined in our sole discretion. You represent and warrant that all testing and maintenance will be conducted in strict accordance with our guidelines and instructions, and this agreement

9. **CLEAR Customers via an Integrator and CLEAR System to System.** In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in paragraph 8 above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Customer

Printed Name _____

Title _____

Date _____

Signature X _____

WEST ORDER FORM—ProFlex
for WestlawPRO, Software
and Practice Solutions Customers
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000

Document 9



Check West account status below as applicable:				Rep Name & Number _____	
New _____		Existing with Increase Credit Limit _____			
Existing with no changes _____		Existing with changes _____ (Permanent name change must attach a Customer Name Change Form)			
Acct # _____	Quote # _____	PO # _____	Date _____		
Name/Customer _____			Bill To Acct # _____		
Order Confirmation Contact Name _____					
E-Mail _____					
Password Contact Name (for password delivery) _____					
E-Mail _____					
Time and Billing Contact Name _____					
E-Mail _____					
MSA Jurisdiction _____		Contract # _____		Option # _____	
Permanent Address Change _____		One-Time Ship To _____		Additional Ship To _____	
Additional Bill To _____					
Name _____ Attn: _____					
Address _____ Suite/Floor _____					
City _____ State _____ County _____ Zip _____					

*** R E Q U I R E D ***

I F N E E D E D

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation,
 and/or
 B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions (available here: <http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions. This Order Form is subject to our approval.

ProFlex Products						
Full Svc #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Quantity *	Monthly Banded Rate	Other	Total Monthly Charges	Minimum Term (Months)
40757482	ProFlex					
Notes:						

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Conc. Patron Users, Active Legal Holds, and Quantity of Additional Storage.

Total Monthly Charges (initial Term) \$ _____

Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form. You are also responsible for all Excluded Charges as defined below.

If you previously subscribed under a Special Offer Amendment/Exhibit the effective date of this Order Form is the first day of the month following the date we process your order.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order. For concurrent Patron Access customers at multiple locations, the concurrent access will be limited by the quantity of Patron Access users by location, as identified on the ProFlex Addendum/Attachment.

	Banded Products Subscriptions	
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You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Internal Corporate Use Only		BND
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Technical Contact for Westlaw Patron Access
Technical Contact Name (please print): _____
Telephone: _____
E-Mail Address: _____
Current Account #: _____
Patron Access: IP Address: _____ One IP Address per terminal. Additional pages may be attached if needed.
IP Address Range _____
* Orders submitted without IP Address information may delay set up and access
For Internal Office Use Only
OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

	ProFlex Renewals	
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Sub Matl #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)

Monthly Charges for the Initial Renewal Year are set forth above, and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (Form #1113) to the Order Form.

Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Online/CD-ROM Products to be Lapsed		
Full Svc #	Online/CD-ROM Products	Account #/Location

	Westlaw Roaming	
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If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

_____ **Initial to block roaming access**

	Miscellaneous	
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1. **Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

2. **Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://legalsolutions.com/schedule-a-concourse-case-notebook-hosted>. Excluded Charges may change after at least 30 days written or online notice.

3. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

4. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

5. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

6. **Cancellation Notice.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

7. **Transportation Charges.** Print and CD-ROM Products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at our then current carrier rate.

8. **Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at legalsolutions.com/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- CD-ROM
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

9. **Drafting Tools Product Specific Terms.** The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <http://tr.com/drafting-tools-product-specific-terms>.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Customer.

Printed Name _____

Title _____

Date _____

Signature **X**

WEST ORDER FORM –ProFlex
for CLEAR Customers
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000

Document 10



<u>Check West account status below as applicable:</u>		Rep Name & Number _____	*** R E Q U I R E D ***	
New _____				
Existing with no changes _____ Existing with changes _____ (Permanent name change must attach a Customer Name Change Form)				
Does Customer have an existing West account?				
☐ Yes If yes, please provide West account number _____				
☐ No				
Acct # _____	Quote # _____	PO # _____		Date _____
Name/Customer _____		Bill To Acct # _____		
Order Confirmation Contact Name _____				
E-Mail _____				
CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) _____				
E-Mail _____		Telephone _____		
CLEAR Primary Account Contact Name (general business contact) _____				
E-Mail _____		Telephone _____		
MSA Jurisdiction _____	Contract # _____	Option # _____		
Permanent Address Change _____ One-Time Ship To _____ Additional Ship To _____ Additional Bill To _____			I F N E E D E D	
Name _____ Attn: _____				
Address _____ Suite/Floor _____				
City _____ State _____ County _____ Zip _____				

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions (available here: <http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions. This Order Form is subject to our approval.

CLEAR ProFlex Fixed Rate						
Full Svc #	CLEAR ProFlex Products	# of Users	Monthly Rate	Other	Total Monthly Charges	Minimum Term (Months)
41308780	CLEAR ProFlex					
Notes:						

Total Monthly Charges (initial Term) \$ _____

Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case. If you have an existing Per User CLEAR license and are using this Order Form to add additional users, the Minimum Term in your underlying Order Form will apply.

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement customers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you elect to terminate any of your ProFlex Products and/or locations during your subscription terms, the Total Monthly Charges will not be adjusted.

We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN customer whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

When your Minimum Term terminates, the following will apply.

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

	Enterprise Law Enforcement Customers	
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You certify your total number of sworn officers is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

	CLEAR ProFlex Batch Transactional	
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Full Svc #	CLEAR ProFlex Batch Products	# of Users	Other
	CLEAR ProFlex Batch		

Notes:

Access to CLEAR Batch Transactional begins on the date we process your order and continues for 12 complete calendar months. You may select a longer Minimum Term by initialing below. CLEAR Batch Transactional charges are assessed when you access CLEAR Batch. To apply CLEAR Batch charges to a specific month, the batch request must be submitted at least five (5) business days prior to the end of the month. Transactional charges are calculated based upon our then current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Initial below for a longer Minimum Term.

___ 24 Month Minimum Term.

___ 36 month Minimum Term.

When your Minimum Term terminates, the following will apply.

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

The ProFlex Addendum includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments (PF743.dot) include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

Office Use Only
OF instruct: Enter a discount of 100% - in the Condition Group 1 field on Additional Data A tab.

	CLEAR ProFlex Window	
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Full Svc #	CLEAR ProFlex Window Product	# of Users	List	Other	Monthly Charges	Monthly Window	Minimum Term (Months)
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41308780	CLEAR ProFlex Window						
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Notes:

Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above (“Minimum Term”). Monthly Charges are due regardless of the level of your usage. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges, you are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Monthly Pricing Attachment to the Order Form.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case.

When your Minimum Term terminates, the following will apply.

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

	Customer Certification Section	
	Required for all accounts that interact with, manage or house inmates or detainees.	

Customer Certifications must be completed for every order, including renewals.
By initialing below, Customer certifies its understanding and acceptance of the security limits of CLEAR and responsibility for controlling product, Internet and network access:

Customer’s Initials. Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is Customer’s responsibility to control access to the Internet.

Customer’s Initials. Customer will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL. Customer will design, configure and implement its own security configuration.

Customer’s Initials. Customer will not use any Data nor 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 or in any manner inconsistent with the General Terms and Conditions.

Customer’s Initials. Customer will only access CLEAR for administrative or internal business purposes. All use will fully comply with the following restrictions:

- In no event shall anyone other than Customer’s approved employees be provided access to or control of any terminal with access to CLEAR or CLEAR data.
- Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access.
- No access shall be outsourced or otherwise provided to third parties.
- Customer is solely responsible for ensuring that sensitive information is not made available beyond its stated permissible use.

IP Address Section Only External IP Address(es) or Range(s) Must Be Provided									
Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements <u>must</u> be provided for all CLEAR orders: - IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited. - IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255. - All IP addresses must be IPv4 addresses. <i>Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Customer</i> Customer's Internet Service Provider Name _____ Provide IP Address(es) or IP Address Range(s) _____ below Additional page(s) may be attached if needed <table style="width: 100%;"> <tr> <td style="width: 50%;">Beginning IP Address _____</td> <td style="width: 50%;">Ending IP Address _____</td> </tr> <tr> <td>Beginning IP Address _____</td> <td>Ending IP Address _____</td> </tr> <tr> <td>Beginning IP Address _____</td> <td>Ending IP Address _____</td> </tr> <tr> <td>Beginning IP Address _____</td> <td>Ending IP Address _____</td> </tr> </table> CLEAR Customers may receive roaming access to CLEAR by default. Roaming access permits use outside your designated IP Address/Range. We may, at our option, block roaming access. _____ Initial here if you would like us to block roaming access. If you do not know your company's external IP address(s), try the following: - Contact your network administration, firewall or security team - Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.) - Go to the following URL in your browser: https://signon.thomsonreuters.com/aboutme or http://www.whatismyip.com to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)	Beginning IP Address _____	Ending IP Address _____	Beginning IP Address _____	Ending IP Address _____	Beginning IP Address _____	Ending IP Address _____	Beginning IP Address _____	Ending IP Address _____	R E Q U I R E D
Beginning IP Address _____	Ending IP Address _____								
Beginning IP Address _____	Ending IP Address _____								
Beginning IP Address _____	Ending IP Address _____								
Beginning IP Address _____	Ending IP Address _____								

Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues) Name (please print) _____ Telephone _____ E-Mail _____	I F A P P L I C A B L E
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CLEAR My Account Administrators and Authorized QuickView+ User	
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My Account is provided as a service to you for user management, general account information and granting access to other My Account users. Identify which person you would like as your My Account Administrator:

Last Name _____ First Name _____ E-Mail _____ (Required)

QuickView+ is provided as a service to you for estimating your charges. Actual charges billed may vary from Quickview+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com> Identify which password holder you would like to have Quickview+ access:

Last Name _____ First Name _____ E-mail _____

	CLEAR ProFlex Fixed Rate Renewals	
	Customer Certification section must also be completed for all Customers that interact with, manage, or house inmates or detainees.	

Sub Matl #	CLEAR ProFlex Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)

Monthly Charges for the Initial Renewal Year are set forth above, and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form.

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement customers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

	CLEAR ProFlex Window Renewals	
	Customer Certification Section must also be completed for all Customers that interact with, manage, or house inmates or detainees.	

Sub Matl #	CLEAR Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)
Notes				

Renewal Term Monthly Charges are due regardless of the level of your usage. The Monthly Window will remain unchanged. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. You are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form. To apply CLEAR charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

	CLEAR Products to be Lapsed	
Sub Matl #	Product(s) Description	Account #/Location

	Miscellaneous	
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1. Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

2. Excluded Charges. If you access CLEAR services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf>. Excluded Charges may change after at least 30 days written or online notice.

3. Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you will pay our collection costs including attorneys' fees.

4. Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

5. Returns and Refunds. You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

6. Cancellation Notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

7. Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

8. CLEAR Customers via an Integrator. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in paragraph 8 above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Customer.

Printed Name _____

Title _____

Date _____

Signature X _____

ORDER FORM – SPECIAL OFFER

Document 11



CUSTOMER INFORMATION					
Account				Contact Name	
Name				Title	
Address Line 1				Email	
Address Line 2				Phone	
OFFER INFORMATION					
Agreement Number	XXXXXXXXX.X			Effective Date	XX/XX/XXXX
Material ID	Subscribed Products & Services	Authorized Users	Subscription Periods	Monthly Charges	
XXXXXXXXXX	Government: TBD	nn	MM/DD/YYYY - MM/DD/YYYY	\$X,XXX	
			MM/DD/YYYY - MM/DD/YYYY	\$X,XXX	
			MM/DD/YYYY - MM/DD/YYYY	\$X,XXX	

This Order Form is a legal document between Customer and

- A. West Publishing Corporation, to the extent that products or services will be provided by West Publishing Corporation. and/or
- B. Thomson Reuters Enterprise Centre GmbH, to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and the current applicable IRS certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may act as an agent on behalf of Thomson Reuters Enterprise GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", "Subscriber", "your" or "Client".

- The General Terms and Conditions.** The Thomson Reuters General Terms and Conditions located at <http://tr.com/us-general-terms-and-conditions> apply to all products licensed on this order form. Paragraph 9 (a) of the Thomson Reuters General Terms and Conditions does not apply and this order form will not automatically renew, unless otherwise stated below. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this order form, the terms of this order form control.
- Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt.
- Excluded Charges.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://legalsolutions.com/schedule-a-library-government>, and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 of the General Terms and Conditions.
- Returns and Refunds.** Charges for Westlaw (including Westlaw China, Campus Research, Paralegal, Patron Access and Correctional Facilities), CLEAR (including CLEAR Cap), Monitor Suite, ProView eBooks, West LegalEdcenter, Software, TREWS, Serengeti, Practice Solutions, Library Maintenance Agreement and Special Offer/print agreements are not refundable. Please see static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.
- Transportation Charges for Print Products.** Print products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at then-current carrier rates.
- Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.
- Confidentiality.** You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.
- Termination.** This ordering document shall terminate simultaneously with termination of the General Terms and Conditions.
- Settling a Disputed Balance.** Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to our collection agent at: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

This Offer expires September 26, 2024, at 7:00 p.m. CT.

TBD XXXXXXXX.X – Draft WL Contract 8.2024 - 8/5/2024 8:50 AM

10. **Passwords.** For our products accessed by individually-issued passwords, each user, including each user that receives training, must purchase and be assigned his/her own password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among your personnel is STRICTLY PROHIBITED. We reserve the right to issue additional passwords to you and charge you for such additional password if we learn that a password has been used by a person other than the person to whom the password has been issued.
11. **Material Change.** If, at any time during the term of this ordering document, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.
12. **Westlaw and CLEAR Products Only.** Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree and warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decision and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions. You may transmit Westlaw data electronically using a feature in the information product or print and share that information product data as necessary in the regular course of your business.
13. **Non-Availability of Funds.** You may cancel with 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document (e.g., executive order, an officially printed budget, or other official communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.
14. **RIA & Warren Gorham & Lamont.** Your Monthly Charges includes content due to your agreement with Thomson Reuters Tax and Accounting for online research products ("TRTA Agreement"). If the TRTA Agreement terminates, the content in the TRTA Agreement is changed from Checkpoint Edge, or the contracted user count in the TRTA Agreement is reduced, then usage of the RIA or WG&L content will be billed as Excluded Charges beginning the first day of the following month.
15. **Dockets [Dockets Type Here] Usage Limitation.** If the transactional value of your Dockets [Dockets Type Here] usage exceeds the following monthly Subscription Period Usage Limits, we may request that the parties enter into good faith discussions to negotiate an applicable price adjustment. In the alternative, the you may, upon 10 days prior written notice to us, elect to remove Dockets [Dockets Type Here] access from the Order Form. The transactional value of your Dockets [Dockets Type Here] usage will be calculated based upon our then-current Schedule A rates.

Subscription Period	Monthly Usage Limit
MM/DD/YYYY - MM/DD/YYYY	\$X,XXX
MM/DD/YYYY - MM/DD/YYYY	\$X,XXX
MM/DD/YYYY - MM/DD/YYYY	\$X,XXX

16. **Term and Termination.** This agreement is effective nn through nn or through the date the underlying state master agreement terminates, whichever is earlier. The parties agree to good faith renegotiation of the terms and conditions of this agreement if there is a material change in your organizational structure. If a superseding amendment rider has not been executed and provided to us at least 10 days before nn[insert date], we will bill your Westlaw usage at then-current Schedule A Plan 2 Government Service rates or at the rates in the underlying state master agreement, as applicable, beginning nn[insert date].
17. **Westlaw Public Records Usage Limitation.** If the transactional value of your Westlaw Public Records usage exceeds the following monthly Subscription Period limits, we may limit access to live gateways, request that the parties enter into good faith renegotiations regarding your Public Records access, or terminate access upon 10 days written notice. Transactional value of your Westlaw Public Records usage is calculated based upon our then-current Schedule A rates.

Subscription Period	Monthly Usage Limit
MM/DD/YYYY - MM/DD/YYYY	\$X,XXX
MM/DD/YYYY - MM/DD/YYYY	\$X,XXX
MM/DD/YYYY - MM/DD/YYYY	\$X,XXX

18. **Patron Access Terminal Access.** Patron Access is only available to state, county or municipal government law libraries and libraries that are open to the public. Access is limited to your library's physical premises. You may access Westlaw on **nn** publicly accessible terminals at **nn** locations. Your walk-in patrons must assent to an online click through license agreement before accessing Westlaw.

(a) It is your responsibility to control network access to the Internet or internal library sites, if desired. You will design, configure and implement your own security configuration including your own firewall, proxy servers as well as desktop security to limit access to the Westlaw Patron Access URL.

(b) We may restrict access to certain products or services. The licensed product will be accessible only on **nn** of your designated terminals. If you desire to increase the number of terminals or if we learn that you have increased the number of terminals without contacting us, the parties will enter into good faith negotiations regarding the terms and conditions of the ordering document. The licensed products can be accessed when your users click on a product icon or a link placed on the desktop of your designated terminals. Product passwords will be held by us and will not be revealed to you or your users. Your users must assent to an online click through license agreement prior to accessing the licensed product. The licensed product may only be accessed on your premises.

19. **Correctional Access and Certifications.** We may restrict access to certain Westlaw Correctional Facilities products. Westlaw Correctional Facilities will be accessible only on **nn** of your designated terminals. Westlaw can be accessed when inmates in your correctional facilities click on a Westlaw icon or a link placed on the desktop of your designated terminals. Westlaw passwords will be held by us and will not be revealed to you or your inmate users. Inmate users must assent to an online click through license agreement prior to accessing Westlaw. Westlaw may only be accessed on your premises.

- (a) By your initials below, you certify your understanding and acceptance of the security limits of the licensed product(s) and your responsibility for controlling Internet and network access.

___ **Initial.** It is your responsibility to control network access to the Internet or internal sites. By your initials, you acknowledge your understanding and acceptance of the security limits of the licensed product and your responsibility for controlling Internet and network access.

___ **Initial.** You agree to provide your own firewall, proxy servers or other security technologies as well as desktop security to limit access to the licensed product URL. You must design, configure and implement its own security configuration.

___ **Initial.** You will not use any product data or distribute any product data to a third party for use in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the terms and conditions of the agreement.

- (b) By your initials below, you certify that the following is current and accurate and that you will provide us with prompt written notice should the status of any of the following certifications change. We may restrict access to certain products or services at any time. The licensed product will be accessed by and/or data provided to **(please initial only one)**:

___ **Initial.** Non-inmates/administrative staff with no direct research results provided to inmates (including work product created as part of inmates' legal representation).

___ **Initial.** Internal access and/or inmate-requested research with access for employees only, for administrative or internal use as well as for research on behalf of or at the request of inmates, for example:

- Employee conducts product research online and provides printed research documents to inmates.
- Employee conducts product research online and posts printed research documents in the prison.
- Employee conducts product research online and makes printed research documents available for check-out from the inmate library.

All access and use of the licensed product will fully comply with the following restrictions:

- Inmates will not be provided direct access to or control of the terminal.
- Terminals will be located in a secured location that does not provide inmate access.
- Access will only be given to your employees.
- Access will not be outsourced or otherwise provided to third parties.
- You will be solely responsible for ensuring that no sensitive information is provided to inmates.

___ **Initial.** Direct access by inmates (including access for pro se legal representation), by third parties on behalf of inmates with results (print or electronic) delivered/provided to inmates, or by employees in circumstances where an inmate may have access to or control of the terminal.

20. Court Express.

Choose one of the following clauses:

Annual Window language:

Court Express Document & Research Retrieval Svcs Document Cap. Charges for the value of the actual usage per Subscription Period are waived up to the following amounts (the “Annual Cap”). You will pay the Monthly Charges and all charges in excess of the Annual Cap at then-current rates. Current Court Express rates are located at: <http://tr.com/Court-Express-Schedule-A>.

Subscription Period	Annual Cap
MM/DD/YYYY – MM/DD/YYYY	\$nn
MM/DD/YYYY – MM/DD/YYYY	\$nn
MM/DD/YYYY – MM/DD/YYYY	\$nn

Or Annual Minimum language:

Court Express Services and Pricing. During the Subscription Period, you will pay for the Westlaw Court Express Document Research and Retrieval Services on the Services and Pricing Exhibit. Notwithstanding the foregoing, you will not pay less than the Annual Minimum per year for your court Express Services access.

Court Express Annual Reconciliation. You will pay all Court Express charges as incurred during the Subscription Period. If your total Court Express charges are less than the Annual Minimum at the end of the Subscription Period, you will be billed for the difference between the two amounts. If you sign a new Court Express order form, such difference will be applied against the new Annual Minimum.

Or Paygo/Transactional language:

Court Express Services and Pricing. During the Subscription Period, you will pay for the Westlaw Court Express Document Research and Retrieval Services on the Services and Pricing Exhibit.

21. **Prior Agreement.** The parties agree that the Special Offer Amendment to Subscriber Agreement currently in effect between the parties will terminate as of the effective date of this ordering document.

ACKNOWLEDGMENT

This agreement is a binding agreement between Customer and the Thomson Reuters entities executing this agreement, to the extent each Thomson Reuters entity is providing the products and/or services.

TBD

WEST PUBLISHING CORPORATION

Signature _____ Date _____

Signature _____ Date _____

Name (please print) _____

Name (please print) _____

Title _____

Title _____

For internal use only: Legal Contact for non-standard arrangements:

SUBSCRIBER INFORMATION EXHIBIT

SUBSCRIBER OFFICE & ADMINISTRATOR INFORMATION							
Subscriber's Offices (City, State)	Password/License Administrator Name ¹	Code	Email Address	Department/Practice Group	Product	% of Total Users by Location ²	Server Location (Y/N)

¹ Administrators are counted as a user on per user subscriptions						
² Taxes for software products will be based on % of Total Users by Location						

	SPECIAL OFFER BILLING OPTIONS (FOR MULTIPLE LOCATIONS ONLY)	
☐ DEFAULT. UNLESS OTHERWISE SPECIFIED, YOU 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. Your 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. (Not available for orders with concurrent users) 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+.		

DRAFT

ORDER FORM – SPECIAL OFFER

Document 12



CUSTOMER INFORMATION				
Account			Contact Name	
Name			Title	
Address Line 1			Email	
Address Line 2			Phone	
OFFER INFORMATION				
Agreement Number	XXXXXXXX.X		Effective Date	04/01/2018
Material ID	Subscribed Products & Services	Authorized Users	Subscription Periods	Monthly Charges
XXXXXXXX	CLEAR: TBD	nn	MM/DD/YYYY - MM/DD/YYYY	\$X,XXX
XXXXXXXX	CLEAR: TBD with S2S Access	nn	MM/DD/YYYY - MM/DD/YYYY	\$X,XXX
XXXXXXXX	Batch TBD	nn	MM/DD/YYYY - MM/DD/YYYY	\$X,XXX

This Order Form is a legal document between Customer and

- A. West Publishing Corporation, to the extent that products or services will be provided by West Publishing Corporation and/or
- B. Thomson Reuters Enterprise Centre GmbH, to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and the current applicable IRS certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may act as an agent on behalf of Thomson Reuters Enterprise GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", "Subscriber", "your" or "Client".

- The General Terms and Conditions.** The Thomson Reuters General Terms and Conditions located at <http://tr.com/us-general-terms-and-conditions> apply to all products licensed on this order form. Paragraph 9 (a) of the Thomson Reuters General Terms and Conditions does not apply and this order form will not automatically renew, unless otherwise stated below. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this order form, the terms of this order form control.
- Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt.
- Excluded Charges.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://legalsolutions.com/schedule-a-library-government>, and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 of the General Terms and Conditions.
- Returns and Refunds.** Charges for Westlaw (including Westlaw China, Campus Research, Paralegal, Patron Access and Correctional Facilities), CLEAR (including CLEAR Cap), Monitor Suite, ProView eBooks, West LegalEdcenter, Software, TREWS, Serengeti, Practice Solutions, Library Maintenance Agreement and Special Offer/print agreements are not refundable. Please see static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.
- Transportation Charges for Print Products.** Print products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at then-current carrier rates.
- Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.
- Confidentiality.** You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.
- Termination.** This ordering document shall terminate simultaneously with termination of the General Terms and Conditions.
- Settling a Disputed Balance.** Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle

This Offer expires September 26, 2024, at 7:00 p.m. CT.

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an outstanding balance in full must be sent to our collection agent at: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

10. **Passwords.** For our products accessed by individually-issued passwords, each user, including each user that receives training, must purchase and be assigned his/her own password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among your personnel is STRICTLY PROHIBITED. We reserve the right to issue additional passwords to you and charge you for such additional password if we learn that a password has been used by a person other than the person to whom the password has been issued.
11. **Material Change.** If, at any time during the term of this ordering document, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.
12. **Westlaw and CLEAR Products Only.** Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree and warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decision and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions. You may transmit Westlaw data electronically using a feature in the information product or print and share that information product data as necessary in the regular course of your business.
13. **Cloudsquare EULA:** <https://cloudsquare.io/about/software-as-a-service/>
14. **CLEAR Credentialing.** You will not receive access to CLEAR services until your credentials have been verified by us.
15. **CLEAR Services System to System.**
 - (a) We will issue 1 entity-wide password for System to System access which will not be assigned to individual users. We will provide you with a security certificate that you must install on your systems in order to access our system(s). You will be required to provide the Internet Protocol (IP) Addresses or IP Address Range in order to access CLEAR. IP Addresses assigned to jurisdictions outside the United States or in West-designated United States Territories are prohibited. You will implement any other security measures we deem necessary. We retain the right to temporarily or permanently block access if your use of the system, including but not limited to high search volume, is compromising the stability or integrity of our systems.
 - (b) We may provide 1 entity-wide, non-transferrable, limited license with limited access to the CLEAR services for your internal testing and maintenance purposes. Testing access may only be used for functional testing and will include up to 5,000 transactions per calendar year (partial years to be prorated) at no charge. You are expressly prohibited from conducting any load testing or running any production transactions without our prior written approval. You are responsible for all overages or production transactions run through the testing environment. We will invoice these transactions at then-current commercial rates. You represent and warrant that all testing and maintenance will be conducted in strict accordance with our guidelines and instructions, and this agreement.
 - (b) We may provide 1 entity-wide, non-transferrable, limited license with limited access to the CLEAR services for your internal testing and maintenance purposes. Testing access may only be used for functional testing and counts toward any usage volumes under your CLEAR subscription. You are expressly prohibited from conducting any load testing, as determined in our sole discretion. You represent and warrant that all testing and maintenance will be conducted in strict accordance with our guidelines and instructions, and this agreement.
 - (c) In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows: (a) We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration; (b) Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the General Terms and Conditions located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf; (c) Except as otherwise provided in your agreement with us, Data may not be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties; (d) No party will use any means to discern the source code of our products and product data; and (e) You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

This Offer expires September 26, 2024, at 7:00 p.m. CT.

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16. **CLEAR Gateway Restriction.** You will not have access to the Motor Vehicle gateway.
17. **Batch Ongoing Testing and Maintenance.** We may provide you with 1 entity-wide, non-transferrable, limited license with limited access to the Batch services for your internal testing and maintenance purposes only. Testing access may only be used for functional testing and counts toward any usage volumes under your Batch subscription. You are expressly prohibited from conducting any load testing or running any production transactions without our prior written approval. You are responsible for any overages or production transactions run through the testing environment. We will invoice these transactions at then-current commercial rates. You represent and warrant that all testing and maintenance will be conducted in strict accordance with our guidelines and instructions and this agreement.
18. **CLEAR [insert name] Transactional.** [insert Product Name] transactional will be billed at then-current applicable Schedule A rates.
19. **CLEAR Usage Limitation.** This provision does not apply to any of your Monthly or Annual Cap subscriptions. If the transactional value of your CLEAR usage exceeds the following Monthly Subscription Period limits, we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate.

Subscription Period	Monthly Usage Limit
MM/DD/YYYY - MM/DD/YYYY	\$X,XXX
MM/DD/YYYY - MM/DD/YYYY	\$X,XXX
MM/DD/YYYY - MM/DD/YYYY	\$X,XXX

20. **CLEAR Sworn Officers.** The Monthly Charges are determined by your sworn officer count and is based on your stated sworn officer count of 0. You hereby certify that this sworn officer count is correct as of the Effective Date of this ordering document.
21. **FEEDZAI SPECIFIC TERMS.** WE ARE AN AUTHORIZED RESELLER OF SOFTWARE AND SERVICES THAT ARE PROVIDED BY FEEDZAI – CONSULTADORIA E INOVAÇÃO TECNOLÓGICA, S.A. (“FEEDZAI”).
- (a) **FEEDZAI END USER AGREEMENT.** IN ADDITION TO THE TERMS OF THIS ORDER FORM, YOU AGREE TO COMPLY AT ALL TIMES WITH THE TERMS AND CONDITIONS OF THE FEEDZAI END USER LICENSE TERMS BELOW. BY AGREEING TO THIS ORDER FORM CUSTOMER IS AGREEING TO THE END USER LICENCE TERMS, AND CUSTOMER AGREES THAT ITS ACCESS TO AND USE OF FEEDZAI PRODUCTS AND SERVICES IS GOVERNED BY THE END USER LICENCE TERMS.
- (b) **RESPONSIBILITY.** AS BETWEEN FEEDZAI AND THOMSON REUTERS, FEEDZAI IS SOLELY RESPONSIBLE FOR PROVIDING ACCESS TO THE FEEDZAI PRODUCTS. THOMSON REUTERS SHALL NOT BE RESPONSIBLE FOR THE ACTS OR OMISSIONS OF FEEDZAI AND DISCLAIM ALL LIABILITY RELATING TO THE FEEDZAI PRODUCTS AND SERVICES.

FEEDZAI END USER LICENCE TERMS

1. **DEFINITIONS**
- 1.1. **“Add-on”:** additional Professional Services packages, plugins or features described as such in an Order.
- 1.2. **“Affiliate”:** any entity controlling, controlled by, or under common control with a Party, where “control” is defined as: (a) the ownership of at least fifty percent (50%) of the equity or beneficial interests of the entity; (b) the right to vote for or appoint a majority of the board of directors or other governing body of the entity; or (c) the power to exercise a controlling influence over the management or policies of the entity.
- 1.3. **“Content”:** any kind of data, resources, or information provided to the Customer in the performance of this Agreement.
- 1.4. **“Customer Data”:** any information, data content or materials Customer transmits, uploads, creates, submits, or stores to or on the Service.
- 1.5. **“Documentation”:** any material, information, manuals, and documents provided by Feedzai to the Customer in relation to the Software. Documentation is available at <https://cam.feedzai.com> or any other link as communicated, from time to time, in writing by Feedzai to the Customer.
- 1.6. **“Order”:** an ordering document for access to the Software, Service, Professional Services, and/or any related services, that is signed by the parties, or by Thomson Reuters and Customer, and references this Agreement, including an order form, statement of work, work order or equivalent document.
- 1.7. **“Service”:** the activities to be performed by Feedzai under this Agreement, including the Support, any Professional Services, and hosting, as set forth in any Order.
- 1.8. **“SLA”:** the Feedzai Service Level Agreement hereto attached as Schedule 2.
- 1.9. **“Software”:** object code form of the Feedzai software products as specified in an Order.
- 1.10. **“Support”:** activities related to provision of the Service as described in Schedule 1.
- 1.11. **“Usage Data”:** Feedzai’s technical logs, data, and learnings about Customer’s use of the Service, but excluding Customer Data.
- 1.12. **“Users”:** individuals appointed by Customer to access and use the Service, which may include Customer’s officers, employees and/or consultants and agents or other third parties performing services for Customer or on Customer’s behalf (including monitoring of transactions performed using cards or other e-money products issued by Customer).
2. **OBJECT**
- 2.1. **Scope.** Subject to the terms of the Order and/or this Agreement, Feedzai and/or Thomson Reuters (as reseller) will license the Software and provide the Services detailed in the Order(s).
- 2.2. **Software Subscription.** Subject to the terms of the Order and this Agreement and the payment of all applicable fees, Feedzai and/or Thomson Reuters (as reseller) grants to Customer a limited, personal, non-transferable, non-sublicensable, non-exclusive and non-assignable license solely during the subscription term specified in the Order to use the Software for its internal business purposes and solely within the permitted scope of use, provided such use occurs in accordance with (a) the Documentation, (b) this Agreement and (c) the applicable Order.
- 2.3. **Support.** During the subscription term, where applicable, Feedzai will provide support for Customer’s authorized use of the Software and Service.
- 2.4. **Authorized Users.** Customer is responsible for the use of the Software and Services by any Users, including by any third-party that uses the Services or Software through Customer’s credentials. Customer shall implement its own security measures to safeguard its credentials.
- 2.5. **Intellectual Property Rights.** Neither Party assigns, grants, or otherwise transfers any rights or licenses not expressly set out in this Agreement. Except for Feedzai’s limited use rights in this Agreement, Customer retains all intellectual property and other rights in Customer Data. Except for Customer’s use rights in this Agreement, Feedzai and its licensors retain all intellectual property and other rights in the Software, Content, or Service, any deliverables, and related Feedzai technology, including any modifications or improvements to these items. If Customer provides Feedzai and/or Thomson Reuters with feedback or suggestions regarding the Software or Service or other Feedzai offerings, Feedzai may use the feedback or suggestions without restriction.

3. DATA AND CONTENT

- 3.1. Processing.** Feedzai will collect, use, and process Content and Customer Data to provide the Service. Feedzai maintains administrative, physical, and technical safeguards to ensure the security, confidentiality, and integrity of Content and Customer Data, including measures for preventing access, use, modification, or disclosure of Content and Customer Data by Feedzai's personnel except (a) to provide the Service and prevent or address technical problems, (b) as compelled by law or (c) if Customer expressly allows it in writing. Notwithstanding, Customer acknowledges that such measures cannot guarantee complete security, including with respect to technological failures, human error, and concerted efforts to breach, and thus Feedzai cannot warrant the complete security of Content and Customer Data. As part of the Service, Feedzai may transfer, copy, backup, and store Content and Customer Data in multiple jurisdictions. Feedzai will establish appropriate agreements and safeguards with its Affiliates, subcontractors, and agents for that purpose.
- 3.2. Delivery of Data.** Customer grants Feedzai the non-exclusive, worldwide, right to use, copy, store, transmit, modify, and process Customer Data as part of Feedzai's development, provision, support, and maintenance of the Service under this Agreement, and Customer irrevocably consents to the processing of Customer Data by Feedzai for such purposes, including using such Customer Data in a manner that does not identify Customer as the source of such data in the provision of services to Feedzai's other customers. Feedzai will have the right to generate patterns, trends, knowledge, metadata and other insights (i) by anonymizing Customer Data; (ii) by aggregating Customer Data with other data; and/or (iii) based on anonymous learnings, logs and data regarding the use of Feedzai Service ("Feedzai Insights Data"). The Parties agree that Feedzai Insights Data shall belong to Feedzai and that Feedzai may use such data for any purpose during or after the term provided the Customer is not identified as a source of such data. Customer is responsible for ensuring adequate protection of the information systems, data, content or applications that Customer deploys and/or accesses. This includes but is not limited to, any level of data transfer, data delivery, communication, data encryption, access controls, roles and permissions granted to Customer's internal, external, and third-party Users.

4. CUSTOMER DUTIES

- 4.1. Customer Responsibilities.** Customer is responsible for (a) users' compliance with this Agreement, (b) the accuracy, quality, content, and legality of Customer Data (including the means by which it was acquired) and (c) preventing unauthorized access to or use of the Service and Content, and notifying Feedzai promptly of any such unauthorized access or use. Customer shall comply with all applicable laws. Customer will cooperate with any of Feedzai's investigations into Service outages, security problems, and/or suspected breaches of the Agreement. Customer represents and warrants to Feedzai that Customer has made all necessary disclosures and has all necessary rights, consents and permissions to submit Customer Data to the Service, use it with the Service and grants Feedzai the rights in this Agreement, without infringing laws, third-party rights (including intellectual property, publicity or privacy rights) or any terms or privacy policies that apply to Customer Data.
- 4.2. Usage Restrictions.** Customer will not, unless otherwise mentioned in the Order,: (a) make the Service, Software or any Content available to, or use the Service, Software or Content for the benefit of anyone other than itself or Users; (b) sell, resell, license, sublicense, distribute, rent or lease the Service, Software or Content, or include the Service, Software or Content in a service bureau or outsourcing offering; (c) use the Service or Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (d) use the Service or Software to store or transmit code, files, scripts, agents, or programs intended to do harm, including, for example, computer viruses, worms, Trojan horses, logic bombs, spyware, adware, and backdoor programs; (e) interfere with or disrupt the integrity or performance of the Service, Software, or Content contained therein; (f) attempt to gain unauthorized access to any Service, Software or Content or its related systems or networks; (g) copy the Software, Service, Content, Documentation, or any part, feature, function or user interface thereof; (h) access the Service, Software or Content in order to build a competitive product or service; (i) reverse engineer the Service or Software (to the extent such restriction is permitted by law); (j) use the Software or Service for any activities where use or failure of the Software or Service could lead to death, personal injury, or environmental damage, including in life support systems, emergency services, nuclear facilities, autonomous vehicles or air traffic control (k) use the Software or Service in contravention to any applicable laws or regulations.

5. FEES AND PAYMENT (specified in the Order)

6. DURATION

- 6.1. Duration.** Unless earlier terminated pursuant to the terms of the Order, this Agreement commences on the Effective Date specified in the Order and continues in force until the Order has expired or been terminated.

7. CONFIDENTIALITY

- 7.1. Use and Disclosure of Confidential Information.** Neither Party shall use or disclose to any other person or entity confidential information relating to this Agreement or an Order, including but not limited to information relating to technology, technical information, pricing, business, marketing plans, client information, and technical specifications furnished by the other party, either orally or in writing ("Confidential Information"). Each Party further agrees to take the necessary steps to ensure that no unauthorized person shall have access to such information. Neither Party shall disclose, share, rent, sell or transfer to any third party any Confidential Information. The Parties shall use Confidential Information only as necessary to perform this Agreement. The receiving Party shall promptly notify the disclosing Party in writing it becomes aware of any (i) disclosure, dissemination, or misuse of the disclosing Party's Confidential Information by the receiving party or its representatives or agents in breach of this Agreement, or (ii) unauthorized access to use of any of the disclosing Party's Confidential Information. The term "Confidential Information" does not include any information (i) previously known to the receiving Party without an obligation of confidentiality, (ii) independently developed by the receiving Party without the use of the disclosing Party's Confidential Information or without violating the disclosing Party's proprietary rights, (iii) acquired by the receiving Party from a third party which is not, to the receiving Party's knowledge despite reasonable efforts, under an obligation not to disclose such information, or (iv) which is or becomes publicly available through no breach by the receiving Party of this Agreement or an Order.
- 7.2. Exceptions.** The receiving Party may disclose the disclosing Party's Confidential Information: (i) to the receiving Party's employees or agents who are directly involved in negotiating or performing this Agreement and who are apprised of their obligations under this Section 8 and directed by the receiving Party to treat such information confidentially, and (ii) only to the extent required by applicable law or by a supervising regulatory agency of a receiving party; provided, that in the case of legally-required disclosure, the receiving Party shall (a) to the extent permitted by Law, promptly notify the disclosing Party of such required disclosure, (b) reasonably cooperate with the disclosing Party to seek confidential treatment of any information that it is required to disclose and (c) only disclose such portion of the Confidential Information that it is legally required, in the opinion of counsel, to disclose.
- 7.3. Destruction.** Except as otherwise authorized or required in furtherance of the purposes of this Agreement, promptly upon a request by the disclosing Party, the receiving Party will destroy (and so certify in writing) all Confidential Information and all documents or media containing any such Confidential Information and all copies or extracts thereof. Notwithstanding the foregoing, the receiving Party shall not be required to destroy any automated archival backup of such Confidential Information (i) to the extent such destruction is not reasonably practicable, or (ii) as required by applicable law or regulation. Confidentiality obligations will continue to apply to any Confidential Information not destroyed or returned.

8. WARRANTIES

This Offer expires September 26, 2024, at 7:00 p.m. CT.

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- 8.1. **Feedzai Warranties.** Feedzai warrants that: (a) it has the required rights to license the Software and provide the Service, (b) it will not materially decrease the overall security of the Service, (c) Software will substantially conform to the Documentation (d) any Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards and (e) it will comply with all applicable laws, including without limitation all applicable anti-corruption laws, anti-money laundering laws, antitrust laws, economic sanctions laws, export control laws, data protection and data privacy laws, and modern slavery and human trafficking laws. The Customer is responsible for the selection of the Service to achieve the intended results and for its installation, use and results obtained.
- 8.2. **Software Performance Warranty Remedy.** If Feedzai breaches the warranty under (c) of clause 8.1., Feedzai's sole liability (and Customer's exclusive remedy) for any such breach shall be, in Feedzai's discretion, to use commercially reasonable efforts to provide Customer with an error correction or workaround which corrects the reported non-conformity, or to replace the non-conforming Software with conforming Software. Feedzai shall have no obligation with respect to a warranty claim unless notified of such claim within thirty (30) days.
- 8.3. **Disclaimers.** FEEDZAI DOES NOT WARRANT THAT THE SOFTWARE, SERVICES, OR DELIVERABLES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER DATA, CONTENT OR USAGE DATA. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FEEDZAI PROVIDES THE SOFTWARE, SERVICES, AND DELIVERABLES "AS IS", WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO, EXPRESS OR IMPLIED OR STATUTORY OR OTHER WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. CUSTOMER SHALL HAVE SOLE RESPONSIBILITY FOR THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, APPROPRIATENESS AND OWNERSHIP OF ALL CUSTOMER DATA.

9. MUTUAL INDEMNIFICATION

- 9.1. **Mutual Indemnification.** Subject to Section 10.2. (Liability Cap), the Parties will defend and hold each other harmless against any claim, demand, suit or proceeding made or brought against themselves by a third-party alleging that the use of the Service in accordance with this Agreement infringes or misappropriates such third-party's intellectual property rights valid in the licensed geography.
- 9.2. **Remedies.** In response to any actual or potential infringement claim, if required by a settlement or injunction or as Feedzai determines necessary to avoid material liability, Feedzai may at Feedzai's option, (i) modify the Service so that it no longer infringes or misappropriates, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement or (iii) fully or partially terminate the affected Order and refund Customer of any prepaid, unused fees covering the terminated portion. This "Mutual Indemnification" section states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any third-party claim described in this section.
- 9.3. **Exclusions.** Feedzai's obligations in this Section 9 do not apply to (a) infringement resulting from Customer's unauthorized modification of the Service or Software (b) use of the Service or Software not in accordance with this Agreement or the Documentation or in combination with items not provided or approved by Feedzai, (c) infringement resulting from the use of Software other than the most current release made available to the Customer, (d) Customer's unauthorized uses of the Service, or (e) trials, betas or other free or evaluation features, products or components.

10. LIABILITY

- 10.1. **LIMITATION OF LIABILITY.** NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, DATA OR DATA USE, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, OR CLAIMS OF THIRD PARTIES), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS ITS ESSENTIAL PURPOSE.
- 10.2. **LIABILITY CAP.** TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, THE PARTIES' TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES AND SHALL NOT EXCEED THE LICENSE FEES PAID BY CUSTOMER IN THE LAST TWELVE (12) MONTHS.
- 10.3. **STATUTE OF LIMITATIONS; JURY WAIVER.** NEITHER PARTY SHALL BRING ANY CLAIM BASED ON THE SUBSCRIPTIONS OR SUPPORT PROVIDED HEREUNDER MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. BOTH PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

11. GENERAL PROVISIONS

- 11.1. **Entire Agreement and Order of Precedence.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to, supplement or modification of this Agreement will be binding unless in writing and signed by both Parties. Nonetheless, with notice to Customer, Feedzai may modify the Schedules to reflect new features or changing practices, but the modifications will not materially decrease Feedzai's overall obligations during a subscription term. In the case of conflicts, discrepancies, errors or omissions, the Order shall prevail over the Agreement.
- 11.2. **Assignment.** This Agreement is not assignable or transferable without the prior written consent of the other Party, which shall not be unreasonably withheld. Any attempt by either Party to assign or transfer this Agreement without such consent shall be void. **Notwithstanding,** Feedzai can freely assign or transfer this Agreement to any company that is a part of its group of companies or as a result of a merger or a sale of all or a substantial part of its share capital.
- 11.3. **Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement (including all Orders, Addenda or annexes), or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement or of the provision will continue in full force and effect, except to the extent such invalid provision or part of provision relates to essential aspects of the Agreement. The parties agree that such provision or portion thereof shall be substituted by a provision with an equivalent legal and economic effect.
- 11.4. **No Waiver.** No forbearance, indulgence, delay or relaxation by any Party to require performance of any provision of this Agreement shall affect, diminish or prejudice the right of such Party to require performance of that provision and any waiver by any Party or any breach of any provisions of this Agreement shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Agreement.
- 11.5. **Survival.** Upon expiration or termination of the Agreement, the obligations which by their nature are intended to survive expiration or termination, namely sections 3. (Data and Content), 4 (Customer duties), 7 (Confidentiality), 10 (Liability), and 11 (General Provisions) shall survive termination or expiration of this Agreement.
- 11.6. **Force Majeure.** No liability shall result to the other Party from delay in performance or from non-performance caused by circumstances beyond the reasonable control of the Party affected, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, accident, labor trouble, pandemic, epidemic, but each Party hereto shall be diligent in attempting to remove such cause or causes.
- 11.7. **Export Laws.** The Parties acknowledge the Software and Services may be subject to export control regulations and sanctions including U.S. economic sanctions, European Commission regulations, United Nations Security Council resolutions, and other similar national or international regulations

This Offer expires September 26, 2024, at 7:00 p.m. CT.

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("Export Controls and Sanctions"). Each Party represents and undertakes that it and its Affiliates (i) are not named on any Export Controls and Sanctions list of restricted parties, (ii) will not knowingly export, reexport or transfer the Software or Service directly or indirectly, to any country or a foreign national of a country in violation of any such Export Controls and Sanctions and (iii) will not engage in activities that would cause the other Party or its Affiliates to be in violation of Export Controls and Sanctions.

- 11.8. Anti-corruption Laws. The Parties shall not and shall ensure the persons they employ shall not take any actions or make any omissions that would cause each other to be in violation of any applicable anti-corruption laws or directly or indirectly, offer, pay, promise to pay or authorize any bribe, other undue financial or other advantage or make any facilitation payment to, or receive any bribe or other undue financial or other advantage from, a public official or a private party in connection with this Agreement or any transactions undertaken for or on behalf of each other. The Parties shall have and maintain throughout the term of this Agreement adequate policies, procedures, and controls to ensure compliance with applicable anti-corruption laws.
- 11.9. Notices. Any notice, consent, approval, or other communication intended to have legal effect to be given under this Agreement ("Notices") must be in writing and will be delivered (as elected by the Party giving such notice): by email to legal@feedzai.com.

Schedule 1 – SUPPORT TERMS

1. DEFINITIONS

"Customer Technical Contact(s)": Customer's personnel that have been identified as the technical contact(s) for the Customer.

"Error": any reproducible failure of the Software to materially conform to the Documentation.

"Error Correction": any modification or addition to the Software delivered within an update that brings the Software into material conformity with the Documentation.

"Feedzai Welcome Pack": document defining Support contacts and processes, available on <https://support.feedzai.com/hc/en-us/articles/11136368956947-Welcome-to-Feedzai-Customer-Support>

"Product Hotfix": any subsequent minor release of the Software. This shall not include any major releases of new versions of the software (product upgrades), options or future products which Feedzai provides separately.

"Support Case": a single, reproducible issue or problem with the operation of the Software. Examples of Support Cases include, without limitation, Errors and problems encountered due to improper installation, configuration or operation of the Software.

"Response Time": the period commencing when a Support Case is reported by the Customer's technical contact and ending when a member of the Feedzai technical support team logs the report and responds to the Customer Technical Contact by telephone or email.

"Target Resolution Time": an estimated time to solve any Support Case reported by using a Product Hotfix or a workaround solution. Missing Target Resolution Times does not constitute a breach of contract.

"Production Environment": live and operational environment where Feedzai software applications are running, available to use by Customer, and processing live transaction data (e.g., producing real-time transaction scoring data).

Capitalized terms and expressions used in this Schedule but not specifically defined in this clause have the meaning defined in the main Agreement.

2. SERVICES PROVIDED

- 2.1. Availability. Customer shall be entitled to receive off-site Support concerning the operation of the Software on a 24/7, 365 basis. Support Cases may be reported to Feedzai by a Customer Technical Contact via the dedicated Support channels (as defined in Feedzai Welcome Pack). Feedzai will respond to a Customer Technical Contact by dedicated channels. Feedzai will also provide the Customer with Error Corrections for Errors reported to be in the Software, as they become available.
- 2.2. Delivery. Feedzai will only provide Support in English. Support is aimed at addressing Support Cases, and does not cover feature requests, training, or anything that requires additional resources from the product or development teams.. Feedzai reserves the right to exclusively use its own equipment to access and manage the Feedzai service infrastructure. Third parties are not entitled to receive Support from Feedzai and the Customer may not pass through any such requests.
- 2.3. Reporting. Support Cases must be reported to Feedzai via the dedicated Support channels (as defined in Feedzai Welcome Pack)..
- 2.4. Exceptions. Feedzai will have no obligation to provide Support in connection with cases or operational disruptions caused by: (i) the use of client software (e.g. Browsers) or software versions not approved by Feedzai as compatible with the Feedzai systems; (ii) configuration changes, modifications, or alterations to the Software or Service by the customer without prior testing in non-production environments ; (iii) failure by the customer to approve the update of the Software or Service prior to the installed version of the Software or Service reaching the Feedzai stated end-of-support date ; (iv) the withholding of approval by the customer to install hot-fix updates made available by Feedzai to address a customer issue; (v) use of the Software or Service other than in accordance with the Documentation and the Agreement; or (vi) the negligence or intentional misconduct of the Customer, its employees and agents or any third party.
- 2.5. Additional exceptions for Customer hosted deployments. If the Customer is not using Feedzai's cloud, in addition to the exceptions in section 2.4., Feedzai will have no obligation to provide Support in connection with cases or operational disruptions caused by: (i) the use of the Software or Service with software or hardware not designed for use with the operating systems approved by Feedzai in the Documentation; (ii) the use of the Software or Service with hardware that does not satisfy the minimum system requirements specified by Feedzai in the Documentation; (iii) changes, modifications, or alterations to the Software or Service not approved in writing by Feedzai or its authorized representatives;; or (iv) the failure to install Updates made available by Feedzai; o
- 2.6. Wecome Pack Feedzai Welcome Pack provides definitions of processes and services followed. It may be updated, from time to time by Feedzai, to reflect service changes and improvements.

3. PRIORITY LEVELS

- 3.1. Priority levels. The priority levels applicable are the following:

Priority	Description
Priority 1, Urgent	Issue that severely impacts the use of the service, halting your business operations, with no procedural workaround available. Must be reported via Feedzai Telephone Support Number. Examples: • Service is down or unavailable. • Data corrupted or lost

Priority 2, High	Major functionality is impacted or significant performance degradation is experienced, causing a high impact to business operations with no reasonable workaround available. Must be reported via Feedzai telephone support number. Examples: • Service is operational but highly degraded performance to the point of major impact on usage. • Important features of the application offering are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.
Priority 3, Normal	Partial, non-critical loss of use of services, with a medium-to-low impact on the business, but the business continues to function with a short-term workaround. Examples: • Particular rule is not being triggered as expected • Analytics functions (dashboard) are not operating
Priority 4 Low	An incident that has a low level of impact on business operations. Examples: • Minor loss of application functionality • Functionality does not match documented specifications

- 3.2. Changes in priority level. A Support Case will lower in priority level if Customer decides to hold back the implementation of the solution for a later time that falls out of the Targeted Resolution Time. Feedzai also reserves the right to lower the priority of an issue after assessing the issue.
- 3.3. Resolution of cases. A Support Case will be closed and marked as resolved upon the earlier of the following: (i) the issue or problem is solved; (ii) if the issue or problem is the result of an Error, the provision of a solution or Error Correction; (iii) Feedzai is able to provide a reasonable and mutually acceptable alternative solution; (iv) Feedzai confirms that the issue or problem is not due to any Error or deficiency in the Software or Service; (v) Feedzai confirms that the issue or problem is in fact due to a third-party; (vi) the Customer's Technical Contact requests that Feedzai closes the Support Case; or (vii) the Priority 1 or Priority 2 Support Case has been left open for 2 hours with no response from the Customer.
- 3.4. Response Times. Applicable Responsible Times and Target Resolution Times will be defined in the applicable Order(s).

4. UPDATES

Feedzai will make updates available to Customer either for download together with documentation in printed or electronic form written in English or a language officially supported by Feedzai (for Customer hosting Feedzai services) or by making them available for deployment (for Customer using Feedzai Cloud). Associated training, consultancy and/or other assistance services are outside of the scope of Support and may be subject to separate charges. Feedzai's obligations with respect to Support are expressly conditioned upon the installation and use by the Customer of long-term support releases or short-term support releases within the applicable supported time frames.

Schedule 2 – FEEDZAI CLOUD SERVICE LEVEL AGREEMENT

Feedzai warrants a monthly 99.80% availability of the Software during the Term, notwithstanding scheduled maintenance, which shall be notified to the Customer in advance and Force Majeure Events which may affect availability. Feedzai will notify the Customer regarding any measures or actions that may affect the availability of the Software and will endeavor to reduce any possible hindrances that such measures may have on the Customer or its business operations.

The Customer undertakes not to perform any maintenance tasks without the prior written consent of Feedzai. The Customer acknowledges and accepts that Feedzai shall not be liable, to the extent permitted by applicable Law, for failures, defects, malfunctions of the Software, of any kind, that may derive from unauthorised maintenance tasks performed by the Customer, not any damage or loss arising out of such failures, defects or malfunctions.

Feedzai shall not be obliged to provide Support when the failures, defects or malfunctions are caused by misuse, negligence or breach of the terms of the Agreement or any use that contravenes the terms of the Agreement, applicable law and/or instructions, guidelines or recommendations made by Feedzai, whether or not they are included in the Documentation. Additionally, Feedzai shall not be obliged to provide Support in the terms provided herein in case of Force Majeure Events or other external factors affecting the availability or functionality of the Software.

22. We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.
23. **End User Restriction.** You certify that the number of end users accessing CLEAR data is not greater than XXX. Our pricing is made in reliance upon your certification. If the number of end users increases above XXX, you agree to inform us in writing. We reserve the right to increase your charges as applicable

24. **CLEAR Certifications.** By initialling below, you certify your understanding and acceptance of the security limits of CLEAR and responsibility for controlling product, Internet and network access:
- ___ **Initial.** Functionality of CLEAR cannot and does not limit access to non-West internet sites. It is your responsibility to control access to the internet.
- ___ **Initial.** You will provide your own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL and West software. You will design, configure and implement your own security configuration.
- ___ **Initial.** You will not use any data nor 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 or in any manner inconsistent with the General Terms and Conditions.
- ___ **Initial.** You will only access CLEAR for administrative or internal business purposes. All use will fully comply with the following restrictions:

- (a) No one other than your approved employees will be provided access to or control of any terminal with access to CLEAR or CLEAR data.
- (b) Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access.
- (c) No access will be outsourced or otherwise provided to third parties.
- (d) You are solely responsible for ensuring that sensitive information is not made available beyond its stated permissible use.

25. **Prior Agreement.** The parties agree that the Special Offer Amendment to Subscriber Agreement currently in effect between the parties will terminate as of the effective date of this ordering document.

26. **[Content Name Here] Annual Cap.** Charges for the value of the [content name here] actual usage per Subscription Period are waived up to the following amounts (the "Annual Cap"). You will pay the Monthly Charges and all charges in excess of the Annual Cap (discounted nn%).

Subscription Period	Annual Cap
MM/DD/YYYY – MM/DD/YYYY	\$nn
MM/DD/YYYY – MM/DD/YYYY	\$nn
MM/DD/YYYY – MM/DD/YYYY	\$nn

27. **[Content name here] Monthly Cap.** Charges for the value of the [content name here] actual usage per month are waived up to the following amounts (the "Monthly Cap"). You will pay the Monthly Charges and all charges in excess of the Monthly Cap (discounted nn%).

Subscription Period	Monthly Cap
MM/DD/YYYY – MM/DD/YYYY	\$nn
MM/DD/YYYY – MM/DD/YYYY	\$nn
MM/DD/YYYY – MM/DD/YYYY	\$nn

28. **AU10TIX Specific Terms.** We are an authorized reseller of software and services that are provided by AU10TIX Ltd.("AU10TIX").

- (a) **AU10TIX End User License Agreement.** In addition to the terms of this order form, you agree to comply at all times with the terms and conditions of the AU10TIX end user license agreement and exhibits located here: <https://www.au10tix.com/wp-content/uploads/2023/09/AU10TIX-EULA-AUG-2023.pdf> (the "EULA"). By agreeing to this order form customer is agreeing to the EULA, and customer agrees that its access to and use of AU10TIX products and services is governed by the EULA. If there is a conflict between the EULA and the order form with respect to the AU10TIX products and services, the EULA takes precedence.
- (b) **Responsibility.** As between AU10TIX and Thomson Reuters, AU10TIX is solely responsible for providing access to the AU10TIX products. Thomson Reuters shall not be responsible for the acts or omissions of AU10TIX and disclaim all liability relating to the AU10TIX products and services.
- (c) Any verifications over the contracted volume will be billed as an overage at a rate of \$3.50 per verification. Overages will be billed monthly in arears based on accrued usage.

29. **Batch Annual Inputs.** If your batch inputs for the then current Subscription Period for the product(s) listed below exceeds the corresponding number of lines, or you access data outside of the data sources selected below, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current Subscription Period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following Subscription Period.

Subscription Period	Material ID	Subscribed Products	Selected Data Sources	Annual Inputs Per Data Source
MM/DD/YYYY - MM/DD/YYYY				
MM/DD/YYYY - MM/DD/YYYY				
MM/DD/YYYY - MM/DD/YYYY				
MM/DD/YYYY - MM/DD/YYYY				

This Offer expires September 26, 2024, at 7:00 p.m. CT.

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ACKNOWLEDGMENT

This agreement is a binding agreement between Customer and the Thomson Reuters entities executing this agreement, to the extent each Thomson Reuters entity is providing the products and/or services.

TBD

WEST PUBLISHING CORPORATION

Signature

Date

Name (please print)

Title

Signature

Date

Name (please print)

Title

For internal use only: Legal Contact for non-standard arrangements:

SUBSCRIBER INFORMATION EXHIBIT

SUBSCRIBER OFFICE & ADMINISTRATOR INFORMATION						
Subscriber's Offices (City, State)	Password/License Administrator Name ¹	Code	Email Address	Department/Practice Group	Product	% of Total Users by Location ² Server Location (Y/N)
¹ Administrators are counted as a user on per user subscriptions						
² Taxes for software products will be based on % of Total Users by Location						

SUBSCRIBER CLEAR® SERVICES INFORMATION

Main Account #

CLEAR Contact Name

Main Account Name

CLEAR Contact Email

Internet Service Provider Name

CLEAR Contact Telephone

The CLEAR contact will receive all CLEAR registration keys, individual users will also receive their registration keys if their email addresses are provided

IP Address Section: Only External IP Addresses or Ranges Must Be Provided

Technical Contact Name

Technical Contact Email

Technical Contact Location

Technical Contact Telephone

Valid external IP addresses or IP ranges belonging to your organization and meeting the following requirements must be provided for all CLEAR orders:
1. IP addresses assigned to jurisdictions outside the United States or our approved U.S. Territories are prohibited.
2. All IP addresses must be IPv4 addresses.
Permissible IP addresses will be those provided below as well as any previously provided IP addresses by you.
Initial to block CLEAR roaming access. This selection does not allow user access outside of your designated IP address/range. Your users will be required to access CLEAR through your designated entity IPs only.

Authorized My Account Administrator for CLEAR®

My Account is provided as a service to you for user management, general account information and granting access to other My Account users. Identify which person you would like as your My Account Administrator:

Last Name

First Name, M.I.

Email Address (REQUIRED)

Authorized QuickView+ Users for CLEAR												
QuickView+ is provided as a service to you for estimating your charges. Actual charges billed may vary from Quickview+ due to discounts you receive or other charges, such as taxes. Identify which password holder you would like to have Quickview+ access:												
Last Name			First Name, M.I.			Authorized Account Number						
CLEAR® Users												
Account #			Account Address									
Last Name		First Name, M.I.		Email Address		Phone #		IN	AD	AN	SV	TC
If there are additional CLEAR users, additional pages must be submitted with the order												

SPECIAL OFFER BILLING OPTIONS (FOR MULTIPLE LOCATIONS ONLY)	
☐ DEFAULT. UNLESS OTHERWISE SPECIFIED, YOU 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. Your 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. (Not available for orders with concurrent users) 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+.	

CONFIDENTIAL

THOMSON REUTERS (TAX & ACCOUNTING) INC.
ORDER FORM



Quote Number 2025-946855

Order Form and License Agreement, effective 7/31/2025, by and between Thomson Reuters (Tax & Accounting) Inc., a Texas corporation, with offices at P.O. Box 115008, Carrollton, TX 75011-5008; 1-800-431-9025 ("TRTA"), and

UMKC LAW LBRY, 500 E 52ND ST, KANSAS CITY, MO, 64110-2467

(referred to hereinafter as "You", "Your" and "Licensee"). The "License Agreement" (defined as the document detailing the terms and conditions of the non-exclusive license granted to You to use the Licensed Information), attached hereto and incorporated herein, together with this Order Form, constitutes the entire agreement between You and TRTA for the products listed herein (hereinafter the "Agreement").

Ship To #	904445126	Bill To:	#N/A
Contact	SARAH MABEE	Firm:	UMKC LAW LBRY
Contact Phone #		Individual:	JAMES SMITH
TRTA Unit #	83408343	Address:	800 E 51ST ST
PO Number		City,State,Zip:	KANSAS CITY,MO,64110
E-Mail Address	mabees@missouri.edu	Phone/Fax:	
		E-Mail Address:	mabees@missouri.edu

Product Code(s)	Product Description	Type Of Product	Term Days	Qty/ Users	Pay Plan	List Price	Disc %	Net Price
WAAPW	RIA Academic Advantage Library - Checkpoint	Information	365	35	Annual	\$3,615.00	%	\$3,795.75

Total Net Price:	\$3,795.75
Shipping & Handling:	\$0.00
Sales Tax:	\$0.00
Total Amount Due:	\$3,795.75

Conversions

Order #	Product Code	Product Description	Converted From Product
4260694701	WAAPW	RIA Academic Advantage Library - Checkpoint	WAAPW

Customer Signature

Date

Customer Name -- Please print

Signature above indicates acceptance of the terms and conditions of sale outlined within this Order Form and in the License Agreement.

Rep Name
Alisha Reeves

Rep Fax

Rep E-Mail Address
alisha.reeves@thomsonreuters.com

Quote Number
2025-946855



THOMSON REUTERS

LICENSE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. BY USING ALL OR ANY PORTION OF THE LICENSED INFORMATION FROM THOMSON REUTERS (TAX & ACCOUNTING) INC. ("TRTA") YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT AND OF THE ORDER FORM. YOU AGREE THAT THIS LICENSE AGREEMENT AND ORDER FORM ARE ENFORCEABLE LIKE ANY OTHER WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT USE THE TRTA LICENSED INFORMATION.

1. Definition of Terms.

- 1.1 **"Agreement."** All references to this "Agreement" will mean this License Agreement and the Order Form.
- 1.2 **"Customer Content."** All references to "Customer Content" will mean Licensee's documentation and information supplied by Licensee to TRTA in connection with and/or pursuant to this Agreement.
- 1.3 **"Data."** All references to "Data" will mean all of the information stored and contained in the Licensed Information. Except for the limited license granted to You in this Agreement, all Data provided by TRTA and/or its third party or affiliate providers in all languages, formats, and media throughout the world will continue to be the exclusive copyrighted property of TRTA and/or its third party or affiliate providers.
- 1.4 **"Information Products."** All references to "Information Products" includes, but is not limited to, all print products; continuing professional education products and services (e.g. CPEasy, MicroMash, Checkpoint Learning, etc.) (collectively referred to hereinafter as "CPE Products"); Checkpoint Credits & Incentives Pinpointer – Search by Address; and all other products that are designated as "Information" on Licensee's Order Form.
- 1.5 **"Licensed Information."** All references to "Licensed Information" will mean any combination of the Information Products, the Software Products, and the product's Data and Program licensed under this Agreement. This may also be used to refer to print products.
- 1.6 **"Order Form."** All references to "Order Form" or "Multi Year Order Form" will mean the document signed in conjunction with this License Agreement that, in part, details the individual product components which make up the Licensed Information, plus pricing.
- 1.7 **"Program."** All references to "Program" will mean all of the programs, control information, and related software contained in the product(s), including those provided by TRTA.
- 1.8 **"Software Products."** All references to "Software Products" includes Checkpoint Engage™; Checkpoint Tools; PPC's SMART Practice Aids®; PPC's Practice Aids®; PPC's Workpapers™; PPC's Interactive Disclosure Libraries®; PPC's Engagement Letter Generator®; Credit and Incentives Batch Unlimited and Credit and Incentives Batch Select (collectively referred to hereinafter as "Credit & Incentives Batch"); and all other products that are designated as "Software" on Licensee's Order Form.
- 1.9 **"You," "Your" and "Licensee."** All references to "You," "Your" and "Licensee" will mean the customer noted on the Order Form.

2. **Fees.** Your payment entitles You and Your U.S.-based personnel (unless otherwise indicated on the Order Form) to access the Licensed Information in accordance with the terms of this Agreement. You also are responsible for the payment of all sales, use, or other taxes (excluding taxes based on TRTA's income) or charges assessed by any governmental authority in connection with this license. All amounts payable under this Agreement will be due thirty (30) days from the date of the applicable invoice. TRTA reserves the right to revise its charges and billing practices effective at the start of Your renewal term. Approximately ninety (90) days in advance of Your renewal, TRTA will provide You with a renewal invoice, which will reflect TRTA's revised charges and billing practices, if any, to then current rates, which may increase. Charges will include shipping and handling, where applicable.

3. Term of License Agreement.

- 3.1 The term will be the initial term set forth on the Order Form. Licensee may extend the term of this Agreement by written notice to TRTA before the term expires. As long as You comply with the terms of this Agreement, TRTA grants You a non-exclusive license to use the Licensed Information. Your non-exclusive license will begin immediately upon delivery of the Licensed Information Product. Delivery will have occurred when TRTA has delivered possession of the Licensed Information to a common carrier, F.C.A. TRTA shipping facility, or for web-based Licensed Information, when the Internet access password has been sent and the license period has commenced.



3.2 Automatic Shipments and Ancillary Products:

- 3.2.1** For Licensed Information in print, CD, DVD and eBook form, You have the option to automatically receive automatic shipments of additional volumes, new developments, loose-leaf pages, supplements, volumes of a new series or edition, new disk versions or updates as published when legislative changes dictate, provided that You expressly enroll such products into TRTA's automatic shipment subscription. Information regarding frequency and number of automatic shipments can be found online at <https://tax.thomsonreuters.com/productupdates>.
- 3.2.2** TRTA may send ancillary products to Your Licensed Information in print, CD, DVD and eBook form. For clarification, an "ancillary product" is an extension or companion to an existing Licensed Information that provides more than an update of the content contained in the existing Licensed Information by providing (i) expanded, complementary, or more detailed content; or (ii) content that otherwise aids in the understanding and/or practice of the subject matter of the existing Licensed Information. Ancillary products are eligible for automatic shipment in the U.S., except to customers in Florida.
- 3.2.3** The automatic shipment and ancillary product shipments are billed at then-current rates, plus shipping and handling, if applicable, and will be invoiced upon shipment. The automatic shipment and ancillary products in tangible form may be returned or rejected to TRTA within thirty (30) days at no cost to You using the prepaid return shipping label, available upon request, in accordance with TRTA's then-current return policies, available online at <http://thomsonreuterstaxsupport.force.com/pkb/articles/Documentation/Cancellations-Refunds>. You may request to cancel future automatic shipments and/or ancillary products. Requests to return or cancel automatic shipments and/or ancillary products should be mailed to Thomson Reuters (Tax & Accounting) Inc., Customer Service Department, P.O. Box 115008, Carrollton, TX 75011-5008 or by calling (800) 431-9025, option 2. Automatic shipments and/or ancillary products, as permitted herein, will continue until cancelled as provided herein.

3.3 For Software Products Except for Tax Incentive Zone Lookup: Batch Processor:

- 3.3.1** The software package represents one edition (the "Edition") to the Software Product. The Software Product is licensed but not sold to You. You are aware that You are licensing an Edition of the Software Product, rather than purchasing the Software Product outright. You further acknowledge and agree that TRTA may cause the software templates or software system that delivers the Software Product to become inoperable where the Edition has expired due to passage of time, failure to remunerate, or other circumstances. TRTA reserves the right to collect data from the computer the Software Product is installed on, by the use of cookies or otherwise, to determine whether Licensee complies with the terms of this Agreement.
- 3.3.2** Software Products are updated annually to provide You with the most current content. During the term of this Agreement, revised editions of the Software Product will automatically be made available to You at the price in effect at the time of the update, unless and until either party gives the other party notice of termination.
- 3.3.3** You may make an archival copy of the Software Product for the sole purpose of backing up the Software Product, so long as You reproduce and include the copyright notice on the backup copy. The Software Product is licensed only to You.

4. Termination.

- 4.1** TRTA may terminate this Agreement and Your right to receive any further Licensed Information if TRTA determines, at any time, that the provisions of this Agreement have been violated, provided that TRTA gives You prior written notice and the thirty (30) day opportunity to cure. If termination occurs due to Your breach, TRTA may recover, in addition to any rights and remedies, the sum of (i) all unpaid charges outstanding, (ii) the applicable charges through the end of the term of the Agreement, and (iii) reasonable attorneys' fees.
- 4.2 For Licensed Information (excluding CDs and DVDs):** You may terminate this Agreement as it relates to Your license to the Licensed Information (excluding CDs and DVDs) by providing prior written notice before the start of the renewal term to TRTA, Customer Service Department, P.O. Box 115008, Carrollton, TX 75011-5008; 1-800-431-9025. Termination will be effective at the end of the then current term.
- 4.2 For Licensed Information in CD and DVD Form:** You may terminate this Agreement as it relates to Your license to the Licensed Information in CD and DVD form at any time by discontinuing all use of the Licensed Information in CD and DVD form, returning the CDs and DVDs and any copies to TRTA, and deleting and removing any and all copies of the Licensed Information from any and all computer hard drives and storage devices where it has been placed. Termination in no way entitles You to a refund.



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5. **Computer Equipment & Software.** You are solely responsible for selecting, purchasing, installing, and maintaining the equipment, software, and telecommunications needed to access any part of the Licensed Information. Your failure to do so does not relieve You of Your payment obligations to TRTA.
6. **TRTA's Advisory Responsibilities.**
 - 6.1 TRTA reserves the right to charge additional service fees if You seek assistance on matters not directly relating to Your ability to access or use the Licensed Information. TRTA will provide You with prior written notice of the amount of such additional service fees before providing any additional services to You.
 - 6.2 TRTA does not provide services as a professional expert or advisor regarding Your computer or Your information needs. TRTA is not responsible if Your information requirements change, resulting in the Licensed Information becoming incompatible with Your needs.
 - 6.3 The Licensed Information, or any support given by TRTA's product, editorial or technical support staff, are in no way substitutes for assistance from legal, tax, accounting, or other qualified professionals. If legal advice or other expert assistance is required, the services of a competent professional person should be sought.
 - 6.4 **Network Installation & Support For Software Products.** To assure successful installation of Software Products, the Licensee will provide a qualified installer to install and configure network hardware and software. The Licensee will provide a qualified person to handle all administrative functions including, but not limited to, handling new user accounts and workstations, network passwords and file-sharing status, hardware, and printers. TRTA will only provide telephone support for Software Products installed on local area and server-based networks, which incorporate hardware and network operating software officially supported by TRTA.
7. **Permitted Uses of Licensed Information.** You are entitled to access Licensed Information from TRTA only during the term of this Agreement. You may utilize the Licensed Information for Your own internal use only or on behalf of Your customers in the normal course of Your business.
8. **User Access.**
 - 8.1 **For Licensed Information Excluding CD and DVDs:**
 - 8.1.1 You must purchase a license for each user who will access, search, and/or display the Licensed Information (excluding CDs and DVDs). Your charges for multiple users are based on the number of users who will access, search, and/or display the Licensed Information (excluding CDs and DVDs).
 - 8.1.2 For CPE Products, in addition to Section 8.1.1, an individual user will be allowed to access all CPE Products in Licensee's subscribed library and will count as one "user slot," which slot may not be assigned or transferred to another user during the then current term.
 - 8.2 **For Licensed Information in CD and/or DVD Form:**
 - 8.2.1 **Single-User License.** You may only use the Licensed Information in CD and/or DVD form on a single computer at one time. You may not distribute copies of the Licensed Information in CD and/or DVD form in any form to others, nor disseminate, distribute, or resell the Licensed Information in CD and/or DVD form in any manner. You may not electronically transfer the Licensed Information in CD and/or DVD form from one computer to another over a network or otherwise.
 - 8.2.2 **Multi-User License.** You may store or install a copy of the Licensed Information in CD and/or DVD form on a storage device, such as a network server, used only to install or run the Licensed Information in CD and/or DVD form on Your other computers over an internal network; however, You must acquire and dedicate a license for each user of the Licensed Information in CD and/or DVD form. You will ensure that the number of users of the Licensed Information will not exceed the number of authorized users.
9. **Changes of Ownership.** If Licensee acquires, merges with or is acquired by another entity such that the other entity, as a result of the transaction, is or would be entitled to use or receive the Licensed Information under this Agreement, TRTA shall be entitled to revise the license fees to account for the subsequent increased value derived or scope of use within the terms of the applicable license.



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10. Limitations on Use.

- 10.1** You must restrict access to the Licensed Information to Your employees, including those at remote locations, contractors working within the scope of their employment for You, and Your agents, students, and patrons who require access in the performance of their employment duties. Free administrative IDs are to be used for Licensee's administrative account management only.
- 10.2** Instructional guides and materials are provided solely to support Your authorized use of the Licensed Information. Licensed Information, or any part thereof, may not be used in any manner, except as expressly permitted under this Agreement. You may not copy, modify, adapt, translate, reverse engineer, decompile, disassemble, create competitor products, or create derivative works based on the Licensed Information, or the written materials provided with or derived from the Licensed Information, without prior written consent of TRTA and You shall not delete any proprietary designations, legal notices or other identifiers belonging to third parties from any information obtained or sent using the Licensed Information. The product's component parts may not be separated for use on more than one computer. You shall not sell, assign, disclose, furnish, or redistribute any Licensed Information to any other person, firm, corporation, or entity.
- 10.3** You may not use the Licensed Information with any other database(s).
- 10.4** While this Agreement is in effect, You may not use and/or permit any other party to use the Licensed Information for any illegal purposes. In the event that You become aware that the security of Your login information has been compromised or breached, You must change the account's login credentials. Additionally, You shall promptly deactivate/change the login credentials for any individual (e.g., former employee) that no longer is authorized by You to access the Licensed Information.
- 10.5** TRTA cannot and does not guarantee or warrant that files available for downloading through its websites will be free of viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties.
- 10.6** You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt the information You transmit over the Internet. TRTA is not responsible for invalid destinations, transmission errors, or corruption, interception or security of Your data.
- 10.7** TRTA does not warrant that its websites will be uninterrupted or error-free. You further understand and agree that delays and disruptions of other network transmissions are completely beyond the control of TRTA.
- 10.8** You shall comply with all applicable local, state, national and international laws and regulations, including those related to data privacy, international communications, and exportation of technical or personal data. You represent that You are not a specifically designated individual or entity under any US embargo or otherwise the subject, either directly or indirectly (by affiliation, or any other connection with another party) of any order issued by any agency of the US Government limiting, barring, revoking or denying, in whole or in part Your US export privileges. You agree to notify TRTA if You become subject to any such order.
- 10.9** You shall not impersonate any person or use a false name while using the Licensed Information. You agree to obtain all required permissions if You use the Licensed Information to receive, upload, download, display, distribute, or execute software or perform other works protected by intellectual property laws including copyright, trademark, trade secret and patent laws. You agree to cooperate with TRTA and provide requested information in connection with all security and use matters. You agree to notify TRTA promptly if You suspect unauthorized use of TRTA's websites or of Your user ID. You remain liable for unauthorized use until Your notification to TRTA.

11. Limitation of Liability.

- 11.1** EXCEPT FOR SECTION 11.5.1, THE LICENSED INFORMATION IS PROVIDED "AS IS" AND NEITHER TRTA NOR ANY THIRD PARTY OR AFFILIATE PROVIDER MAKES ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY LICENSED INFORMATION PROVIDED, INCLUDING ITS QUALITY, ACCURACY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE LICENSED INFORMATION. TRTA DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF, OR THE RESULTS OBTAINED WITH THE LICENSED INFORMATION IN TERMS OF ACCURACY, CORRECTNESS, OR RELIABILITY.



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11.2 IN NO EVENT WILL TRTA OR ITS THIRD PARTY OR AFFILIATE PROVIDERS BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF DELAYS, ERRORS, OMISSIONS, INACCURACIES, OR THE USE OR INABILITY TO USE THE LICENSED INFORMATION, OR FOR INTERRUPTION OF THE LICENSED INFORMATION, FROM WHATEVER CAUSE. THIS WILL APPLY EVEN IF TRTA OR ITS THIRD PARTY OR AFFILIATE PROVIDERS HAVE BEEN ADVISED THAT THE POSSIBILITY OF SUCH DAMAGES EXISTS.

11.3 NEITHER TRTA NOR ANY THIRD PARTY OR AFFILIATE PROVIDER ARE RESPONSIBLE FOR ANY COSTS, INCLUDING THOSE INCURRED AS A RESULT OF LOST PROFITS OR REVENUE, LOSS OF DATA, THE COST OF RECOVERING SUCH PROGRAMS OR DATA, THE COST OF ANY SUBSTITUTE PROGRAM, CLAIMS BY THIRD PARTIES, OR FOR OTHER SIMILAR COSTS. EXCEPT FOR TRTA'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 12 OR IN THE CASE OF TRTA'S BREACH OF SECTION 13, IN NO CASE WILL TRTA'S OR ANY THIRD PARTY OR AFFILIATE PROVIDER'S LIABILITY EXCEED THE AMOUNT OF THE LICENSE FEES PAID.

11.4 IN NO EVENT SHALL LICENSEE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES BASED ON ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY, STATUTE OR UNDER ANY OTHER LEGAL OR EQUITABLE PRINCIPLE OR OTHERWISE.

11.5 FOR SOFTWARE PRODUCTS:

11.5.1 WITH RESPECT TO THE PHYSICAL CDS AND DVDS, TRTA WARRANTS THAT THESE ITEMS WILL BE FREE FROM DEFECT IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE THE LICENSE IS PURCHASED. IN THE EVENT OF NOTIFICATION WITHIN THE WARRANTY PERIOD OF DEFECTS IN MATERIALS OR WORKMANSHIP, THE DEFECTIVE CD OR DVD WILL BE REPLACED SO LONG AS YOU MAIL, FREIGHT PRE-PAID, THE DEFECTIVE MATERIALS TO TRTA. THE SOLE REMEDY FOR BREACH OF THIS WARRANTY WILL BE LIMITED TO REPLACEMENT OF THE DEFECTIVE CD OR DVD.

11.5.2 SECTION 11.5.1 IS THE ONLY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, (INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE).

12. Indemnification. TRTA shall defend, indemnify and hold Licensee harmless at TRTA's expense in any suit, claim or proceeding brought against Licensee alleging that Licensee's use of any Licensed Information delivered to Licensee hereunder directly infringes a United States patent, copyright, trademark, trade secret, or other third party proprietary right, provided TRTA is (i) promptly notified, (ii) given the assistance required at TRTA's expense, and (iii) permitted to retain legal counsel of TRTA's choice and to direct the defense. TRTA also agrees to pay any damages and costs awarded against Licensee by final judgment of a court of last resort in any such suit or any agreed settlement amount on account of any such alleged infringement, but TRTA will have no liability for settlements or costs incurred without its consent. Should Licensee's use of any such Licensed Information be enjoined, or in the event that TRTA desires to minimize its liability hereunder, TRTA will, at its option and expense, (i) substitute fully equivalent non-infringing Licensed Information for the infringing item; (ii) modify the infringing item so that it no longer infringes but remains substantially equivalent; or (iii) obtain for Licensee the right to continue use of such item. If none of the foregoing is feasible, TRTA will terminate Licensee's access to the Licensed Information and refund to Licensee the applicable fees paid by Licensee for the infringing item(s). THE FOREGOING STATES THE ENTIRE LIABILITY OF TRTA AND LICENSEE'S SOLE REMEDY FOR INFRINGEMENT OR FOR ANY BREACH OF WARRANTY OF NON-INFRINGEMENT, EXPRESS OR IMPLIED. THIS INDEMNITY WILL NOT APPLY TO ANY ALLEGED INFRINGEMENT BASED UPON LICENSEE'S COMBINATION OF OTHER SOFTWARE OR INFORMATION WITH THE LICENSED INFORMATION WHERE THE LICENSED INFORMATION WOULD NOT HAVE OTHERWISE INFRINGED ON ITS OWN.

13. Miscellaneous.

13.1 TRTA and its third party or affiliate providers retain all rights not expressly granted to You in this Agreement. The software, material, content and related documentation in the Licensed Information are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Nothing in this Agreement constitutes a waiver of TRTA's nor its third party or affiliate providers' rights under the applicable copyright law. In the event that this Agreement is terminated, You agree to erase all Software Products. TRTA will not be responsible for performance problems due to circumstances beyond its reasonable control.



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- 13.2** In the event that TRTA discontinues the production, sale or licensing of any Licensed Information and does not substitute equivalent Licensed Information for the discontinued Licensed Information, TRTA will give the Licensee reasonable advance notice of such discontinuation, and upon such date of discontinuation, TRTA shall have the right to terminate the applicable Order Form as to such discontinued Licensed Information. As of the date of termination of such Order Form, TRTA shall credit to Licensee, on a pro-rated basis, any applicable pre-paid fees for the discontinued Licensed Information, and TRTA shall have no further obligation to provide support as provided for in this Agreement.
- 13.3** This Agreement, including the information on Your Order Form, and any amendments or addendums that specifically reference this Agreement, constitutes the entire contract between You and TRTA with regards to the subject matter addressed herein. All prior agreements and all oral or collateral representations, agreements, and understandings regarding the Licensed Information on Your Order Form are superseded by this Agreement. Licensee acknowledges and agrees that no representations have been made by TRTA other than as expressly set forth in this Agreement and that Licensee has not relied on any representations not expressly set forth herein. If any of the provisions within the License Agreement and Order Form are contradictory or inconsistent, then the provisions of this License Agreement will control unless the Order Form indicates otherwise. Notwithstanding the above, Licensee may be required to review and accept third party or affiliate click-through license agreements before accessing third party or affiliate provider Licensed Information. Any additional or conflicting terms contained in any Licensee purchase order, proposal or other document shall be deemed to be rejected by TRTA without need of further notice of objection, even if such document is acknowledged or accepted by TRTA, and regardless of any statement to the contrary which may be contained therein, and shall be of no effect or in any way binding upon TRTA.
- 13.4** Except as expressly provided above, this Agreement, or any part thereof, cannot be changed, waived, or discharged other than by a statement in writing signed by You and TRTA.
- 13.5** If a court of competent jurisdiction declares any section of this Agreement to be invalid, unlawful or unenforceable as drafted, such section will be amended and construed in a manner designed to effectuate the purposes of the section to the fullest extent permitted by law. If such section cannot be so amended and construed, it shall be severed, and the remaining sections will remain unimpaired and in full force and effect to the fullest extent permitted by law.
- 13.6** All notices under the Agreement must be in writing and sent by email (except for notices of breach of the Agreement which may not be sent by email) or first class mail, registered mail, courier, fax or delivered in person at the address set out on the latest Order Form between the parties (or such other more recent address notified to the other).
- 13.7** This Agreement will be governed and construed in accordance with Your state law.
- 14. Ownership of Customer Content.** All Customer Content shall be the sole and exclusive property of Licensee. TRTA acknowledges that the Licensed Information does not include any Customer Content and TRTA shall have no ownership rights in the Customer Content.

HIGHQ ORDER FORM

610 Opperman Drive, P.O. Box 64833

St. Paul, MN 55164-1803

Tel: 651/687-8000

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Check West account status below as applicable:		Rep Name & Number _____		* * * * * R E Q U I R E D * * * * *	
New ☐					
Existing with no changes ☐		Existing with changes ☐ (Permanent name change must attach a Customer Name Change Form)			
Acct # _____ Quote # _____ PO # _____ Date _____					
Name/Customer _____ Bill To Acct # _____					
Order Confirmation Contact Name _____					
E-Mail _____					
Password Contact Name (for password delivery) _____					
E-Mail _____					
Time and Billing Contact Name _____					
E-Mail _____				I F N E E D E D	
Federal Government Account Type		Non-FEDLINK ☐	FEDLINK ☐		GSA ☐
MSA Jurisdiction _____		Contract # _____			Option # _____
Permanent Address Change ☐		One-Time Ship To ☐	Additional Ship To ☐		Additional Bill To ☐
Name _____		Attn: _____			
Address _____		Suite/Floor _____			
City _____		State _____	County _____		Zip _____

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", "your", "I" or "Client".

Thomson Reuters General Terms and Conditions (available here: <http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions. If you are a Federal Government customer, the Thomson Reuters General Terms and Conditions for Federal Customers located at <http://tr.com/federal-general-terms-and-conditions> will apply in place of the General Terms and Conditions above. This Order Form is subject to our approval.

		Online/Software Products					
Full Svc #	Online/Software Products	Quantity *	Monthly Rate Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly Charges	Minimum Term (Months)

* Fill in the maximum number of Passwords, Users, Seats, and Quantity of Additional Storage

Total Monthly Charges (initial Term) \$ _____

Notes:

	Online/Practice Solutions/Software Products Subscriptions	
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Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form.

When your Minimum Term terminates, the following will apply:

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in Charges per Billing Frequency at least 60 days before each Automatic Renewal Term begins. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

	Online/Practice Solutions/Software Renewals	
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Sub Matl #	Online/Practice Solutions/Software Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)

Notes:

Monthly Charges for the Initial Renewal Year are set forth above and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form.

When this Renewal Term expires the following will apply.

Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in Charges per Billing Frequency at least 60 days before each Automatic Renewal Term begins. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

	Online Products to be Lapsed	
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Full Svc #	Online Products	# of Passwords

Notes:

	Miscellaneous	
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1. **Applicable Law.** If you are a state or local governmental entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.
2. **Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.
3. **Product Specific Terms and Service Levels:** The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:
- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
 - HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA> Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages.
4. **Statement of Work:** If included with this order, the Statement of Work (SOW) is hereby incorporated and governed by the terms and conditions of this Order Form.

ACKNOWLEDGMENT
I warrant that I am authorized to accept these terms and conditions on behalf of Customer.

Printed Name _____
Title _____
Date _____
Signature X _____

HIGHQ ORDER FORM—ProFlex
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000

Document 15

Check West account status below as applicable:		Rep Name & Number _____		*** R E Q U I R E D ***	
New	☐				
Existing with no changes	☐	Existing with changes _____ (Permanent name change must attach a Customer Name Change Form)			
Acct #	_____	Quote #	_____		
PO #	_____	Date	_____		
Name/Customer	_____		Bill To Acct #		_____
Order Confirmation Contact Name	_____				
E-Mail	_____				
Password Contact Name (for password delivery)	_____				
E-Mail	_____				
Time and Billing Contact Name	_____			I F N E E D E D	
E-Mail	_____				
MSA Jurisdiction	_____	Contract #	_____		
Option #	_____				
Permanent Address Change _____ One-Time Ship To _____ Additional Ship To _____ Additional Bill To _____					
Name	_____ Attn: _____				
Address	_____ Suite/Floor _____				
City	_____	State _____	County _____ Zip _____		

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions (available here: <http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions. This Order Form is subject to our approval.

		ProFlex Products				
Full Svc #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Quantity *	Monthly Banded Rate	Other	Total Monthly Charges	Minimum Term (Months)
40757482	ProFlex					
Notes:						

* Fill in the maximum number of Passwords, Users, Seats, and Quantity of Additional Storage.

Total Monthly Charges (initial Term) \$ _____

Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form.

If you previously subscribed under a Special Offer Amendment/Exhibit the effective date of this Order Form is the first day of the month following the date we process your order.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

When your Minimum Term terminates, the following will apply:

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in Charges per Billing Frequency at least 60 days before each Automatic Renewal Term begins. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

ProFlex Renewals				
Sub Matl #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)

Monthly Charges for the Initial Renewal Year are set forth above, and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (Form #1113) to the Order Form.

When this Renewal Term expires the following will apply.

Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in Charges per Billing Frequency at least 60 days before each Automatic Renewal Term begins. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Online Products to be Lapsed		
Full Svc #	Online Products	# of Passwords

	Miscellaneous	
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1. **Applicable Law.** If you are a state or local governmental entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.
2. **Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.
3. **Product Specific Terms and Service Levels:** The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:
- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
 - HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA> Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages.
4. **Statement of Work:** If included with this order, the Statement of Work (SOW) is hereby incorporated and governed by the terms and conditions of this Order Form.

ACKNOWLEDGMENT
I warrant that I am authorized to accept these terms and conditions on behalf of Customer.

Printed Name _____
Title _____
Date _____
Signature **X** _____



HIGHQ PROFLEX Attachment

Account #	Name	Address	City, State Zip

West PROFLEX Products and Components

Service Number	Product Name	Quantity	User Type

Total Monthly Charge: \$

 THOMSON REUTERS™	Order Form		Order ID: Q-
	Contact your representative sales rep@thomsonreuters.com with any questions. Thank you.		

Sold To Account Address
 Account #: 1
 "Customer"
Shipping Address

Account #:

Billing Address

Account #:

This Order Form is a legal document between Customer and West Publishing Corporation. West Publishing Corporation is referred to as "Thomson Reuters", "we" or "our" and Customer will be referred to as "you", or "I" or "Client".

Effective January 1, 2022, West Publishing Corporation will be assigning this agreement to its affiliate, Thomson Reuters Enterprise Centre GmbH as it relates to certain products and services. More information concerning the assignment can be found at <https://www.thomsonreuters.com/assignmentinfo>.

Upon such assignment, the following will apply:

This Order Form is a legal document between Customer and

- A. Thomson Reuters Enterprise Centre GmbH, to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH, and/or
- B. West Publishing Corporation, to the extent that products or services will be provided by West Publishing Corporation.

A detailed list of products and services that will be provided by each entity, and current applicable IRS certification forms are available at <https://www.thomsonreuters.com/assignmentinfo>.

West Publishing Corporation may act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "I" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Subscription & Services								
Material #	Product Description & Scope of Use Allowance	Qty	Unit/ Type	Monthly Charges	Min-Term (Mos)	Start Date	Order Type	Billing Frequency
30831645	CASELINES ADMINISTRATIVE HEARING GENERAL CASES SUBSCRIPTION	xx	Each	\$xxx.xx	12		Subscription	Monthly

The scope of use allowance for your subscription is specified above and applies to each annual period. For cases, the allowance is identified by the quantity purchased. All other allowances are defined in the product description. Allowances include deletions. It is your responsibility to report any erroneous uploads prior to the billing. If you exceed this allowance, you will be charged for the excess use at the rates specified <http://tr.com/Caselines-Schedule-A> and will be billed monthly.

Minimum Terms

Effective Date: Upon our processing of this order form, your "Effective Date", will be the later of (i) the Start Date, if specified in this order form, or (ii) the date we begin making the Service(s) available to you.

Monthly Subscriptions: Your subscription will continue for the number of months listed in the Minimum Term column in the grid above counting from the first day of the month following the Effective Date. If your order is processed after the first of the month, your Monthly Charges will be prorated for the number of days remaining in that month. If your Minimum Term is longer than 12 months, the applicable Monthly Charges for each additional 12-month period are specified in the Attachment to the Order Form. Charges will be billed monthly

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 3% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Federal Government Subscribers Optional Renewal Term Federal government subscribers that chose a multi-year Renewal Term, those additional months will be implemented at your option pursuant to federal law.

Non-Subscription Professional Services

Material #	Product Name	Charges
30833186	CASELINES PROFESSIONAL SERVICES CUSTOM ONBOARDING	\$xxx.xx

Statement of Work. If applicable, the scope of Professional Services and/or Non-Subscription Products and associated billing schedule will appear on a separate Statement of Work (“SOW” or Change Order), which is incorporated by reference and made part of this Order Form. The effective start date for Professional Services will be the date of your signature to this Order Form unless the SOW specifies a different effective start date, in which case SOW effective date will govern.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. This Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Product Specific Terms The following terms apply to and are incorporated by reference into this ordering document available at <http://tr.com/caselines-PST>.

Hours of Availability for Support. We will provide the support during our normal business hours, which means Monday through Friday, between 7:30 am and 9:00 pm, Central Time, and excluding any and all then-current holidays which we observe. Technical and product questions should be directed at +1(800) 290-9378.

Acknowledgement: Order ID: Q-01702733

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 12/14/2021.



THOMSON REUTERS™

Attachment

Order ID: Q-

Contact your representative sales rep@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number:

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name:
Email:

eBilling Contact
Contact Name:
Email:

Charges During Minimum Term

Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2	Monthly Year 2 Charges	% incr Yr 2-3	Monthly Year 3 Charges	% incr Yr 3 4	Monthly Year 4 Charges	% incr Yr 4-5	Monthly Year 5 Charges
30831645	CASELINES ADMINISTRATIVE HEARING GENERAL CASES SUBSCRIPTION	\$xxx.xx0	N/A%	\$N/A	N/A	N/A	N/A	N/A	N/A	N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term and will be marked as N/A. Refer to your Order Form for Billing Frequency and any Post Minimum Term pricing.

AUGUST 2024



Risk & Fraud

Customer verification guide

Respecting information privacy and security is an integral part of Thomson Reuters® culture and values. Our Risk & Fraud Solutions are investigative and legal research products that include sensitive data.

Thomson Reuters believes that it is vital to know who our customers are and to understand their need to access sensitive data. A key component of our compliance policies and practices is the verification and validation of customers to ensure that access to sensitive data aligns with our licensing agreements and relevant regulations.

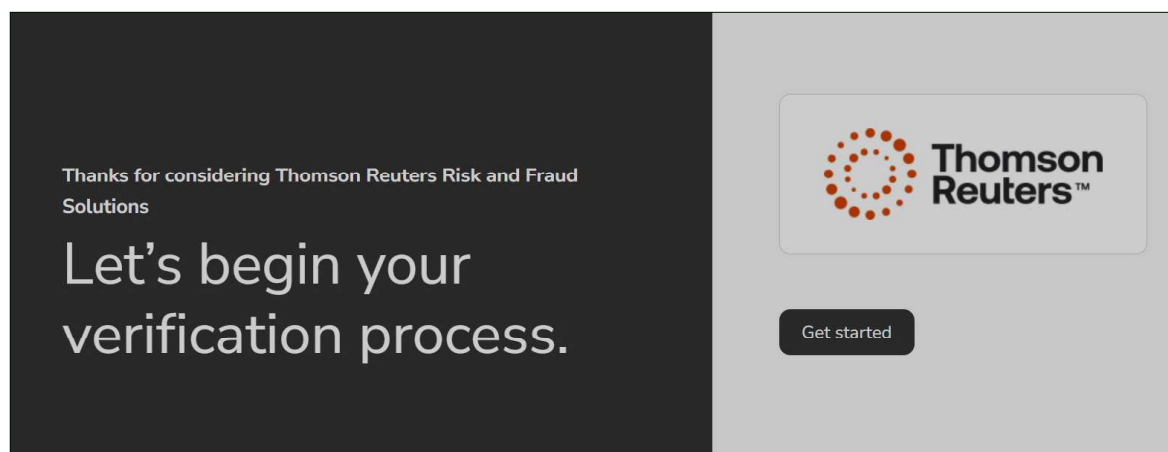
All customers must be verified prior to receiving access to Thomson Reuters Risk & Fraud Solutions and subsequently submit to reverification every 2 years.

How do I begin the verification process?

Click on the link provided to you by your Thomson Reuters representative.

NOTE: Please accept all cookies or the application will not operate properly.

Follow the prompts that are provided.





My Account



Welcome

Enter your business email address for this entity.

Enter email address

By proceeding you agree with our [terms and conditions](#) and [privacy policy](#)

Continue



My Account



We've sent you a verification code

A verification code has been sent to **yourname@yourcompany.com**.
Enter this verification code to continue.

Enter verification code

[I didn't receive a verification code](#)

Continue

Go back

August 2024

Risk & Fraud Customer Verification Guide

To login into the onboarding portal please enter the code below:

####

This single use code is valid for 30 minutes.

Do not share this code. We will never reach out to you to verify this code over the phone or SMS.

Thanks for considering Thomson Reuters Risk and Fraud Products

Declaration

My Account

Declaration

I declare that all the information provided is correct and accurate..

☒ I agree to the declaration

Submit declaration

 English

Help

Add Entity

Let's find your entity

My Account

Please find your company, agency, or law firm and confirm details to continue your credentialing application.

Once you've created your profile it will be linked to your account that you've created.

Find entity

 English

Help



Find entity

Let's find your entity

Registered country

 United States of America

Entity name

Thomson Reuters

State registration number (Optional)

MN

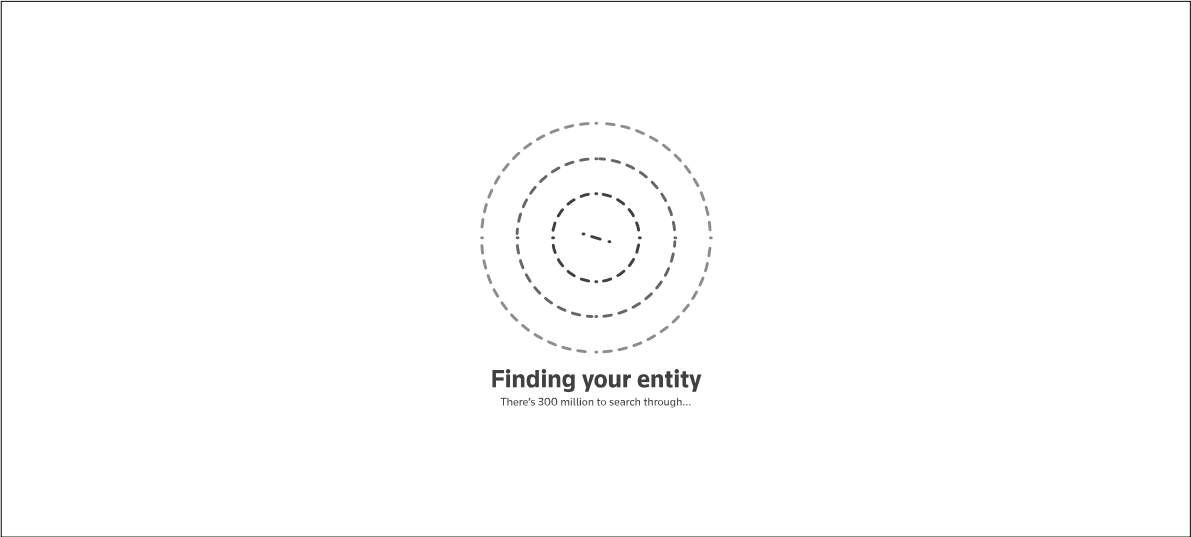
Providing this will help us return a more accurate match

Registered city

Eagan

Find entity

Go back



What if I do not receive an email code?

Please check your spam or junk folder if you do not immediately receive the email.

What if my company profile cannot be found?

If your profile cannot be found, select the manual add button and include your company details.

I was directed to upload documentation in my verification questionnaire.

Where do I upload this documentation?

If your responses to questions indicated that you should upload documentation, please use the Document Uploader to upload all requested information. Please note that your verification process can not be completed until this information is submitted.

Account validation

Start →

Documentation upload

Start →

Company principals

Start →

Additional locations

Start →

Submit details

For more information, contact
your **Thomson Reuters**
account representative.

Thomson Reuters is not a consumer reporting agency and none of its services or the data contained therein constitute a "consumer report" as such term is defined in the Federal Fair Credit Reporting Act (FCRA), 15 U.S.C. sec. 1681 et seq. The data provided to you may not be used as a factor in consumer debt collection decisioning; establishing a consumer's eligibility for credit, insurance, employment, government benefits, or housing; or for any other purpose authorized under the FCRA. By accessing one of our services, you agree not to use the service or data for any purpose authorized under the FCRA or in relation to taking an adverse action relating to a consumer application.



Addendum to the Account Validation and Certification Multiple Locations Request

Subscriber Information	_____
Primary Account Number	_____
Full Legal Name/Entity	_____

	Location Information	
--	-----------------------------	--

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Please list additional locations on page 2.

	Certifications	
--	-----------------------	--

By completing and submitting this form you are requesting access to Thomson Reuters public records data for your authorized users at the above listed location(s). You understand and agree that each location where your authorized users are located is subject to satisfactory completion of an onsite inspection. By signing below you certify that: (1) all users under your account will limit use of the data for your legitimate business purposes only and as indicated on your account validation and certification (AVC) form, (2) you will maintain a comprehensive information security program, including systems, facilities, and procedures in each location to safeguard the Thomson Reuters data, (3) you have experience in maintaining the confidentiality, security, and appropriate use of such information, (4) all data use will be in strict accordance with your subscription agreement, and (5) you will timely update this form if you need to add additional locations. This Addendum is incorporated by reference into your AVC form.

AUTHORIZED REPRESENTATIVE:

Print Name: _____

Title: _____

Date: _____

Signature: _____

Once this document is completed and signed by an authorized representative, please provide it to your West Sales Consultant with a signed order or fax it to 866-294-1042 or email to west.avtcredentials@thomson.com.

All information is subject to verification and approval by West/Thomson Reuters.

	Additional Account Information		
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Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Addendum to Account Validation and Certification Form – Unmasked Data Request**Subscriber Information**

Account Number (mandatory): _____

Full Legal Name/Entity: _____

West/Thomson Reuters seeks to balance overall individual privacy needs and concerns with the legitimate business information needs of specific entities as allowed by U.S. Gramm Leach Bliley Act (15 U.S.C. § 6821 et seq.) (U.S. GLB), U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) (U.S. DPPA) U.S. Bipartisan Budget Act of 2013 (42 U.S.C. §1306 et seq.), and other applicable laws. As a general rule, sensitive data in our products is truncated. In order to help ensure that access to unmasked sensitive data is warranted, we limit access to qualified accounts only.

By completing the information and signing below, you understand that you are requesting that unmasked or full display of Social Security Numbers, Date of Birth and/or Driver's License information be added or removed from the accounts indicated below.

DATA USE INFORMATION**Describe your type of business:** _____
**Describe why access to 5B data
is insufficient and why access to
full DOB and SSN is required:**
CLEAR Subscribers: All CLEAR users will be granted access to the same type of sensitive personal information:

- ☐ **ADD** to all Users on the main account listed above (including all account locations)
- ☐ **REMOVE** from all Users on the account listed above

WESTLAW Subscribers: list the individual Westlaw users whose access to sensitive personal information should be modified and indicate if the access is to be added or removed (use additional pages if necessary).

Last Name	First Name	Add/Remove	IP Address

CERTIFICATIONS

In relation to access requests, by signing below you certify that: (1) unmasked sensitive data is needed, (2) all users under your account will limit use of the data to legitimate business connected with the qualified account indicated above, (3) you will maintain a comprehensive information security program, including systems, facilities, and procedures in place to safeguard the unmasked sensitive data, (4) you have experience in maintaining the confidentiality, security, and appropriate use of such information, (5) all data use will be in strict accordance with your subscription agreement.

West reserves the right to deny or discontinue access to unmasked personal information with or without notice and in its sole discretion. This Addendum is incorporated by reference into your AVC form. By signing below you certifies that you are the authorized to request the changes requested above and are an authorized signatory on this account.

AUTHORIZED REPRESENTATIVE:

Print Name: _____

Title: _____

Date: _____

Signature: _____

Once this document is completed and signed by an authorized representative, please provide it to your West Sales Consultant with a signed order or fax it to 866-294-1042 or email to west.avtcredentials@thomson.com.

All information is subject to verification and approval by West.

Exhibit F: Contractor's Accessibility Conformance Reports

Contractor's Accessibility Conformance Reports are incorporated by this reference.