



State of Oklahoma

Office of Management and Enterprise Services

**ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH
THOMSON REUTERS (West Publishing Corporation)
RESULTING FROM SOLICITATION NO. RFP #0900000231**

This Addendum 1 ("Addendum") is an Amendment to the Contract awarded to Thomson Reuters (West Publishing Corporation) in connection with Solicitation #0900000231 ("Solicitation") and is effective March 22, 2017.

Recitals

Whereas, the State issued a Solicitation for proposals to provide Online Database Services, as more particularly described in the Solicitation;

Whereas, Thomson Reuters (West Publishing Corporation) hereafter referred to as "Thomson Reuters" submitted a proposal which contained exceptions to the Solicitation terms and various other Contract Documents; and

Whereas, the State and Thomson Reuters have negotiated the final terms under which Thomson Reuters will perform the Services under the Contract.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. Addendum Purpose.

This Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Thomson Reuters as of even date with execution of this Addendum. The parties agree that Supplier has not yet begun performance of work contemplated by the Solicitation.

2. Negotiated Documents of the Contract.

2.1. The parties have negotiated certain terms of the Contract as follows:

- i. certain exceptions to the Solicitation as contained in Attachment A to this Addendum titled "Attachment A – Exceptions to Solicitation"; and
- ii. revisions to the Thomson Reuters General Terms and Conditions initially proposed by Thomson Reuters as contained in Attachment B to this Addendum titled "General Terms and Conditions: Thomson Reuters Legal Products and Professional Services".

2.2. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

State of Oklahoma

By: _____

Name: James L. Reese, II

Title: Chief Information Officer

Date: _____

3-21-17

Thomson Reuters (West Publishing Corporation)

By: _____

Name: Randy Goetz

Title: Director, Customer Contracts Management

Date: _____

3/16/17

Attachment A - Exceptions to Solicitation

RFP #0900000231

Contract Term, Renewal, and Extension Option (Section B.1, pg. 14)	<p>Section B.1, Contract Term, Renewal, and Extension Option is hereby replaced in its entirety with the following:</p> <p>B.1. Contract Term, Renewal and Extension Option</p> <p>B.1.1. The initial contract period shall begin on the effective date and shall extend through One (1) Year (the "Initial Term") unless renewed, extended, or terminated in accordance with applicable contract provisions. The Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the Supplier.</p> <p>B.1.2. Under Oklahoma law, the State may not contract for a period longer than one (1) year (the "Initial Term"). By mutual consent of the parties hereto, it is intended that there shall be four (4) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.</p> <p>B.1.3. After the Initial Term, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier's performance under the Contract and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) then current products pricing and price discounts offered by Supplier; and c) then current products and support offered by Supplier.</p> <p>B.1.4. If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment.</p> <p>B.1.5. The State, may choose to exercise subsequent ninety (90) day extensions, by mutual consent, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier. The monthly charges during the first 90 day extension, if any, will continue at the Contract pricing rate. Monthly charges for subsequent 90 day extension(s), if any, will be 3% over the monthly charges paid in the immediately preceding 90 day extension.</p>
Warrants (Section B.3, pg. 14)	<p>Both parties agree to the deletion of provision B.3 Warrants in its entirety, as warranties are covered in terms and conditions provided with Westlaw's response.</p>
Contract Usage Reporting Requirements (Section B.5.1, pg. 15)	<p>Section B.5.1, Contract Usage Reporting Requirements is hereby replaced in its entirety with the following:</p> <p>B.5.1. The Supplier shall submit to the Oklahoma Office of Management and Enterprise Services, Information Services Division, the following quarterly contract usage reporting of Acquisitions made under the terms of this Contract:</p> <p>Contract usage reports identifying, for the applicable quarter, each Acquisition and the appropriate procuring entity and corresponding dollar amounts of products purchased by all entities under the terms of this Contract, plus grand totals including but not limited to State Entities and Interlocal Entities.</p> <p>Item detail usage reports identifying, for the applicable quarter, the following information:</p> <ul style="list-style-type: none">a) Procuring entityb) Invoice Datec) Invoice #d) Descriptione) Quantityf) Unit Contract Priceg) Other contract usage information requested by the State

Attachment A - Exceptions to Solicitation

RFP #0900000231

Term & Section	
Definitions: "Utilities" (Section A.1.19, pg. 4)	Both parties agree to the deletion of this definition and all references to "Utilities" throughout the contract.
Background Checks and Verification (Section A.27, pg. 9)	Both parties agree to the deletion of provision A.27 Background Checks and Verifications in its entirety.
Assignment (Section A.32, pg. 10)	Both parties agree to the deletion of the second sentence of provision A.32 Assignment.
Media Ownership (Section A.38, pg. 11)	Both parties agree to the deletion of provision A.38 Media Ownership in its entirety.
Agency Policies (Section A.41, pg. 11)	Both parties agree to the deletion of provision A.41 Agency Policies in its entirety
Compliance with Technology Policies (Section A.42, pg. 11)	Both parties agree to the deletion of provision A.42 Compliance with Technology Policies in its entirety.
High Technology System Performance and Upgrades (Section A.43, pg. 11)	Both parties agree to the deletion of the provision A.43 High Technology System Performance and Upgrades in its entirety.
Ownership Rights (Section A.45, pg. 12)	Both parties agree to the deletion of the provision A.45 Ownership Rights in its entirety.
Source Code Escrow (Section A.46, pg. 12-13)	Both parties agree to the deletion of the provision A.46 Source Code Escrow in its entirety.
Used or New Products (Section A.48, pg. 13)	Both parties agree to the deletion of the provision A.48 Used or New Products in its entirety.

Attachment A - Exceptions to Solicitation

RFP #0900000231

Website Requirements (Section B.6, pg. 16)	Both parties agree to the deletion of provision B.6 Website Requirements in its entirety.
Specifications/Requirements (Section C.2, pg. 17)	<p>Section C.2, Specifications/Requirements is hereby replaced in its entirety with the following:</p> <p>C.2. Specifications/Requirements Technical specification requirements are the minimum capabilities, features, and/or technical standards that must be met by the proposed solution.</p> <p>C.2.1. Online access will be provided for legal research, legal information, public records research and public records search platform that offers data delivery for law enforcement and government and must include, but is not limited to, legal research, public records research, legislative reporting, newsroom, business information and data delivery. End users must have the ability to download, print materials, and save result records and/or report records. Supplier shall list and define in complete detail each plan individually and all available search engines offered within the specified plan.</p> <p>C.2.2. Supplier shall provide access to all libraries applicable to law enforcement and government and provide product-, service- and/or plan-specific pricing and any other line item pricing applicable to Supplier's products and services. Supplier shall list each individual resource that is included in each primary library.</p> <p>C.2.3. Supplier shall list each available database, feature and service that is excluded from the Monthly Charge per User in the primary libraries and services. Supplier shall define pricing, and or rate per transaction for each excluded database, feature and service.</p> <p>C.2.4. Supplier shall submit fixed pricing per month per user for add-on libraries relative to all of the libraries in its product line.</p>
Price Increases – Resources Defined and Identified as “Excluded Charges” (Section C.6, pg. 17-18)	Both parties agree to the deletion of provision C.6 Price Increases – Resources Defined and Identified as “Excluded Charges” in its entirety.

Attachment B – General Terms and Conditions

GENERAL TERMS AND CONDITIONS

Thomson Reuters Legal Products and Professional Services

"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. 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.

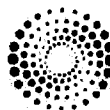
(d) You may not sell, sublicense, distribute, display, store or transfer our products or any data in our products in bulk or in any way that could be used to replace or substitute for our products in whole or in part or as a component of any material offered for sale, license or distribution to third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



THOMSON REUTERS

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) Except for Indemnification obligations in 9(c) below and A.31 of the solicitation, 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 ordering document 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. Prior to termination, 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.

(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.

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) Any comments, suggestions, ideas or recommendations you provide related to any of our products or professional services are our exclusive property.

(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.