

COMPUTER-ASSISTED LEGAL RESEARCH CONTRACT

Between

STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
And

WEST PUBLISHING CORPORATION

CONTRACT NUMBER PCH18005

PARTIES

This Contract ("Contract") is entered into by and between the state of Washington, acting by and through Administrative Office of the Courts, an office of Washington State government ("Purchaser" or "Administrative Office of the Courts" or "AOC") located at 1206 Quince Street SE, PO Box 41170, Olympia, Washington 98504-1170, and West Publishing Corporation, a Thomson Reuters business ("Vendor" or "West"), a Minnesota Corporation licensed to conduct business in the state of Washington with principal office located at 610 Opperman Drive, Eagan, MN 55123 for the purpose of providing computer-assisted legal research, specifically Westlaw® Online Services.

RECITALS

The Administrative Office of the Courts has determined that entering into a contract with West Publishing Corporation for a subscription to West's computer assisted legal research products and services via online as set forth in this contract and attachments will meet the Purchaser's needs and will be in the Purchaser's best interest.

The Purchaser enters into this contract with West, the terms and conditions of which shall govern the Administrative Office of the Courts subscription to West's computer-assisted legal research services. This subscription is not for personal use.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:

1. Definition of Terms

The following terms as used throughout this Contract shall have the meanings set forth below.

"Business Days and Hours" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time Zone, except for holidays observed by the state of Washington.

"Confidential Information" shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, and agency

security data. Confidential Information will not include information that: (a) was in Vendor's possession before receipt from the Purchaser; (b) is independently developed or acquired by or for Vendor without use of the Purchaser's proprietary information; (c) is rightfully received by Vendor from a third party without a duty of confidentiality; (d) was disclosed by Purchaser to a third party not under an obligation of confidentiality; or, (e) is or becomes available to the public through no fault of Vendor.

"Contract" shall mean this document, the General Terms and Conditions all attached schedules and exhibits, and all amendments.

"Administrative Office of the Courts (AOC)" shall mean the same as Purchaser.

"Effective Date" shall mean the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

"Price" shall mean charges, costs, rates, and/or fees charged for the Westlaw subscription and shall be paid in United States dollars.

"Product(s)" shall mean any Vendor-supplied equipment, Software, and documentation including any subscription product or service described in this contract and attachments.

"Proprietary Information" shall mean information owned by the Vendor to which the Vendor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

"Purchaser" shall mean the state of Washington, Administrative Office of the Courts, any division, section, office, unit or other entity of the Purchaser or any of the officers or other officials lawfully representing the Purchaser.

"Purchaser Manager" shall mean the person designated by the Purchaser who is assigned as the primary contact person whom the Vendor's Account Manager shall work with for the duration of this Contract and as further defined in the section titled **Purchaser Manager**.

"Purchaser Contract Administrator" shall mean that person designated by the Purchaser to administer this Contract on behalf of the Purchaser.

"Purchaser Contracting Officer" shall mean Court Administrator, AOC Management Services Director, or the person to whom signature authority has been delegated in writing. This term includes, except as otherwise provided in this Contract, an authorized representative of the Purchaser Contracting Officer acting within the limits of his/her authority.

"RCW" shall mean the Revised Code of Washington.

"Schedule A: West Order Form - Special Offer " shall mean the attachment to this Contract that identifies the authorized Services and Prices available under this Contract.

"Schedule B: West Order Form - Special Offer " shall mean the attachment to this Contract that identifies the authorized Services and Prices available under this Contract.

"Schedule C: General Terms and Conditions" shall mean the then current version of the attachment to this Contract that provides West's standardized general terms and conditions and the then current applicable Schedules related to this General Terms and Conditions.

"Software" shall mean the object code version of computer programs licensed pursuant to this Contract. Software also means the source code version, where provided by the Vendor. Embedded code, firmware, internal code, microcode, and any other term referring to software residing in the equipment necessary for the proper operation of the equipment is not included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections.

"Subcontractor" shall mean one not in the employment of the Vendor, who is performing all or part of the business activities under this Contract under a separate contract with the Vendor. The term "Subcontractor" means Subcontractor(s) of any tier.

"Subscription" or "Subscription Service" shall mean those Services and activities provided by the Vendor to accomplish routine, continuing, and necessary functions as set forth in this Contract.

"Vendor" shall mean West Publishing Corporation, its employees and agents. The Vendor also includes any firm, provider, organization, individual, or other entity performing the vendor's business activities under this Contract. It shall also include any Subcontractor retained by the Vendor as permitted under the terms of this Contract.

"Vendor Account Manager" shall mean a representative of the Vendor who is assigned as the primary contact person whom the Purchaser Manager shall work with for the duration of this Contract and as further defined in the section titled **Vendor Account Manager**.

"Vendor Contracting Officer" shall mean the person to whom signature authority has been delegated in writing. This term includes, except as otherwise provided in this Contract, an authorized representative of the Vendor Contracting Officer acting within the limits of his/her authority.

CONTRACT TERM

2. Term

2.1 Term of Contract

This Contract's term shall be four (4) years, commencing September 1, 2017 and ending August 31, 2021.

2.2 Term of Subscription

The term of the Subscription shall not exceed the term of this Contract unless amended in writing and signed by both parties. The subscription may be terminated in accordance with the termination sections of this Contract or as mutually agreed between the parties. The terms set forth in the General Terms and Conditions shall be incorporated into, and become a part of this Contract. In the event of a conflict or inconsistency between the terms set forth in this Contract and the terms set forth in the General Terms and Conditions, the General Terms and Conditions shall control with regard to product-specific term and this Contract shall govern with regard to general commercial terms. For clarification, Sections 17, 31 and 40 of this contract have precedent over all attachments to this contract, including any "Additional Terms" referred to in the attachments.

3. Survivorship

All Services provided pursuant to the authority of this Contract shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension to this Contract. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections titled **Overpayments to Vendor; Vendor's Commitments, Warranties and Representations; Protection of Purchaser's Confidential Information; Section Headings, Incorporated Documents and Order of Precedence; Publicity; Review of Vendor's Records; Patent and Copyright Indemnification; Vendor's Proprietary Information; Disputes; and Limitation of Liability** shall survive the termination of this Contract.

PRICING, INVOICE, AND PAYMENT

4. Pricing

- 4.1. The Vendor agrees to provide the the subscription at the prices set forth in Schedules A and B and prices shall not increase during the term of this Contract except for the incremental annual increase set forth in Schedules A and B and prices for Excluded Charges.
- 4.2. If the Vendor reduces its Prices for any of the Subscription Services during the term of this Contract, the Purchaser shall have the immediate benefit of such lower Prices for new purchases.

5. Taxes

- 5.1. The Purchaser will pay sales and use taxes, if any, imposed on the Services acquired hereunder. The Vendor must pay all other applicable taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on the Vendor's income or gross receipts, or personal property taxes levied or assessed on the Vendor's personal property. The Purchaser, as an agency of Washington State government, is exempt from property tax.

- 5.2. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for the Vendor or the Vendor's staff shall be the Vendor's sole responsibility.

6. Invoice and Payment

- 6.1. For services provided to the Courts only, the Vendor will submit properly itemized invoices to Accounts Payable at 1206 Quince Street SE, PO Box 41170, Olympia, WA 98504-1170. The Purchaser shall be responsible for the payment of all properly itemized invoices issued to the AOC (for use of the Services by the Courts, the AOC and the Library).
- 6.2. Invoices shall provide and itemize, as applicable:
Purchaser Contract number **PCH18005**
Vendor name, address, phone number, and Federal Tax Identification Number;
Description of Services provided;
Vendor's Price for Services;
Net invoice Price for each Service;
Applicable taxes;
Other applicable charges;
Total invoice Price; and
Payment terms including any available prompt payment discounts.
- 6.3. Incorrect or incomplete invoices will be returned by the Purchaser to the Vendor for correction and reissue.
- 6.4. The Purchaser Contract number **PCH18005** must appear on all bills of lading, packages, and correspondence relating to this Contract.
- 6.5. The Purchaser shall not honor drafts, nor accept goods on a sight draft basis.

7. Overpayments to Vendor

The Vendor shall refund to the Purchaser the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' written notice. If the Vendor fails to make timely refund, the Purchaser may charge the Vendor one percent (1%) per month on the amount due, until paid in full.

VENDOR'S RESPONSIBILITIES

8. Site Security

While on the Purchaser's premises, the Vendor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations.

9. Vendor Commitments, Warranties and Representations

Any written commitment by the Vendor within the scope of this Contract shall be binding upon the Vendor. Failure of the Vendor to fulfill such a commitment may

constitute breach and shall render the Vendor liable for damages under the terms of this Contract. For purposes of this section, a commitment by the Vendor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation contained in any Vendor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or used to effect the sale to the Purchaser.

CONTRACT ADMINISTRATION

10. Legal Notices

- 10.1. Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid or by electronic mail, to the parties at the addresses and e-mail addresses provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

To Vendor at:

West Publishing Corporation

Attn: Gene Sherlock

610 Opperman Drive

Eagan, MN 55123

Phone: 651-687- 8757

E-mail: gene.sherlock@thomsonreuters.com

To Purchaser at:

State of Washington

Administrative Office of the Courts

Attn: John Bell

1206 Quince Street SE

PO Box 41170

Olympia, WA 98504-1170

Phone: 360-704-4029

Fax: 360-586-8869

E-mail: john.bell@courts.wa.gov

- 10.2. Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address may be changed by written notice given as provided above.
- 10.3. In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided pursuant to this Contract is served

upon the Vendor or Purchaser, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. The Vendor and Purchaser further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

11. Purchaser Project Manager

Purchaser shall appoint John Bell who will be the Purchaser Project Manager for this Contract and will be the principal contact for the Vendor concerning business activities under this Contract. The Purchaser shall notify the Vendor, in writing, when there is a new Purchaser Project Manager assigned to this Contract.

John Bell, Manager

Contracts, Data Dissemination, Procurement, Public Records, and Risk Management

Phone: 360-704-4029

Email: john.bell@courts.wa.gov

12. Vendor Account Manager

The Vendor shall appoint an Account Manager for the Purchaser's account under this Contract who will provide oversight of Vendor activities conducted hereunder. The Vendor's Account Manager will be the principal point of contact for the Purchaser concerning the Vendor's performance under this Contract. The Vendor Account Manager information is:

Vendor Account Manager:

Claire Spydell, West Government Account Manager

Phone: 651.600.0196

Email: Claire.Spydell@thompsonreuters.com

13. Section Headings, Incorporated Documents and Order of Precedence

13.1. The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the sections.

13.2. Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.

Schedules A, B, C

13.3. In the event of any inconsistency in this Contract, the inconsistency shall be resolved in the following order of precedence:

Applicable federal and state statutes, laws, and regulations;

Sections of this Contract;

General Terms and Conditions;

All Vendor or manufacturer publications, written materials, emails, schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials the Vendor made available to the Purchaser and used to effect the sale of the Westlaw subscription to Purchaser.

14. Entire Agreement

This contract contains all the terms and conditions agreed upon by the parties. All items incorporated in this agreement by reference are attached. No other understandings, oral or otherwise, regarding this contract shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this contract.

No alteration of any of the terms, conditions, delivery, price, quality, or specifications regarding the Monthly Charges defined in Schedules A and B of this Contract will be effective without the written consent of both parties.

15. Authority for Modifications and Amendments

No modification, amendment, alteration, addition, or waiver of any section or condition regarding Schedule A and B of this Contract shall be effective or binding unless it is in writing and signed by the Purchaser and the Vendor Contracting Officers. Only the State Court Administrator or the State Court Administrator's delegate shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract on behalf of the Purchaser.

16. Independent Status of Vendor

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose. The Vendor shall not make any claim of right, privilege or benefit which would accrue to an employee under Title 51 RCW.

17. Governing Law

This Contract shall be governed in all respects by the law and statutes of the state of Washington, without reference to conflict of law principles. However, if the Uniform Computer Information Transactions Act (UCITA) or any substantially similar law is enacted as part of the law of the state of Washington, said statute will not govern any aspect of this Contract. Instead, the law as it existed prior to such enactment will govern. The jurisdiction for any action under this Contract shall be exclusively in the superior court for the state of Washington. The venue of any action under this Contract shall be in the Superior Court for Thurston County, Washington.

18. Subcontractors

The Vendor may, with prior written permission from the Purchaser Contracting Officer, which consent shall not be unreasonably withheld, enter into subcontracts with third parties for its performance of any part of the Vendor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Vendor to the Purchaser for any breach in the performance of the Vendor's duties. For purposes of this Contract, the Vendor agrees that all Subcontractors shall be held to be agents of the Vendor. The Vendor shall be liable for any loss or damage to the Purchaser, including but not limited to personal injury, physical loss, harassment of the Purchaser's employees, or violations of the **Protection of Purchaser's Confidential Information** section of this Contract occasioned by the acts or omissions of the Vendor's Subcontractors, their agents or employees. The **Protection of Purchaser's Confidential Information, Publicity and Review of Vendor's Records** sections of this Contract shall apply to all Subcontractors.

19. Assignment

The Vendor may not assign its rights or delegate its duties under this Contract to a third party without the prior written consent of the Purchaser Contracting Officer, which consent shall not be unreasonably withheld, provided, however, that the Vendor may assign its rights in obligations in whole (but not in part): (i) to any entity that acquires substantially all of its stock or assets, (ii) to the surviving entity of any merger, consolidation or reorganization of which it is a party, or (iii) to any of its subsidiaries and affiliates. No such assignment shall be effective unless the assigning party notifies the other party of the assignment in writing, and the assignee agrees in writing to abide by the terms of this Contract. Any assignment in violation of the foregoing shall be void.

20. Publicity

- 20.1. The award of this Contract to the Vendor is not in any way an endorsement of the Vendor or the Vendor's Services by the Purchaser and shall not be so construed by the Vendor in any advertising or other publicity materials.
- 20.2. The Vendor agrees to submit to the Purchaser, all advertising, sales promotion, and other publicity materials relating to this Contract and Services furnished by the Vendor where the Purchaser's name is mentioned, language is used, or Internet links are provided from which the connection of the Purchaser's name may, in the Purchaser's judgment, be inferred or implied. Purchaser agrees to review these materials in a reasonably timely manner. The Vendor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of the Purchaser *prior* to such use. Notwithstanding the foregoing, the Purchaser agrees that the Vendor may include Purchaser's name on customer lists and that the Vendor may issue a press release announcing that this Contract has been executed

21. Review of Vendor's Records

- 21.1. The Vendor and its Subcontractors shall maintain books, records, documents and other evidence relating to this Contract, including but not limited to protection and use of the Purchaser's Confidential Information, and accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature invoiced in the performance of this Contract. The Vendor shall retain all such records for three (3) years after the expiration or termination of this Contract. Records involving matters in litigation related to this Contract shall be kept for either one (1) year following the termination of litigation, including all appeals, or three (3) years from the date of expiration or termination of this Contract, whichever is later.
- 21.2. All such records shall be subject at reasonable times and upon ten (10) days prior written notice to examination, inspection, copying, or audit at Vendor's principal place of business by personnel so authorized by the Purchaser's Contract Administrator and/or the Office of the State Auditor and federal officials so authorized by law, rule, regulation or contract, when applicable, at no additional cost to the State. The Vendor shall be responsible for any audit exceptions or disallowed costs incurred by the Vendor or any of its Subcontractors.
- 21.3. The Vendor shall incorporate in its subcontracts this section's records retention and review requirements.
- 21.4. It is agreed that books, records, documents, and other evidence of accounting procedures and practices related to the Vendor's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from the Purchaser's review unless the cost or any other material issue under this Contract is calculated or derived from these factors.

22. Save Harmless

The Vendor shall defend, indemnify, and save the Purchaser harmless from and against any claims, including reasonable attorneys' fees resulting from such claims, by third parties for any or all injuries to persons or damage to property of such third parties arising from intentional, willful acts or omissions or gross negligence of the Vendor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents. The Vendor shall be required to defend, indemnify, and save the Purchaser harmless only to the extent the claim is caused in whole or in part by the Vendor's gross negligence or willful acts or omissions. If the Vendor is required to indemnify the Purchaser, the Vendor shall pay the settlement or judgment amount, if any, and shall pay for all legal expenses associated with such indemnification including reasonable attorneys' fees.

23. Insurance

- 23.1. The Vendor shall, during the term of this Contract, maintain in full force and effect, the insurance described in this section. The Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business

in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of *Best's Reports*. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, the Vendor shall provide written notice of such to the Purchaser within one (1) Business Day of the Vendor's receipt of such notice. Failure to buy and maintain the required insurance may, at the Purchaser's sole option, result in this Contract's termination.

- 23.2. The minimum acceptable limits shall be as indicated below, for each of the following categories: a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate; b) Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident; c) Employers Liability insurance covering the risks of the Vendor's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease; d) Umbrella policy providing excess limits over the primary policies in an amount not less than \$3 million; e) Professional Liability Errors and Omissions, with coverage of not less than \$1 million per occurrence/\$2 million general aggregate; and, f) Crime Coverage conditioned upon subsection 23.3 below, and coverage of not less than \$5 million single limit per occurrence and \$10 million in the aggregate, which shall at a minimum cover occurrences falling in the following categories: Computer Fraud; Forgery; Money and Securities; and Employee Dishonesty.
- 23.3. For Professional Liability Errors and Omissions coverage and Crime Coverage, the Vendor shall continue such coverage for three (3) years beyond the expiration or termination of this Contract and providing the Purchaser with certificates of insurance on an annual basis
- 23.4. The Vendor shall pay premiums on all insurance policies. Such policies shall also reference this Contract number PCH09732 and shall have a condition that they not be revoked by the insurer without endeavoring to provide forty-five (45) calendar days after notice of intended revocation shall have been given to the Purchaser by the insurer.
- 23.5. All insurance provided by the Vendor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross-liability) provision.
- 23.6. The Vendor shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated in this Contract. Failure of Subcontractor(s) to comply with insurance requirements does not limit the Vendor's liability or responsibility.

- 23.7. The Vendor shall furnish to the Purchaser copies of certificates of all required insurance within thirty (30) calendar days of this Contract's Effective Date, and copies of renewal certificates of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Purchaser's sole option, result in this Contract's termination.
- 23.8. By requiring insurance, the Purchaser does not represent that coverage and limits will be adequate to protect Vendor. Such coverage and limits shall not limit the Vendor's liability under the indemnities and reimbursements granted to the Purchaser in this Contract.

24. Industrial Insurance Coverage

Prior to performing work under this Contract, the Vendor shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Contract. The Purchaser will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for the Vendor, or any Subcontractor or employee of the Vendor, which might arise under the industrial insurance laws during the performance of duties and services under this Contract.

25. Licensing Standards

The Vendor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standards necessary in the performance of this Contract. (See, for example, chapter 19.02 RCW for state licensing requirements and definitions.)

26. Antitrust Violations

The Vendor and Purchaser recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the Purchaser. Therefore, the Vendor hereby assigns to the Purchaser any and all claims for such overcharges as to goods and Services purchased in connection with this Contract, except as to overcharges not passed on to the Purchaser resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the Price under this Contract.

27. Compliance with Civil Rights Laws

During the performance of this Contract, the Vendor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 *et seq.*; the Americans with Disabilities Act (ADA); and Title 49.60 RCW, Washington Law against Discrimination. In the event of the Vendor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the **Termination for Default** sections, and the Vendor may be declared ineligible for further contracts with the Purchaser.

28. Severability

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

29. Waiver

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written instrument signed by the parties.

30. Treatment of Assets

- 30.1. Title to all property furnished by the Purchaser shall remain in the Purchaser. As used in this section **Treatment of Assets**, if the "property" is the Vendor's proprietary, copyrighted, patented, or trademarked works, only the applicable license, not title, is passed to and vested in the Purchaser.
- 30.2. All reference to the Vendor under this section shall also include the Vendor's employees, agents, or Subcontractors.

31. Vendor's Proprietary Information

The Vendor acknowledges that the Purchaser is subject to chapter 42.56 RCW and that this Contract shall be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by the Vendor to be Proprietary Information must be clearly identified as such by the Vendor. To the extent consistent with chapter 42.56 RCW, the Purchaser shall maintain the confidentiality of all such information marked Proprietary Information. If a public records request is made to view the Vendor's Proprietary Information, the Purchaser will notify the Vendor of the request and of the date that such records will be released to the requester unless the Vendor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the Vendor fails to obtain the court order enjoining disclosure, the Purchaser will release the requested information on the date specified.

DISPUTES AND REMEDIES

32. Disputes

- 32.1. In the event a bona fide dispute concerning a question of fact arises between the Purchaser and Vendor and it cannot be resolved between the parties, either party may initiate the dispute resolution procedure provided herein.
- 32.2. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days. The initiating party shall have three (3) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.

If the dispute cannot be resolved after three (3) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next three (3) Business Days.

The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

- 32.3. Both parties agree to be bound by the determination of the Dispute Resolution Panel.
- 32.4. Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible.
- 32.5. The Purchaser and Vendor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.
- 32.6. If the subject of the dispute is the amount due and payable by the Purchaser for Services being provided by the Vendor, the Vendor shall continue providing Services pending resolution of the dispute provided the Purchaser pays the Vendor the amount the Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount the Vendor, in good faith, believes is due and payable.

33. Attorneys' Fees and Costs

- 33.1. If any litigation is brought to enforce any term, condition, or section of this Contract, or as a result of this Contract in any way, the Court shall have the discretion to award to the prevailing party its reasonable attorneys' fees together with expenses and costs incurred with such litigation, including necessary fees, costs, and expenses for services rendered at both trial and appellate levels.
- 33.2. In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

34. Non-Exclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

35. Failure to Perform

If the Vendor fails to perform any substantial obligation under this Contract, the Purchaser shall give the Vendor written notice of such Failure to Perform. If after five (5) calendar days from the date of the written notice the Vendor still has not performed, then the Purchaser may withhold all monies due and payable to the Vendor, without penalty to the Purchaser, until such Failure to Perform is cured or otherwise resolved.

36. Limitation of Liability

- 36.1. The parties agree that neither the Vendor nor Purchaser shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections regarding liquidated damages or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled **Termination for Default** and **Review of Vendor's Records** are not consequential, incidental, indirect, or special damages as that term is used in this section.
- 36.2. Neither the Vendor nor Purchaser shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either the Vendor or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than the Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the Vendor, the Purchaser, or their respective Subcontractors.
- 36.3. If delays are caused by a Subcontractor without its fault or negligence, the Vendor shall not be liable for damages for such delays, unless the Services to be performed were obtainable on comparable terms from other sources in sufficient time to permit the Vendor to meet the requirements of this contract.
- 36.4. Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

CONTRACT TERMINATION

37. Termination for Default

- 37.1. If either the Purchaser or Vendor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party will correct

the violation or failure within ten (10) calendar days after receipt of the notice or as otherwise mutually agreed in writing. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party to the other party. The option to terminate shall be at the sole discretion of the aggrieved party. The Purchaser reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Vendor from incurring additional obligations of funds under this Contract during investigation of any alleged Vendor compliance breach and pending corrective action by the Vendor or a decision by the Purchaser to terminate the Contract.

- 37.2. This section shall not apply to any failure(s) to perform that results from the willful or negligent acts or omissions of the aggrieved party.

38. Termination for Withdrawal of Authority

In the event that the Purchaser's authority to perform any of its material duties under this Contract is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, the Purchaser may terminate this Contract by seven (7) calendar days or other appropriate time period written notice to the Vendor. No penalty shall accrue to the Purchaser in the event this section shall be exercised. This section shall not be construed to permit the Purchaser to terminate this Contract in order to acquire similar Services from a third party.

39. Termination for Non-Allocation of Funds

If funds are not allocated to the Purchaser to continue this Contract in any future period, the Purchaser may terminate this Contract by seven (7) calendar days or other appropriate time period written notice to the Vendor or work with the Vendor to arrive at a mutually acceptable resolution of the situation. The Purchaser will not be obligated to pay any further charges for Services including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. The Purchaser agrees to notify the Vendor in writing of such non-allocation at the earliest possible time. No penalty shall accrue to the Purchaser in the event this section shall be exercised. This section shall not be construed to permit the Purchaser to terminate this Contract in order to acquire similar Services from a third party.

40. Termination for Non-Acceptance of Modifications to Schedule C - General Terms and Conditions

Purchaser may cancel this Contract with 30 days written notice to Vendor if modifications made by Vendor to the Schedule C – General Terms and Conditions are unacceptable.

41. Termination for Conflict of Interest

The Purchaser may terminate this Contract by written notice to the Vendor if the Purchaser determines, after due notice and examination, that any party has violated chapter 42.52 RCW, Ethics in Public Service, the rules promulgated under RCW42.52.370 by the Commission on Judicial Conduct (WAC 292-09) to enforce

Chapter 42.52 RCW with respect to state officers and employees of the judicial branch of state government, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, the Purchaser shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event the Vendor breaches this Contract.

42. Termination Procedure

- 42.1. In addition to the procedures set forth below, if the Purchaser terminates this Contract, the Vendor shall follow any procedures the Purchaser specifies in the Purchaser's Notice of Termination.
- 42.2. Upon termination of this Contract, the Purchaser, in addition to any other rights provided in this Contract, may require the Vendor to deliver to the Purchaser any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The section titled **Treatment of Assets** shall apply in such property transfer.
- 42.3. Unless otherwise provided herein, the Purchaser shall pay to the Vendor the agreed-upon Price, if separately stated, for the Services received by the Purchaser, provided that in no event shall the Purchaser pay to the Vendor an amount greater than the Vendor would have been entitled to if this Contract had not been terminated. Failure to agree with such determination shall be a dispute within the meaning of the **Disputes** section of this Contract. The Purchaser may withhold from any amounts due to the Vendor such sum as the Purchaser determines to be necessary to protect the Purchaser from potential loss or liability.
- 42.4. The Vendor shall pay amounts due to the Purchaser as the result of termination within thirty (30) calendar days of notice of the amounts due. If the Vendor fails to make timely payment, the Purchaser may charge interest on the amounts due at one percent (1%) per month until paid in full.

43. Covenant Against Contingent Fees

- 43.1. The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, *except* bona fide employees or a bona fide established commercial or selling agency of the Vendor.
- 43.2. In the event the Vendor breaches this section, the Purchaser shall have the right to either annul this Contract without liability to the Purchaser or, in the Purchaser's discretion, deduct from payments due to the Vendor, or otherwise recover from the Vendor, the full amount of such commission, percentage, brokerage, or contingent fee.

CONTRACT EXECUTION

44. Authority to Bind

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

45. Counterparts

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes.

State of Washington
Administrative Office of the Courts

West Publishing Corporation

 6/7/17
Signature


Signature

RAMSEY RADWAN
Print or Type Name Date

Gene T. Sherlock 6/13/17
Print or Type Name Date

DIRECTOR - MANAGEMENT
Title SERVICES DIVISION

Financial Analyst
Title

Vendor Information
Vendor's UBI Number: 600 468 966

WEST ORDER FORM – SPECIAL OFFER-SCHEDULE A

610 Opperman Drive, P.O. Box 64833

St. Paul, MN 55164-1803

Tel: 651-687-8000

**THOMSON REUTERS**

SUBSCRIBER INFORMATION				
Account	1003581497		Contact Name	
Name	State of Washington - Administrative Office of the Courts on behalf of the Superior, District and Municipal Courts		Title	
Address Line 1			Email	
Address Line 2			Phone	
OFFER INFORMATION				
Agreement Number	00075830.0		Effective Date	09/01/2017
Material ID	Subscribed Products & Services	Authorized Users	Subscription Periods	Monthly Charges
40973641	Washington Practice Series	Enterprise	9/1/2017 - 8/31/2018	\$13,801
40977392	American Jurisprudence 2d	Enterprise	9/1/2018 - 8/31/2019	\$13,805
40988705	American Law Reviews	Enterprise	9/1/2019 - 8/31/2020	\$14,012
40990097	All Texts and Periodicals	Enterprise	9/1/2020 - 8/31/2021	\$14,222
80000111	Westlaw Basic	Enterprise		

1. The General Terms and Conditions, located at static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf apply to all products licensed on this ordering document. In the event that there is a conflict of terms between the General Terms and Conditions and this ordering document, the terms of this ordering document control.

2. **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.

3. **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 10 of the General Terms and Conditions.

4. **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 Management Arrangements 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.

5. **Applicable Law.** This ordering document will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. 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 United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

6. **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.

7. **Termination.** This ordering document shall terminate simultaneously with termination of the General Terms and Conditions.

8. **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.

9. **Material Change.** The parties agree to good faith renegotiation of the terms and conditions of this ordering document if there is a material change in your organizational structure including, but not limited to merger, acquisitions, significant increase in the number of attorneys at a location covered by the agreement, divestitures or downsizing. If you merge with, acquire or otherwise combine with another West products/services subscriber, you will pay the invoiced charges on both agreements as they become due until a superseding agreement is negotiated in good faith.

10. **Modifications to General Terms and Conditions.** For purposes of products/services ordered under this ordering document, the following modifications to the General Terms and Conditions apply:

The last sentence of the second paragraph is updated as follows: "Other terms and conditions you incorporate into a purchase order shall not apply."

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

State of Washington - Administrative Office of the Courts on behalf of the Superior, District and Municipal Courts

WEST PUBLISHING CORPORATION

Signature

Date

Signature

Date

This Offer expires May 30, 2017 at 4:00 p.m. CT

Name (please print) Gaut Sherlock
 Title Financial Analyst

[illegible]

___ 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+.

WEST ORDER FORM – SPECIAL OFFER-SCHEDULE B

610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651-687-8000

**THOMSON REUTERS**

SUBSCRIBER INFORMATION				
Account	1000814514		Contact Name	
Name	State of Washington - Administrative Office of the Courts on behalf of the Supreme Court, Court of Appeals Divisions I, II, III		Title	
Address Line 1	N/A		Email	
Address Line 2	Olympia, WA 98504		Phone	
OFFER INFORMATION				
Agreement Number	00075832.0		Effective Date	09/01/2017
Material ID	Subscribed Products & Services	Authorized Users	Subscription Periods	Monthly Charges
40973641	Washington Practice Series	Enterprise	9/1/2017 - 8/31/2018	\$4,235
40977382	American Jurisprudence 2d	Enterprise	9/1/2018 - 8/31/2019	\$4,298
40988705	American Law Reviews	Enterprise	9/1/2019 - 8/31/2020	\$4,363
40990097	All Texts and Periodicals	Enterprise	9/1/2020 - 8/31/2021	\$4,428
41733290	Brieftools	Enterprise		
80000111	Westlaw Basic	Enterprise		

1. The General Terms and Conditions, located at static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf apply to all products licensed on this ordering document. In the event that there is a conflict of terms between the General Terms and Conditions and this ordering document, the terms of this ordering document control.

2. **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.

3. **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 10 of the General Terms and Conditions.

4. **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 Management Arrangements 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.

5. **Applicable Law.** This ordering document will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. 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 United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

6. **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.

7. **Termination.** This ordering document shall terminate simultaneously with termination of the General Terms and Conditions.

8. **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.

9. **Material Change.** The parties agree to good faith renegotiation of the terms and conditions of this ordering document if there is a material change in your organizational structure including, but not limited to merger, acquisitions, significant increase in the number of attorneys at a location covered by the agreement, divestitures or downsizing. If you merge with, acquire or otherwise combine with another West products/services subscriber, you will pay the invoiced charges on both agreements as they become due until a superseding agreement is negotiated in good faith.

10. **Modifications to General Terms and Conditions.** For purposes of products/services ordered under this ordering document, the following modifications to the General Terms and Conditions apply:

The last sentence of the second paragraph is updated as follows: "Other terms and conditions you incorporate into a purchase order shall not apply."

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

State of Washington - Administrative Office of the Courts on behalf of the Supreme Court, Court of Appeals Divisions I, II, III

WEST PUBLISHING CORPORATION

Signature

Date

Signature

Date

This Offer expires May 30, 2017 at 4:00 p.m. CT

RAMSEY RADWAN Gael T Sherlock
 Name (please print) Name (please print)

MANAGEMENT SERVICE DIVISION Financial Analyst
 Title Title

DIRECTOR

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+.

Schedule C- General Terms and Conditions

GENERAL TERMS AND CONDITIONS

Thomson Reuters Legal Products and Professional Services

These General Terms and Conditions govern your use of the Thomson Reuters Legal information products, software products which include on-premise software and hosted software, and professional services in the Thomson Reuters ordering document. "We", "our", "Thomson Reuters" and "Thomson Reuters Legal" means West Publishing Corporation and our affiliates; "you" and "your" means the Subscriber identified in the ordering document.

The ordering document identifies the Thomson Reuters products and professional services, the quantities, charges and other details of your order. The ordering document also refers to documents which may apply to the products or professional services you selected. The ordering document, any applicable referenced documents and these General Terms and Conditions constitute the complete agreement and supersede any prior discussions or representations regarding your order. If the terms of the ordering document are different from these General Terms and Conditions, the ordering document will have priority. Other terms and conditions you incorporate into a purchase order or similar document shall not apply.

1. License Terms. (a) We grant a non-exclusive, non-transferable, limited license to you to use the product in your ordering document in the regular course of your business. We maintain all rights of ownership to our products. Our products change from time to time. Access to certain data may be restricted. We are not providing legal advice by allowing you to use our products. Your interpretations of data are your own for which you have full responsibility.

(b) On-premise software product licenses include updates (bug fixes, patches, maintenance releases) but do not include upgrades (releases or versions that include new features or additional functionality). You may use our software product in object code only. You may make copies of our software product for backup and archival purposes. The copy must include an embedded copyright or proprietary rights notice. No other copying or reproduction is allowed. You may not modify, translate or create derivative works of our software products.

(c) You may quote and excerpt from our information products in your work with the appropriate cite and credit to the source. Except as provided in paragraph 1 (d), you may store data from our information products in a secure internal system in the regular course of your business. You may display our information product data internally. 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. Copyright notices must be retained on the transmitted or printed items. The Copyright Act (17 U.S.C.A. 107) fair use provision may allow additional uses.

(d) You may not sell, sublicense, distribute, display, store or transfer our products or any data in our products in bulk or in any way that could be used to replace or substitute for our products in whole or in part or as a component of any material offered for sale, license or distribution to third parties. You may not use any means to discern the source code of our products.

(e) Your access to certain products is password protected. You are responsible for assigning the passwords and maintaining password security. Sharing passwords is strictly prohibited.

(f) You may not run or install any computer software or hardware on our products or network or introduce any spyware, malware, viruses, Trojan horses, backdoors or other software exploits.

(g) 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).

(h) If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and



THOMSON REUTERS

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.

2. Third Party Providers. Our products may include data and/or software from third parties. Some third party providers require us to pass additional terms through to you. The third party providers change their additional terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for Westlaw and CLEAR information products go to <http://legalsolutions.com/westlaw-additional-terms> and <http://legalsolutions.com/clear-additional-terms>.

3. Regulated Data. Due to the regulated or private nature of some data in our information products like 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.

4. Hosted Products. (a) Our hosted products are designed to protect the content you store in the hosted product. You grant us permission to use, store and process your content in accordance with applicable law. Access and use of your content by our employees and contractors will be directed by you and limited to the extent necessary to deliver the hosted product, including training, research assistance, technical support and other services. We will not disclose your content except in support of the use of the hosted products or unless required by law. 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 agreement will remain in effect through the 180-day extraction period.

(b) 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. If your content is lost or damaged, we will assist you in restoring the content to the hosted product from your last available back up copy.

(c) You are responsible for ensuring that your content does not infringe on any intellectual property right, violate any applicable laws or the terms of any agreement. If we are notified that your content may infringe on the intellectual property rights of a third party we may be obligated to delete or disable it from the hosted product under the Digital Millennium Copyright Act (17 U.S.C.A. 512).

5. Professional Services. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

6. Privacy. The parties will at all times process personally identifiable information (PII) you provide to us in accordance with applicable law. You confirm that you will only upload or disclose PII as permitted by applicable law. The parties will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged unauthorized access, use, processing, or disclosure of PII. Each party will maintain, and will require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the PII against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, or access. PII includes any information relating to an identified natural person or a natural person who can be identified directly or indirectly by means reasonably likely to be used by the controller of the information, or any other natural or legal person.

7. Confidentiality. Confidential information received from each other will not be disclosed to anyone else unless required by law or if necessary to perform the agreement. The receiving party agrees that during the term of the agreement and for three years afterward, it will continue to protect the confidential information. The parties will use industry standard administrative, physical and technical safeguards to protect the confidential information. If a court or government agency orders either of us to disclose the confidential information of the other party, the other party 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.

8. Warranties and Disclaimer of Warranties. OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. WE WARRANT OUR SOFTWARE PRODUCTS WILL CONFORM TO OUR DOCUMENTATION. WE WARRANT THAT WE PROVIDE PROFESSIONAL SERVICES USING COMMERCIAL REASONABLE CARE AND SKILL. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF OUR PRODUCTS OR THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES FROM US AND REPLACE ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.

9. Liability. (a) The entire liability of Thomson Reuters or any of our third party providers for all claims arising out of or in connection with the agreement will not exceed the amount of any actual direct damages up to the amounts you paid in the prior 12 months for the product that is the subject of the claim. We are not liable for special, incidental, exemplary, indirect or economic consequential damages, anticipated savings, lost profits, lost business, lost revenue, or lost goodwill.

(b) You are responsible for following all usage instructions, for adhering to the minimum recommended technical requirements, for changes you make to our product, for your failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems, and for your failure to install updates. We will not be responsible if our product fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product failed because of one of these, we 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.

(c) If a third party sues you claiming that a product you licensed in the agreement infringes that party's intellectual property right and your use of our product 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 us. You must promptly notify us in writing of the claim, supply information we reasonably request, and allow us to control the defense and settlement. We have no liability for claims that include items not provided by us.

10. Term, Termination. (a) The term and any renewal terms for the product are described in the ordering document.

(b) We may suspend or limit your use of our products or professional services or terminate the agreement if, in our sole discretion, we determine that your use may result in a risk to public safety, or that there has been a breach of security, material breach of your obligations under the agreement, material breach of any other agreement between the parties or a violation of law. If the cause of the suspension is reasonably capable of being remedied, we will provide you notice of what actions you must take to reinstate the product. If you fail to take the actions or the cause cannot be remedied within 30 days, we may terminate the agreement.

(c) You may terminate the agreement immediately upon written notice if we commit a material breach and fail to cure the material breach within 30 days.

(d) We may amend these General Terms and Conditions from time to time by giving you at least 30 days prior written notice. If an amendment materially changes the agreement, you may request good faith negotiations regarding those terms that materially change the agreement. If the parties cannot reach mutual agreement on the material changes within 30 days, you may terminate the agreement immediately on written notice.

(e) You may terminate the agreement immediately on written notice if you object to amendments made to the third party additional terms under paragraph 2 if the amendments materially change the agreement.

(f) Upon termination, all licenses end immediately. You will return software products to us or uninstall and destroy them. Termination of the agreement will not relieve you of your obligation to pay us any amounts you owe up to and including the date of termination.

(g) Either party may terminate the agreement in part as it relates to any software or other product or service that is licensed or ordered under the agreement if and to the extent that software or other product or service is no longer commercially available.

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

12. General. (a) You may not assign the agreement to anyone else without our prior written consent. We will provide you with written notice if we need to assign the agreement as part of our business operations.

(b) You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.

(c) Our products may not be exported or re-exported in violation of the U.S. Foreign Corrupt Practices Act, the U.S. Export Administration Act or any other applicable laws, rules and regulations.

(d) United States Government use, duplication or disclosure of our software products is subject to applicable restrictions of the following regulations: Commercial Computer-Restricted Rights [FAR 52.227-19(a) - (d)]; Rights in Technical Data and Computer Product [DFARS 252.227-7013(c)(1)(ii)]; the Commercial Computer Product - Restricted Rights [48 CFR 52.227-19 (c)(1) and (c)(2)]; and similar clauses in the NASA FAR Supplement. These restrictions do not apply to our information products or services.