



STATE OF OKLAHOMA STATEWIDE CONTRACT WITH WEST PUBLISHING CORPORATION d/b/a WEST, a Thomson-Reuters business

This State of Oklahoma Statewide Contract (“Contract”) No. 1046 is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and WEST PUBLISHING CORPORATION d/b/a WEST, a Thomson-Reuters business (“Supplier”) and is effective as of the date of last signature to this Contract. The initial Contract term, which begins on the effective date of the Contract, is one (1) year and there are four (4) one-year options to renew the Contract.

Purpose

This Statewide Contract is for a comprehensive Online Database Service for legal research, legal information, public records research, news, business information and data delivery for law enforcement and government. This contract will be made available to all levels of state, local and county government agencies as well as other public agencies authorized to utilize statewide contracts. A contract may be awarded to one or more Suppliers.

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. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation # 0900000514, Attachment A;
 - 2.2. General Terms, Attachment B;
 - 2.3. Statewide 1046-specific terms, Attachment C;
 - 2.4. State of OK Information Technology terms, Attachment D;
 - 2.5. Supplier’s Terms and Conditions and Order Forms, Attachment E
 - i. Supplier Non-Standard GTC Attach E, Ex-1;
 - ii. Product-Specific, Attach E, Ex-2;
 - iii. HighQ T&Cs, Attach E, Ex-3;
 - iv. Case Center-PST, Attach E, Ex-4;
 - v. Template Addendum to Order Forms, Attach E, Ex-5

- vi. West Order Form Template, Attach E, Ex-6;
- vii. West CLEAR Form Template, Attach E, Ex-7;
- viii. West ProFlex Order Form Template, Attach E, Ex-8;
- ix. West Special Offer Order Form, Attach E, Ex-9;
- x. Westlaw Account Validation and Certification (AVC), Attach E, Ex-10;
- xi. Westlaw AVC Multi Location Form, Attach E, Ex-11;
- xii. Westlaw AVC Unmasked Data Form Template, Attach E, Ex-12;
- xiii. Westlaw HighQ Order Form, Attach E, Ex-13;
- xiv. West Case Center Order Form, Attach E, Ex-14;
- xv. West Pricing Schedule A, Attach E, Ex-15;
- xvi. West CLEAR Pricing Schedules, Attach E, Ex-16;
- xvii. Thomson Reuters Cost/Response Bid (revision to the Bid submitted as a best and final offer), Attach E, Ex-17; and

2.6. Negotiated Exceptions to Contract, Attachment F.

3. The parties additionally agree:

- 3.1. except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.

Attachments referenced in this section are attached hereto and incorporated herein.

4. 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 and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES**

**West Publishing Corporation d/b/a West, a
Thomson-Reuters business**

By: 

By: 

Name: Jerry Moore

Name: John S. Nelson

Title: CIO

Title: Assistant Secretary/Director

Date: 06/30/2023

Date: 6/29/2023

ATTACHMENT A
SOLICITATION NO. 0900000514
SW1046

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

Purpose

This Statewide Contract is for a comprehensive Online Database Service for legal research, legal information, public records research, news, business information and data delivery for law enforcement and government. This contract will be made available to all levels of state, local and county government agencies as well as other public agencies authorized to utilize statewide contracts. A contract may be awarded to one or more Suppliers.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are (4) one-year options to renew the Contract.

2. Contract Specifications

- A. Contract specifications are set forth below as Exhibit 1.
- B. Exhibit 2- For Price sheet Template.

Exhibit 1

A. Technical Specifications/Requirements

Technical specification requirements are the minimum capabilities, features, and/or technical standards that must be met by the proposed solution.

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.
2. Supplier shall list and define in complete detail each plan individually and all available search engines offered within the specified plan.
3. Supplier shall provide unlimited 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.
4. Supplier shall list each individual resource that is included in each primary library.
5. Supplier shall list each available database, feature and service that is excluded from the Monthly Charge per User in the primary libraries and services.
6. Supplier shall define pricing, and or rate per transaction for each excluded database, feature, and service.
7. Supplier shall submit fixed pricing per month per user for add-on libraries relative to all the libraries in its product line.

B. Online Data Delivery for Law Enforcement and Government Requirements

1. Supplier shall propose a research platform designed to provide a vast amount of public records data and allow for federated searching using a single interface to search across multiple data sources and easy to read reports.
2. Supplier shall submit detailed applicable proposed pricing.

C. Data Delivery Report Requirements

The proposed data delivery report shall be easy to read and shall contain and perform the following:

- a) Basic Report
- b) National Comprehensive Report
- c) Business Comprehensive Report

- d) Add Associates to Basic Report (applicable when a Basic Report is ordered)
- e) Add Associates to National Comprehensive Report (applicable when a National Comprehensive Report is ordered)
- f) Additional features to include capability to allow users to start or resume working immediately with saved documents and check search history and return to interrupted research at a later time or in a later session.

D. Training

- 1. Supplier shall provide training as required for proposed online legal research solution and the proposed data delivery solution.
- 2. Supplier must provide in pricing for individuals receiving training.

E. Price

- 1. Supplier shall provide price on Exhibit 2 cost response template.
- 2. **Price Increases** – Resources Defined and Identified as “**Excluded Charges**” Prior to being effective under the Contract, price increases for Databases and Features defined and identified as “Excluded Charges” shall be submitted to the attention of the contracting officer for approval prior to the proposed effective date of the price increase. Approval will be granted if the successful supplier(s) provides ample documentation showing that the cost to the supplier has been increased per a contract with a data contributor or if databases have been enhanced or are released after contract award.

F. Value Add Offers

The successful supplier(s) may present special offers or products that are beneficial or specific to an individual. The successful supplier shall invoice all value-added offers or products as a separate line item on the agency’s monthly billing.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the 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) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A.** any Addendum;
- B.** any applicable Solicitation;
- C.** any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 **Modification of Contract Terms and Contract Documents**

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debaring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

7.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

8.1 As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
 - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
 - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H. Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - I. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2 The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3 At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4 In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

13.1 Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

13.2 Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

13.3 If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.

- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

18.4 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

19.2 Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

20.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

20.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

20.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C

OKLAHOMA STATEWIDE 1046 CONTRACT TERMS

1. Statewide Contract Type

- 1.1 The Contract is a non-mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.
- 1.2 The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1 Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2 Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3 Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the

right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31;
 - b.** April 01 through June 30;
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.
- v.** Reports must include the following information:
 - a.** Procuring entity;
 - b.** Order date;

- c. Purchase Order number or note that the transaction was paid by Purchase Card;
- d. City in which products or services were received or specific office or subdivision title;
- e. Product manufacturer or type of service;
- f. Manufacturer item number, if applicable;
- g. Product description;
- h. General product category, if applicable;
- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

ATTACHMENT D

STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS

The parties further agree to the following terms (“Information Technology Terms”), as applicable, for any Acquisition of products or services with an information technology or telecommunication component. Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES-Information Services (“OMES-IS”) is designated to purchase information technology and telecommunication products and services on behalf of the State. The Act directs OMES-IS to acquire necessary hardware, software and services and to authorize the use by other State agencies. OMES, as the owner of information technology and telecommunication assets and contracts on behalf of the State, allows other State agencies to use the assets while retaining ownership and the right to reassign the assets, at no additional cost, upon written notification to Supplier. OMES-IS is the data custodian for State agency data; however, such data is owned by the respective State agency.

1 Definitions

- 1.1 **COTS** means software that is commercial off the shelf.
- 1.2 **Customer Data** means all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Supplier.
- 1.3 **Data Breach** means the unauthorized access by an unauthorized person that results in the use, disclosure or theft of Customer Data.
- 1.4 **Host** includes the terms **Hosted** or **Hosting** and means the accessing, processing or storing of Customer Data.
- 1.5 **Intellectual Property Rights** means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual Property Rights of a party also includes all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
- 1.6 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 1.7 **Non-Public Data** means Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential

by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.

- 1.8 Personal Data** means Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number, account number, credit or debit card number and/or 2) data subject to protection under a federal, state or local law, rule, regulation or ordinance.
- 1.9 Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.
- 1.10 State CIO** means the State Chief Information Officer or authorized designee.
- 1.11 Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, or (b) after the effective date of the Contract if such tangible or intangible items or things were independently developed by Supplier outside Supplier's provision of services or Work Product for Customer under the Contract and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.
- 1.12 Third Party Intellectual Property** means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to a Customer under the Contract.
- 1.13 Work Product** means any and all deliverables produced by Supplier for Customer under a statement of work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (i) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts,

personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or statement of work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or a statement of work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Supplier personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2 Termination of Maintenance and Support Services

Customer may terminate maintenance or support services without an adjustment charge, provided any of the following circumstances occur:

- 2.1** Customer removes the product for which the services are provided, from productive use or;
- 2.2** The location at which the services are provided is no longer controlled by Customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).

If Customer chooses to renew maintenance or support after maintenance has lapsed, Customer may choose to pay the additional fee, if any, associated with renewing a license after such maintenance or support has lapsed, or to purchase a new license. Any amount paid to Supplier in the form of prepaid fees that are unused when services under the Contract or purchase order are terminated shall be refunded to Customer.

3 Compliance and Electronic and Information Technology Accessibility

State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at <https://omes.ok.gov/services/information-services/accessibility-standards>. Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing accessibility compliance via a URL linking to the VPAT and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum.

All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.

4 Media Ownership (Disk Drive and/or Memory Chip Ownership)

4.1 Any disk drives and memory cards purchased with or included for use in leased or purchased products under the Contract remain the property of the Customer.

4.2 Personal information may be retained within electronic media devices and components; therefore, electronic media shall not be released either between Customers or for the resale, of refurbished equipment that has been in use by a Customer, by the Supplier to the general public or other entities. This provision applies to replacement devices and components, whether purchased or leased, supplied by Supplier, its agents or subcontractors during the downtime (repair) of products purchased or leased through the Contract. If a device is removed from a location for repairs, the Customer shall have sole discretion, prior to removal, to determine and implement sufficient safeguards (such as a record of hard drive serial numbers) to protect personal information that may be stored within the hard drive or memory of the device.

5 Offshore Services

No offshore services are provided for under the Contract. State data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State. Notwithstanding the above, back office administrative functions of the Supplier may be located offshore and the follow-the-sun support model may be used by the Supplier to the extent allowed by law applicable to any Customer data being accessed or used.

6 Compliance with Technology Policies

6.1 The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at https://omes.ok.gov/s/g/files/gmc316/f/InfoSecPPG_0.pdf.

Supplier's employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates as set forth at <http://eclipse.omes.ok.gov>.

6.2 Supplier shall comply with applicable Federal Information Processing Standards including, without limitation, FIPS 200, FIPS 140-2 or successor standards and all recommendations from the National Institute of Standards and Technology. The confidentiality of Customer Data shall be protected and maintained in accordance with these standards as well as other applicable Customer standards.

6.3 Supplier shall comply with the CJIS Security Policy as more particularly described at Appendix 2 attached hereto and incorporated herein.

7 Emerging Technologies

The State of Oklahoma reserves the right to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology or the State determines it is warranted to add such technology.

8 Extension Right

In addition to extension rights of the State set forth in the Contract, the State CIO reserves the right to extend any Contract if the State CIO determines such extension to be in the best interest of the State.

9 Source Code Escrow

Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

- 9.1** A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer;
- 9.2** An assignment by the Supplier for the benefit of its creditors;
- 9.3** A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- 9.4** The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- 9.5** The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- 9.6** The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- 9.7** Supplier's ceasing of maintenance and support of the software; or
- 9.8** Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

10 Commercial Off The Shelf Software

If Supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

11 Ownership Rights

Any software developed by the Supplier under the terms of the Contract is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on Supplier Intellectual Property, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Supplier Intellectual Property, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Except for any Supplier Intellectual Property, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as “Work for Hire”, Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be

shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

12 Intellectual Property Ownership

The following terms apply to ownership and rights related to Intellectual Property:

12.1 As between Supplier and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Supplier. Supplier specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier hereby agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is hereby effectively transferred, granted, conveyed, assigned and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and Customer do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.

12.2 Supplier, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible including, but not limited to, the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Supplier’s signature due to the dissolution of Supplier or Supplier’s failure to respond to Customer’s repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Supplier hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Supplier’s agent and Supplier’s attorney-in-fact to act for and in Supplier’s behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Supplier, provided however that no such grant of right to Customer is applicable if Supplier fails to execute any document due to a good faith dispute by Supplier with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Supplier shall cooperate, at Customer’s sole expense, in the preparation and

prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

- 12.3** Supplier hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Supplier may now have or which may accrue to Supplier's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Supplier acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.
- 12.4** All documents, information and materials forwarded to Supplier by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, subject to the license granted by Customer to Supplier hereunder. Supplier shall not otherwise use, disclose, or permit any third party to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.
- 12.5** These provisions are intended to protect Customer's proprietary rights pertaining to the Work Product and the Intellectual Property Rights therein and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Supplier acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Supplier's obligations with respect to confidentiality provisions of the Contract and the Work Product and a Customer's Intellectual Property Rights, upon a request by Customer, without requiring proof of irreparable injury, as same is presumed.
- 12.6** Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Supplier shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Supplier or furnished by Customer to Supplier, including all materials embodying the Work Product, any Customer confidential information and Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Supplier by Customer or by anyone else that pertains to the Work Product.
- 12.7** Customer hereby grants to Supplier a non-transferable, non-exclusive, royalty-free, fully paid license to use any Work Product solely as necessary to provide services to Customer. Except as provided in this section, neither Supplier nor any subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.
- 12.8** To the extent that any Third Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Supplier Intellectual Property embodied or reflected in the Work Product or

necessary to provide services, Supplier grants to Customer an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third Party Intellectual Property or Supplier Intellectual Property embodied in or delivered to Customer in conjunction with the Work Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product.

- 12.9** Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. Copies of such agreements shall be provided to the Customer promptly upon request.
- 12.10** To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Supplier wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.
- 12.11** If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Supplier.

13 Hosting Services

- 13.1** If Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract Hosts Customer Data in connection with an Acquisition, the provisions of Appendix 1, attached hereto and incorporated herein, apply to such Acquisition.

13.2 If the Hosting of Customer Data by Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract contributes to or directly causes a Data Breach, Supplier shall be responsible for the obligations set forth in Appendix 1 related to breach reporting requirements and associated costs. Likewise if such Hosting contributes to or directly causes a Security Incident, Supplier shall be responsible for the obligations set forth in Appendix 1, as applicable.

14 Change Management

When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such product or service, Supplier shall provide two (2) weeks' prior written notice of such change. When the change is an emergency change, Supplier shall provide twenty-four (24) hours' prior written notice of the change. Repeated failure to provide such notice may be an evaluation factor (as indicative of Supplier's past performance) upon renewal or if future bids submitted by Supplier are evaluated by the State.

15 Service Level Deficiency

In addition to other terms of the Contract, in instances of the Supplier's repeated failure to provide an acceptable level of service or meet service level agreement metrics, service credits shall be provided by Supplier and may be used as an offset to payment due.

16 Notices

In addition to notice requirements under the terms of the Contract otherwise, the following individuals shall also be provided the request, approval or notice, as applicable:

Chief Information Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

With a copy, which shall not constitute notice, to:

Information Services Deputy Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

Appendix 1 to State of Oklahoma Information Technology Terms

The parties agree to the following provisions in connection with any Customer Data accessed, processed or stored by or on behalf of the Supplier and the obligations, representations and warranties set forth below shall continue as long as the Supplier has an obligation under the Contract

A. Customer Data

1. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Supplier shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).
2. Supplier shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the Hosted environment. Supplier shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Supplier shall not respond to subpoenas, service or process, Freedom of Information Act or other open records requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Supplier's proposed responses. Supplier agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
3. Supplier will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Supplier. Supplier will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Supplier will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Supplier as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Supplier's negligence or willful misconduct, Supplier, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

B. Data Security

1. Supplier will use commercially reasonable efforts, consistent with industry standards, to provide security for the Hosted environment and Customer Data and to protect against both unauthorized access to the Hosting environment, and unauthorized communications between the Hosting environment and the Customer's browser. Supplier shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public

Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

2. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of Personal Data.
3. Supplier represents and warrants to the Customer that the Hosting equipment and environment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Supplier will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Supplier will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Supplier, Supplier will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Supplier has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Supplier is responsible for costs incurred by Customer for Customer to remediate the virus.
4. Supplier shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Supplier shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Supplier shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.
5. Supplier shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.
6. Supplier shall perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report upon request. Supplier may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
7. Any remedies provided in this Appendix are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

C. Security Assessment

1. The State requires any entity or third-party Supplier Hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards

during the term of the contract, including renewals, constitutes a material breach. Upon request, the Supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment changes, Supplier shall promptly notify the State and include in such notification the updated information; provided, however, Supplier shall make no change that results in lessened data protection or increased data security risk. Failure to provide the notice required by this section or maintain the level of security required in the Contract constitutes a material breach by Supplier and may result in a whole or partial termination of the Contract.

2. Any Hosting entity change must be approved in writing prior to such change. To the extent Supplier requests a different sub-contractor than the third-party Hosting Supplier already approved by the State, the different sub-contractor is subject to the State's approval. Supplier agrees not to migrate State's data or otherwise utilize the different third-party Hosting Supplier in connection with key business functions that are Supplier's obligations under the contract until the State approves the third-party Hosting Supplier's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party Hosting Supplier does not meet the State's requirements under the State Certification and Accreditation Review, Supplier acknowledges and agrees it will not utilize the third-party Supplier in connection with key business functions that are Supplier's obligations under the contract, until such third party meets such requirements.

D. Security Incident or Data Breach Notification: Supplier shall inform Customer of any Security Incident or Data Breach.

1. Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Supplier will coordinate with Customer prior to any such communication.
2. Supplier shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).
3. Supplier shall:
 - a. Maintain processes and procedures to identify, respond to and analyze Security Incidents;
 - b. Make summary information regarding such procedures available to Customer at Customer's request;
 - c. Mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Supplier; and

d. Document all Security Incidents and their outcomes.

4. If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

E. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Supplier.

1. Supplier shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

2. Unless otherwise stipulated, if a Data Breach is a direct result of Supplier's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – all not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Supplier based on root cause.

3. If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

F. **Notices**

In addition to notice requirements under the terms of the Contract and those set forth above, a request, an approval or a notice in connection with this Appendix provided by Supplier shall be provided to:

Chief Information Security Officer

3115 N. Lincoln Blvd

Oklahoma City, OK 73105

and

servicedesk@omes.ok.gov.

G. Supplier Representations and Warranties

Supplier represents and warrants the following:

1. The product and services provided in connection with Hosting services do not infringe a third party's patent or copyright or other intellectual property rights.
2. Supplier will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.
3. The execution, delivery and performance of the Contract and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Supplier will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third parties retained or utilized by Supplier to provide goods or services for the benefit of the Customer.
4. Supplier shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the Hosting environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

H. Indemnity

Supplier agrees to defend, indemnify and hold the State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification), excluding damages that are the sole fault of Customer, arising from or in connection with Supplier's breach of its express representations and warranties in these Information Technology Terms and the Contract. If a third party claims that any portion of the products or services provided by Supplier under the terms of another Contract Document or these Information Technology Terms infringes that party's patent or copyright, Supplier shall defend, indemnify and hold harmless the State and Customer against the claim at Supplier's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State and/or Customer. The State and/or Customer shall promptly notify Supplier of any third party claims and to the extent authorized by the Attorney General of the State, allow Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify Customer and the State for all associated costs, damages and fees incurred by or assessed to the State and/or Customer. Should the software become, or in Supplier's

opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated in connection with Hosting services, Supplier may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

I. Termination, Expiration and Suspension of Service

1. During any period of service suspension, Supplier shall not take any action to intentionally disclose, alter or erase any Customer Data.

2. In the event of a termination or expiration of the Contract, the parties further agree:

Supplier shall implement an orderly return of Customer Data in a format specified by the Customer and, as determined by the Customer:

a. return the Customer Data to Customer at no additional cost, at a time agreed to by the parties and the subsequent secure disposal of State Data;

b. transitioned to a different Supplier at a mutually agreed cost and in accordance with a mutually agreed data transition plan and the subsequent secure disposal of State Data or

c. a combination of the two immediately preceding options.

3. Supplier shall not take any action to intentionally erase any Customer Data for a period of:

a. 10 days after the effective date of termination, if the termination is in accordance with the contract period;

b. 30 days after the effective date of termination, if the termination is for convenience; or

c. 60 days after the effective date of termination, if the termination is for cause.

After such period, Supplier shall, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

4. The State shall be entitled to any post termination or expiration assistance generally made available with respect to the services.

5. Disposal by Supplier of Customer Data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer, shall be performed in a secure manner. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer within thirty (30) calendar day of its request for disposal of data.

Appendix 2 to State of Oklahoma Information Technology Terms

INTRODUCTION

The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation (“FBI”), Criminal Justice Information Services (CJIS) Division’s CJIS Security Policy (“CJIS Security Policy” or “Security Policy” herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer (“CSO”) and the FBI CJIS Division’s Audit Staff.

CJIS SECURITY POLICY REQUIREMENTS GENERALLY

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information (“CJI”). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency (“CJA”) and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3rd party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. **Per Appendix “A” to said Security Policy, “access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI.”**

DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI and CERTIFICATION

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes. In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy **plus all data transmitted over the Oklahoma Law Enforcement Telecommunications System (“OLETS”) which is operated by DPS.**

In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

1. the Definitions and Acronyms in §3 & Appendices “A” & “B”;

2. the general policies in §4;
3. the Policies in §5;
4. the appropriate forms in Appendices “D”, “E”, “F” & “H”; and
5. the Supplemental Guidance in Appendices “J” & “K”.

This FBI Security Policy is located and may be downloaded at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

Policy Requirement Checklist

Compliance checklist –

Policy Area 1	Information Exchange Agreements
Policy Area 2	Security Awareness Training
Policy Area 3	Incident Response
Policy Area 4	Auditing and Accountability
Policy Area 5	Access Control
Policy Area 6	Identification and Authentication
Policy Area 7	Configuration Management
Policy Area 8	Media Protection
Policy Area 9	Physical Protection
Policy Area 10	Systems and Communications Protection and Information Integrity
Policy Area 11	Formal Audits
Policy Area 12	Personnel Security

**Attachment E, Ex-1 to
STATE OF OKLAHOMA CONTRACT WITH WEST PUBLISHING CORPORATION d/b/a WEST, a Thomson-
Reuters business**

RESULTING FROM SOLICITATION NO. 0900000514

The Non-Standard Thomson Reuters General Terms and Conditions is hereby amended as set forth below and supersedes all prior documents submitted by **WEST PUBLISHING CORPORATION d/b/a WEST, a Thomson-Reuters business** or discussed by the parties. The parties agree to use this Non-Standard Thomson Reuters General Terms and Conditions or a document substantially similar in the form of this Non-Standard Thomson Reuters General Terms and Conditions for each applicable Customer Contract Document.

These General Terms and Conditions and the terms of the Oklahoma Statewide Contract SW1046, including any applicable appendices (“Terms”) govern your access and use of Thomson Reuters Services, as such term is defined below. “We”, “our” and “Thomson Reuters” means the Thomson Reuters entity or entities providing Services (and thus the entity or entities with all rights and obligations with respect to those Services) under the applicable Ordering Document. “You” and “your” means the client, customer or subscriber agreeing to or accepting these terms.

1. DEFINITIONS

- a. **“Affiliate”** means in the case of us, Thomson Reuters Corporation and any entity that, from time to time, is directly or indirectly controlled by Thomson Reuters Corporation. In the case of you, Affiliate means any entity that, from time to time, is directly or indirectly controlling, controlled by, or under common control of you. “Control” means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.
- b. **“Agreement”** means each Ordering Document, any applicable incorporated documents, and these Terms.
- c. **Intentionally Omitted.**
- d. **“Documentation”** means manuals, handbooks, guides and other user instructions, documentation and materials available through the product or provided by us regarding the capabilities, operation, and use of our Services.
- e. **“Ordering Document”** means an order form, order confirmation, statement of work, invoice, e-commerce confirmation or similar agreement issued by such Thomson Reuters entity or entities that lists or describes the Services to be supplied by us.
- f. **“Professional Services”** means the implementation, customization, training, consulting or other professional services we provide, as may be described in the applicable Ordering Document.
- g. **“Property”** means our property, which includes but is not limited to our products, Services, information, Documentation, data (whether tangible or intangible) and Usage Information.
- h. **“Services”** means the cloud computing services, software-as-a-service, online research services, Professional Services, as well as any products, including installed software, supplied by Thomson Reuters under the Agreement that are detailed in the applicable Ordering Document.
- i. **“Usage Information”** means any information, data, or other content (including statistical compilations and performance information) related to or derived from your access to and use of our Property.
- j. **“Your Data”** means, other than Usage Information, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by you or on your behalf through the Services.

2. IP OWNERSHIP; LICENSES & DELIVERY

- a. **Reservation of Rights.** Together with our licensors, we reserve all rights not expressly granted under the Agreement. Except for the limited rights and licenses expressly granted herein, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to our Property. You acknowledge that, as between the parties, all intellectual property rights in our Property are owned by us, our Affiliates, or third-party providers. You will not remove or conceal any property rights notices in the Services and will include such notices on any copy you are permitted to make.
- b. **Services License.** Except with respect to any installed software, which is licensed under Section 2(d) below, or Professional Services, subject to the terms and conditions of the Agreement, we hereby grant you a non-exclusive, non-sublicensable, non-transferable right to access, view, and use our Services solely for your own internal business purposes.
- c. **Documentation License.** Subject to the terms and conditions contained in the Agreement, where Documentation is available, we hereby grant you a non-exclusive, non-sublicensable, non-transferable license to use such Documentation solely for your internal business purposes and in connection with your use of our Services.
- d. **Installed Software License.** Subject to the terms and conditions of the Agreement, to the extent you purchase a license or subscription to any of our installed software, we grant you a non-exclusive, non-sublicensable, non-transferable right to install and use such installed software only for your own internal business purposes. You may make necessary copies of such installed software solely for backup and archival purposes. Any such copy of such installed software: (i) remains our exclusive Property; (ii) is subject to the terms and conditions of the Agreement; and (iii) must include all copyright or other proprietary rights notices contained in the original. You may only use such installed software in object code format.
- e. **Limited License to Your Data.** You hereby grant us a non-exclusive license and right to use, copy, store, host, display, transmit and process Your Data solely as necessary for Thomson Reuters, our employees and contractors to provide our Services under the Agreement and in accordance with applicable law. We may delete or disable Your Data if required under applicable law, in which case we will use our reasonable efforts to provide notice to you. We acknowledge that, as between the parties, all intellectual property rights in Your Data are owned by you or your licensors.
- f. **Delivery.** We will deliver our Services and any Documentation electronically, on tangible media, or by other means, in our sole discretion. When you download or access our Services or Documentation, you are accepting it for use in accordance with the Agreement.

g. **Ordering Document.** Your Ordering Document identifies the Services, quantities, charges and other details of your order. The applicable Ordering Document may also refer to and incorporate documents which may apply to the Services you selected. Each Ordering Document, any applicable incorporated documents and these Terms constitute the complete agreement and supersede any prior or contemporaneous discussions, agreements, representations or warranties regarding your order. If you are permitted to provide an Affiliate with access to any part of the Services, you will ensure that such Affiliate complies with all provisions of the Agreement applicable to you.

h. **Use of Name.** Other than as necessarily required for (i) the provision of the Services, (ii) account management purposes, or (iii) compliance with applicable law or regulation or policy, neither party may use the other party's name, trademarks or any derivatives of them, without the other's prior written consent.

3. OUR SERVICES

a. **Changes to Service.** Our Services may change from time to time, but we will not change their fundamental nature unless otherwise expressly permitted herein. Certain Services include updates (bug fixes, patches, maintenance releases). We reserve the right to charge for upgrades (releases or versions that include new features or additional functionality) or any application programming interfaces ("APIs") for applicable Services. Any additional charges for selected upgrades or APIs will be set forth in a separate Ordering Document.

b. **Passwords.** Your access to certain Services is password protected. You are responsible for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each user must immediately change their username/password combinations that have been acquired by or disclosed to an unauthorized third party. Each of us shall maintain industry standard computing environments to ensure that both your and our property is secure and inaccessible to unauthorized persons.

c. **Unauthorized Technology.** Unless prior written authorization is given by Thomson Reuters, you must not (i) run or install any computer software or hardware on our Services or network; (ii) mine, scrape, index, or automatically download our data; or (iii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

d. **Third Party Providers.** Our Services may include data and software from third parties. Some third-party providers require Thomson Reuters to pass additional terms through to you. The third-party providers change their terms occasionally and new third-party providers are added from time to time. To see the current third-party additional terms for our Services please click on the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all applicable third-party terms therein to the extent not in conflict with the Terms or applicable law.

e. **Third Party Supplemental Software.** You may be required to license third-party software to operate some of our Services. Additional terms may apply to such third-party software.

f. **Use Restrictions.** You shall not use our Property or permit a third party to use our Property for any purposes beyond the scope of the access granted herein. Unless otherwise expressly permitted in the Agreement, you may not and you may not permit a third party to: (i)

sell, license, sublicense, distribute, publish, display, store, copy, modify, merge, decompile, decode or disassemble, reverse engineer, remove any proprietary notices, translate or transfer our Property in whole or in part, or as a component of any other product, service or material; (ii) use or provide our Property on a white-labeled/re-branded basis, or otherwise, for the benefit of any third party (other than to the extent third parties are expressly permitted to receive our Property under the Agreement) (iii) use our Property or our third-party providers' property to train any artificial intelligence (AI) or machine learning algorithms or software or create any derivative works, compilations or collective works or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (iv) allow any third parties to access, use or benefit from our Property in any way. Notwithstanding the foregoing, you may (a) download and print limited extracts of content from our Services solely for your own internal business purposes and (b) on an infrequent, irregular and ad hoc basis, distribute limited extracts of content from our Services; provided that, in either case, (1) such extracts do not reach such quantity as to have commercial value and you do not use such extracts as a substitute for any Services and (2) Thomson Reuters and any third-party content provider, if applicable, is cited and credited as the source. Exercising legal rights that cannot be limited by agreement is not precluded. Only if you are in the business of providing audit, tax, or accounting services, or legal advice to your clients, this Section 3(g) does not preclude you from using our Services to benefit your clients in the ordinary course of your business in accordance with the Agreement. Except as expressly set forth in the Agreement we retain all rights and you are granted no rights in or to our Property.

g. **Security.** Each of us will use and will require any subcontractors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. Additionally, you will notify us if you become aware of any unauthorized third-party access to our data or systems and will use reasonable efforts to remedy identified security threats and vulnerabilities to your systems.

h. **Compliance.** Each of us shall at all times comply with applicable law, including export controls and economic sanctions that apply to us in connection with the Agreement. You will not obtain, retain, use, or provide access to the Services to an Affiliate or any third party in a manner that may breach any applicable export control or economic sanctions laws and regulations for any jurisdiction, including the United States of America, the United Kingdom and the European Union and its Member States. You warrant that neither you, nor any Affiliate to which you provide access to the Services, is or is affiliated with a specially designated or sanctioned entity under any of those laws and that, in any transaction relating to us, you will not involve sanctioned parties, including without limitation through the use of bank accounts at banks that are sanctioned parties.

i. **Your Responsibilities.** You are responsible for (i) proper use of our Property in accordance with all Documentation, usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our Services or data; (iv) your combination of our Property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

4. CHARGES

a. **Payment and Taxes.** You must pay our charges that are not the subject of a good faith dispute within 45 days of receipt of invoice in the currency stated on the applicable Ordering Document without set-off, counterclaim or deduction. A Thomson Reuters Affiliate may act as a billing and collection agent for the Thomson Reuters entity listed on the applicable Ordering Document. For online purchases, you authorize us to charge you for charges stated in the applicable Ordering Document via credit card, debit card, or Automated Clearing House (“ACH”) or any other method you have agreed to in advance. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including legal fees. Invoice disputes must be notified within 15 days of the date of the invoice.

b. **Changes.** We may increase, or adjust the basis for calculating, the charges for our Services with effect from the start of each renewal term by giving you at least 60 days written notice; any other price changes or adjustments will be as set out in your Ordering Document.

c. **Excess Use.** You must pay additional charges if you exceed the scope of use specified in the applicable Ordering Document, based on the rates specified on the applicable Ordering Document. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our Services or data.

5. PRIVACY

The parties 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.

6. 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. This section shall survive three (3) years after the termination of the Agreement or until the confidential information is no longer deemed confidential under applicable law, whichever occurs first.

7. WARRANTIES AND DISCLAIMERS

a. **LIMITED WARRANTY.** EXCEPT WITH RESPECT TO INSTALLED SOFTWARE OR PROFESSIONAL SERVICES, WE

WARRANT THAT PROPERLY LICENSED SERVICES WILL MATERIALLY CONFORM TO ANY DOCUMENTATION THAT ACCOMPANIES THE SERVICES. THIS LIMITED WARRANTY APPLIES FOR THE DURATION OF THE TERM. YOUR ONLY REMEDY IN THE EVENT WE BREACH THIS LIMITED WARRANTY SHALL BE THE REPAIR OR REPLACEMENT OF THE SERVICES AT NO CHARGE. THIS LIMITED WARRANTY DOES NOT COVER PROBLEMS CAUSED BY YOUR FAILURE TO ADHERE TO INSTRUCTIONS OR CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL.

b. **INSTALLED SOFTWARE.** WE WARRANT THAT OUR INSTALLED SOFTWARE WILL MATERIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, AN INSTALLED SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE APPLICABLE ORDERING DOCUMENT FOR THE AFFECTED INSTALLED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE TIME PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.

c. **PROFESSIONAL SERVICES.** WE WARRANT THAT WE WILL PROVIDE ANY PROFESSIONAL SERVICES USING REASONABLE SKILL AND CARE.

d. **DISCLAIMER OF WARRANTIES.** THE FOREGOING WARRANTIES DO NOT APPLY, AND WE STRICTLY DISCLAIM ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY DATA OR THIRD-PARTY SOFTWARE. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN SECTIONS 7(A), (B), and (C) HEREIN, OUR SERVICES ARE PROVIDED “AS IS”, AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN ENTERING THE AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THE AGREEMENT. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED, AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE.

e. **NO ADVICE.** WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR SERVICES, DOCUMENTATION OR DATA. SOME INFORMATION MAY CONTAIN THE OPINIONS OF THIRD PARTIES, AND THOMSON REUTERS IS NOT RESPONSIBLE FOR THESE OPINIONS. YOUR DECISIONS MADE IN RELIANCE ON THE SERVICES, DOCUMENTATION OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN

BASED ON THE DATA CONTAINED IN OR GENERATED BY THE SERVICES.

8. LIABILITY

(a) Except for Indemnification obligations in 8(c) below and 16.2 of the State General Terms and Conditions, the entire liability of TR 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 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.

9. TERM, TERMINATION

Term. (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.

(d) 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.

(e) 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.

(f) 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.

10. THIRD PARTY RIGHTS

To the extent permitted by law, our third-party providers benefit from our rights and remedies under the Agreement. Except for our third-party providers, no other third parties have any rights or remedies under the Agreement.

11. GENERAL

a. **Assignment.** Unless otherwise provided in this Section or the Terms, neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement to anyone else without the other party's prior written consent, which may not be unreasonably withheld or delayed. We may delegate or transfer any obligation set forth in the Agreement, assign the Agreement, or assign any rights or remedies granted in the Agreement in whole or in part (i) to an Affiliate; (ii) in connection with our or our Affiliate's sale of a division, product or service; or (iii) in connection with a reorganization, merger, acquisition, divestiture or similar business transaction. Any assignment, delegation or other transfer in contravention of this Section 11(a) is void.

b. **Feedback.** You may voluntarily provide any comments, suggestions, ideas or recommendations (collectively, "Feedback") to Thomson Reuters, and if so, you grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right, without charge, to use any Feedback you provide related to any of our Property in any manner and for any purpose.

c. **Agreement Compliance.** We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

d. **Governing Law.** Unless otherwise stated in the applicable Ordering Document, the Agreement will be governed by the laws of the State of Oklahoma and each of us hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of Oklahoma located in Oklahoma County to settle all disputes or claims arising out of or in connection with the Agreement.

e. **Intentionally Omitted.**

f. **Trials.** All trials or testing of our Services are subject to these Terms unless we notify you otherwise. Access to our Services for trials may only be used for your evaluation purposes. Unless we agree otherwise in writing, any data you enter into the Services, and any customizations made to the Services by or for you, during any free trial may be permanently destroyed at the end of the trial.

g. **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters, or its agents on behalf of Thomson Reuters, may provide telephone and/or online access to its helpdesk or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on <http://thomsonreuters.com/support-and-training> or as otherwise provided by Thomson Reuters. You may request us to assist with any of the following: (a) issues caused by you or third party information or materials; (b) any Services, or any versions of Services, that we have advised you are unsupported; (c) issues caused by your failure to follow our instructions or specifications; (d) Services not located in or conforming to the operating environment specified in the Agreement; (e) issues caused by accidents, modifications, support, relocation or misuse of the Service not attributable to us; or (f) your networking or operating environment. Additional Charges in respect of such assistance may apply.

h. **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

i. **Severability.** If any part of the Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.

j. **Consent to Electronic Communications.** You hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services.

k. **Notices.** All notices under the Agreement must be in writing and sent by email (except for notices of breach of the Agreement which may not be sent by email) or mail, courier, fax or delivered in person at the address set out on the relevant Ordering Document between the parties (or such other more recent address notified to the other). However, we may give technical or operational notices or notices of third-party provider terms via publication on the URL in section 3(d) or within the Services themselves.

l. **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between us regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter, including without limitation any terms and conditions appearing on a purchase order or other form(s) used by you. Each of us acknowledges that in entering into the Agreement neither of us have relied on any representations made by the other that are not expressed in the Agreement.

**Attachment E, Ex-2 to
STATE OF OKLAHOMA CONTRACT WITH WEST PUBLISHING CORPORATION d/b/a WEST, a Thomson-Reuters
business**

RESULTING FROM SOLICITATION NO. 0900000514

The Non-Standard Product-Specific Terms is hereby amended as set forth below and supersedes all prior documents submitted by **WEST PUBLISHING CORPORATION d/b/a WEST, a Thomson-Reuters business** or discussed by the parties. The parties agree to use this Non-Standard Product-Specific Terms or a document substantially similar in the form of this Non-Standard Product-Specific Terms for each applicable Customer Contract Document.

Non Standard Product-Specific Terms

- **Campus Research.** Access to Campus Research is strictly limited to current faculty, administration, staff and students. Incidental access by public walk-in users at your physical location is permissible. Campus Research is not available to law schools, offices of the general counsel of any college or university or any other similarly situated academic entities. Campus Research use is limited to educational, research and non-commercial purposes. You will exercise reasonable, good faith efforts to enforce these restrictions. You are required to provide your security certificate before remote access will be enabled. You are responsible for your security design, configuration and implementation to limit access to the Campus Research URL.

- **CD-ROM Libraries.** Your license to use our CD-ROM, DVD, USB and similar media (collectively “CD-ROM”) libraries is restricted to a single office location. Each library license includes a proprietary control file which you may install on a single local area network (LAN). Employees working at or assigned to the licensed site may access the CD-ROM libraries by remote connection to the LAN installed at the licensed site. Access to CD-ROM libraries through wide area networks, multiple LANs, multiple sites or similar arrangements is prohibited.

You may transfer the CD-ROM library data to a single storage drive under your exclusive control and maintain the data as a database searchable with West software. West software is subscribed to and licensed separately from the CD-ROM libraries. By using the software, you agree, to the extent not in conflict with Oklahoma Statewide Contract. SW1046 and applicable law, to be bound by the software license agreement that accompanies the software.

We may terminate a CD-ROM library subscription on 30 days prior written notice if the library is no longer commercially available. Upon termination by either party, you shall immediately destroy the terminated CD-ROM libraries and destroy CD-ROM library data maintained on a permanent storage drive.

- **Contract Express.**

- **Applicability.**

These Product Specific Terms apply when you purchase a license to use or access Contract Express. “You”, “your” and “Customer” mean the client, customer or subscriber identified as such in the order form and “we”, “our” and “Thomson Reuters” mean the Thomson Reuters entity identified in the Order Form and, where applicable, its affiliates.

- **Scope of Contract Express Licenses:**

License types:

- **Legal Users/Power Users:** access to the full functionality of Contract Express for your employees and contractors.
- **Client Users:** access to limited Contract Express functionality (create, approve, edit, and negotiate documents and access to your Client Use space) for employees and contractors of your clients.
- **Self-serve Users:** access to limited Contract Express functionality (create, approve and edit documents) for your employees and contractors who are not engaged in legal functions.
- **Guest Access:** access to limited Contract Express functionality (completing a questionnaire to create a document via a public URL or single use invitation) for an unlimited number of Guests.

Scope of Use. Other than Guest Access, all user access to the Contract Express service is on a named individual (human) user basis by way of unique user-name and password. Only a single user may access Contract Express through any individual user account. You shall comply with the applicable license grant and not attempt to circumvent it in any way. If requested, you shall provide Thomson Reuters with information concerning your use of Contract Express.

Client Use. If licensed, you may provide access to Contract Express to your clients allowing their users to use the Contract Express service for the purposes of your client’s own internal business. You are responsible for the terms on which you supply Client Use provided that you ensure compliance with the terms of the Agreement and you provide all support to your clients and Client Users. Client Use must only be made available in the manner and using the functionality we make available within the Contract Express service. You must not delete or alter Thomson Reuters proprietary notices or copyright notices. You will immediately terminate all Client Use licenses when your Agreement for such licenses expires or is terminated.

Guest Access. If licensed, you may provide Guest Access in a Non-Systematic manner and at no cost to an unlimited number of Guests. A “Guest” must be a human individual and “Non-Systematic” means use on an infrequent basis and not automatically generated by machine or regularly created by individual Guests. You are responsible for the terms on which you supply Guest Access provided that you ensure compliance with the terms of the Agreement and you provide all support to Guests. Guest Access must only be made available in the manner and using the functionality we make available within the Contract Express service. You must not delete or alter Thomson Reuters proprietary notices or copyright notices. You will immediately terminate all Guest Access when your Agreement for Guest Access expires or is terminated.

Responsibility. Unless otherwise agreed with Thomson Reuters, you are responsible for the administration of all access to the Contract Express service, including allocation and removal of access. You may only grant administration rights to identified users you employ or have engaged as individual contractors acting under your direction. You are responsible for all access to the Service through the Customer or via Customer access credentials or systems and for any breach of the terms of the Agreement as a result of such access (whether permitted to do so by you or not).

- **Your Content.** Your content is your templates and anything that you generate using Contract Express (e.g. questionnaires and documents) (“Your Content”). As between you and Thomson Reuters, you exclusively own all rights, title and interest in Your Content. If the Agreement expires or is terminated, you must remove all Your Content that you wish to retain prior to termination or expiration.

- **Brand License.** Where you upload a logo or other branding (“Logo”) to the Contract Express service, you hereby grant to Thomson Reuters, a non-exclusive license to publish the Logo within your instance of Contract Express for the term of the Agreement. You warrant that you are entitled to grant such a license.

- **Service Availability and Support.**

Availability. If you are using Thomson Reuters’ hosted Contract Express service, Thomson Reuters shall ensure that it is Available for no less than 99.9% of the time in any calendar month, subject to emergency downtime and maintenance or downtime notified to you in writing from time to time. “Available” means that Contract Express is accessible to users and Guests and that the functionalities licensed from time to time can be carried out. Unavailability of Contract Express due to downtime in your or your users’ network or computer system or failure of the internet shall not be taken into account in calculating the Availability of the Contract Express service.

- **Access to Contract Express Via API.**

API License. On request and subject to you having purchased Contract Express licenses and to all the terms and conditions of the Agreement, Thomson Reuters permits you, during the term, to access the Contract Express service via the Contract Express API (the “API”). You understand that access to Contract Express via the API may not always provide the same functionality or experience as access via the web application. Your access rights via the API will terminate on termination of your license to use to Contract Express.

Responsibility. You are responsible for all access to Contract Express via the API and such access must be by way of individual user sign-in. Except to the extent you have licensed Client Use, you may not provide access to Contract Express via the API to any third-party without Thomson Reuters’ written consent, and any third-party must agree to our license terms before access may be granted. You are responsible for any third-party accessing the API on your behalf.

Technology Requirements. You must adhere to all API documentation provided to you by Thomson Reuters.

Suspension. Thomson Reuters may suspend, disable or withdraw access via the API at any time if, in our reasonable opinion, you have breached any material term of the Agreement or if there is risk of any breach of security. Thomson Reuters will not be responsible for any loss, damage, costs, expenses or other claims by you, any user or third party resulting from the suspension of access via the API.

Modifications. Thomson Reuters may enhance, update, upgrade or modify the API from time to time (collectively “Changes”) and will use reasonable efforts to provide you with notice of such Changes. You

Attachment E, Ex-2

acknowledge that you are responsible for managing such Changes to maintain compatibility and functionality with the API.

Disclaimer of Warranties. Thomson Reuters will not be liable for any inability to access Contract Express via the API, costs incurred by you, or any losses, lost profits or damages of any kind arising out of or in connection with your use of the API. Thomson Reuters makes no warranty of any kind with respect to the API, including any warranty that the API will be compatible with any of your or any third-party's software, system or other service. All API access is your responsibility and is provided on an "AS IS" basis without warranty of any kind. Thomson Reuters does not warrant or represent that access via the API will be delivered free of any inaccuracies, interruptions, delays, omissions or errors ("Faults"), or that any Faults will be corrected. Thomson Reuters will not be liable for any loss or damages resulting from any such Faults.

- **Hosted Practice Solutions.** We will not disclose your content except in support of the use of the hosted products or unless required by law. We will provide notice to you of any unauthorized third party access to your content of which we become aware in accordance with applicable law and will use reasonable efforts to remediate identified security vulnerabilities. The service level agreement for hosted practice solutions is located at <http://static.legalsolutions.thomsonreuters.com/static/service-level-agreement.pdf>. If the agreement expires or is terminated, we will provide access to the hosted product for 180 days so that you may remove your content. The terms and conditions of the agreement remain in effect through this 180-day post-agreement period.

- **ProView eBook License Terms.** The license allows you to download the ProView eBooks to your mobile devices and access the eBook content online. We may terminate your license including notes and annotations if we lose the right to offer the eBook content, discontinue the ProView software, or are otherwise unable to offer eBook content. We may provide the content to you in another media format if commercially reasonable. We may update your eBook version if necessary to maintain access to the content. If you reassign an eBook to a different user, we will provide the then-current version of the eBook. Notes and annotations made by the previous user will not transfer to the new user. You are responsible for assigning the registration keys and maintaining registration key security. Sharing of registration keys is STRICTLY PROHIBITED.

- **Thomson Reuters Panoramic™ ("Panoramic").** Upgrades (e.g., releases or versions that include new features, or additional functionality) will be included during your subscription term. However, we will provide technical support for only the most current upgrade and the immediately preceding upgrade.

Panoramic may include links to matter map samples and other general information. These are provided for informational purposes only and may not be suitable to your circumstances.

You are responsible for access to Panoramic, and all data uploaded to Panoramic, including, but not limited to, your customer materials and customer data, user generated content, pricing data, or personally identifiable information (collectively, "Data").

When you access Panoramic, you may click on links to third-party web sites that are beyond our control. We do not endorse the content found on third-party web sites. You assume sole responsibility for your use of third-party links and materials.

Your data is anything that you upload into Panoramic ("Your Content"). As between you and us, you exclusively own all rights, title and interest in Your Content. If the agreement expires or is terminated, we will provide access to the hosted product for 180 days so that you may remove your content. The terms and conditions of the agreement remain in effect through this 180-day post-agreement period. Your Content will be retained for 180 days at no additional charge.

You permit our use of relevant Data, including pricing data, to create matter and pricing maps. This Data will only be accessed by TR employees and contractors who need access to support Panoramic.

- **Time & Billing Services.** You give us permission to share your time & billing information and content with our business partners to the extent necessary to provide the time & billing services to you. You will remove all of your time & billing content prior to termination of this Order Form. We may collect and disclose aggregated practice management, financial management, and time tracking data, as long as the data is not identifiable to any individual customer or user.

- **Westlaw.** You may transmit our information product data electronically using a feature in the information product or print and share that information product data as necessary in the regular course of your business.

- **Westlaw Doc & Form Builder.** We will maintain your Westlaw Doc & Form Builder data for 180 days after your subscription ends.

- **Westlaw Paralegal.** Westlaw Paralegal access is strictly limited to current paralegal or legal assistant program faculty, administration, staff and students for educational purposes only.

- **Westlaw Patron Access.** Patron Access is only available to state, county or municipal government law libraries and libraries that are open to the public. You may provide wireless access on your own internal network to the number of concurrent users listed in your ordering document, if any. Access is limited to your library's physical premises, including wireless access. Remote access outside the physical confines of your library in any manner whatsoever is strictly prohibited.

- **West LegalEdcenter.** You may download text-based content on any computer for your personal, noncommercial use. You may not share the content with your clients or other third parties. Group viewing of multi-media content is allowed for you and other West LegalEdcenter subscribers. Persons without a West LegalEdcenter subscription are prohibited from attending the group viewing.

If you participate in any discussions on West LegalEdcenter, you agree not to use any language that is threatening, abusive, vulgar, discourteous or criminal. You will not post or transmit information or materials that would violate the rights of a third party, including but not limited to intellectual property rights. You will not post or transmit anything which may contain a virus or other harmful component.

When providing information to state accreditation agencies on your behalf, WE ARE NOT RESPONSIBLE FOR THE ACCURACY OF JURISDICTION-SPECIFIC CONTINUING LEGAL EDUCATION REQUIREMENTS STATED IN WEST LEGALEDCENTER. YOU MUST VERIFY COMPLIANCE REQUIREMENTS INDEPENDENTLY. You are solely responsible for any information, omission or misstatement in the credits recorded and maintained in the credit tracking section. When you access West LegalEdcenter, you may click on links to third-party web sites that are beyond our control. We do not endorse the content found on the third-party web sites. You assume sole responsibility for your use of third-party links and materials.

Each West LegalEdcenter user will receive an e-mail from us with their username, password and other important information about using the West LegalEdcenter subscription. After the initial communication, users may opt-out of West LegalEdcenter email receipt.

- **West km software.** Any West km licensed in the ordering document must reside on a dedicated server under your control and maintained by you at your expense. The server must be accessible to all of your authorized West km users. If you choose to activate the NetDocuments integration, your data will be transmitted from NetDocuments to your network and server. We are not and NetDocuments is not responsible for the privacy, security, integrity or availability of the data transmitted to you.

- **Westlaw Public Records.** If the transactional value of your Westlaw Public Records usage exceeds your then-current Westlaw charges by more than 20 times in any month, we may limit access to live gateways, request the parties enter into good faith renegotiations or terminate upon 30 days written notice. Transactional value of your Westlaw Public Records usage is calculated based upon our then-current Schedule A rates.

Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be.

You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us.

We are not a consumer reporting agency. You may use information product data to support your own processes and decisions, but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b).

Attachment E, Ex-2

If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by these General Terms and Conditions.



**Attachment E, Ex-3 to
STATE OF OKLAHOMA CONTRACT WITH WEST PUBLISHING CORPORATION d/b/a WEST,
a Thomson-Reuters business**

RESULTING FROM SOLICITATION NO. 0900000514

The Non-Standard HighQ Product Specific Terms are hereby amended as set forth below and supersedes all prior documents submitted by **WEST PUBLISHING CORPORATION d/b/a WEST, a Thomson-Reuters business** or discussed by the parties. The parties agree to use these Non-Standard HighQ Product Specific Terms or a document substantially similar in the form of these Non-Standard HighQ Product Specific Terms for each applicable Customer Contract Document.

Non-Standard HighQ Product Specific Terms

1. APPLICABILITY

- 1.1 These HighQ product specific terms (“Product Specific Terms”) apply when you purchase a license to use or access HighQ as set out in the applicable Order Form. “You”, “your” and “Customer” mean the client, customer or subscriber identified as such in the order form and “we”, “our” and “Thomson Reuters” mean the Thomson Reuters entity identified in the order form and, where applicable, its affiliates.
- 1.2 Intentionally Omitted.
- 1.3 As used herein: Permitted Affiliate means any of your current or future affiliates, which are entities you directly or indirectly, have the power to Control, whether through ownership of (a) more than fifty percent of the voting equity or (b) more than fifty percent of an interest in a joint venture in which Control over the joint venture is set forth in writing, and in each case, for as long as such Control exists. “Control” and its correlative terms means, with respect to any entity, the possession, directly or indirectly, of (i) the power to direct or cause the direction of the management and policies of such entities, whether through ownership of voting securities, as trustee or executor, as general partner or managing member, by contract or otherwise, and (ii) the authority to bind such affiliate to the terms and conditions of this Agreement.

2. SCOPE OF HIGHQ LICENSES

2.1 License types:

Core Internal Users: Named employees and contractors under your, or your Permitted Affiliates’, control to whom you provide a log-in identification to access HighQ products and services set forth in your Order Form; provided that the maximum number of Core Internal Users is set out on the Order Form.

Designated Other Users: Individuals who are not Core Internal Users, and who are intended to be ancillary users of the HighQ products and services, who you invite to access HighQ; provided that the maximum number of Designated Other Users is set out on the Order Form. Designated Other Users includes both **External Users** (meaning individuals outside your, or your Permitted Affiliates’ organization) and **Basic Internal Users** (meaning individuals under your, or your Permitted Affiliates organization’s control).

- 2.2 **Scope of Use.** All access to HighQ by Core Internal Users and Designated Other Users is on a named individual (human) user basis by way of unique user-name and password. Only a single user may access HighQ through any individual user account. You and your Core Internal Users and Designated Other Users shall comply with the applicable license grant and not attempt to circumvent it in any way. If requested, you shall provide us with information concerning your use of HighQ.
- 2.3 **Designated Other Users:** Core Internal Users may provide access to your instance of HighQ to your Designated Other Users solely for the purposes of:
 - (a) For External Users: collaborating on services you are providing to your client in your normal course of business; and
 - (b) For Basic Internal Users:
 - (i) receiving the services provided by a Core Internal User;
 - (ii) submitting requests or other information to Core Internal Users;
 - (iii) reading, using, and reviewing Your Content or providing comments on Your Content to Core Internal Users;
 - (iv) creating and editing documents using templates and workflows created by a Core Internal Users;
 - (v) receiving status updates from Core Internal Users;
 - (vi) A Basic Internal User may not:
 - i. create or edit templates, or workflows;
 - ii. administer or configure the HighQ product or services, or any part of the HighQ product or services; or
 - iii. be granted administrative, editorial, or content creation rights.
- 2.4 **Responsibilities.** You are responsible for the terms on which you supply HighQ, provided that you are responsible for your Designated Other Users’ compliance with the terms of the Agreement and you provide all support to your Designated Other Users. Designated Other Users’ access and use must only be made available in the manner and using the functionality we make available to you within HighQ. You must not delete or alter Thomson Reuters proprietary notices or copyright notices. You will immediately terminate all Designated Other Users’ access when your Agreement for such licenses expires or is terminated.
- 2.5 **Additional Authorized Uses.** Core Internal Users may (and may authorize External Users to) provide access to documents made available through HighQ to a non-user solely for the purpose of reading or editing a shared file, and for filling out iSheet forms.
- 2.6 **Administration.** Unless otherwise agreed with us, you are responsible for the administration of all access to HighQ, including allocation and removal of access, and for the actions of all Core Internal Users. You may only grant administration rights to identified Core Internal Users. You are responsible for all access to HighQ through you or your systems and for any breach of the terms of the Agreement as a result of such access (whether permitted to do so by you or not).



3. YOUR CONTENT

Your content is any information, data, materials or other content that you, Core Internal Users or Designated Other Users upload or submit through HighQ (“Your Content”). Except as otherwise provided herein, all output, copies, reproductions, improvements, and modifications to Your Content are themselves also Your Content. For the avoidance of doubt, Your Content does not include any and all information reflecting the access to and use of HighQ by or on behalf of you, any Core Internal User or Designated Other User, or any of our content including tools, data or information obtained from us or through one of our other products. As between you and Thomson Reuters, you exclusively own all rights, title and interest in Your Content. Without limiting the generality of the foregoing, we shall not use Your Content for any purpose other than performing our obligations under the Agreement and shall limit access to and disclosure of Your Content to our personnel who require access to perform our obligations under the Agreement. We shall not distribute, make available or otherwise disclose Your Content or any part of it to any third party for any reason, unless specifically instructed or permitted by you or your Core Internal Users, or required in order to perform the services or as otherwise expressly required by applicable laws. You grant us permission to use, store, copy, share, transfer, and process Your Content to the extent necessary to provide the services. You acknowledge and agree that we may transfer Your Content to (i) our third-party service providers to the extent necessary to provide the services and (ii) third party partners enabled by you via your access to HighQ. The parties acknowledge and agree that all Your Content shall be deemed your confidential information. If the Agreement expires or is terminated, you may request to maintain access to the HighQ services for up to fifteen (15) additional days after the effective date of the termination or expiration of the Agreement solely for the purpose of removing Your Content that you wish to retain. Nothing in these HighQ Product Specific Terms shall supersede any license agreements between you and us for any of our other products.

4. BRAND LICENSE

Where you upload a logo or other branding (“Logo”) to the HighQ service, you hereby grant to Thomson Reuters a non-exclusive license to publish the Logo within your instance of HighQ for the term of the Agreement. You warrant that you are entitled to grant such a license.

5. ACCESS TO HIGHQ VIA API

- 5.1 **API License.** On request and subject to you having purchased licenses to access HighQ and to all the terms and conditions of this Agreement, we permit you, during the term, to access HighQ via the HighQ API (the “API”). You understand that access to HighQ via the API may not always provide the same functionality or experience as access via the web application. Your access rights via the API will terminate on termination of your license to use HighQ.
- 5.2 **API Responsibility.** You are responsible for all access to HighQ via the API and such access must be by way of individual user sign-in. Unless otherwise authorized under this Agreement, you may not provide access to HighQ via the API to any third-party without our written consent, and any third-party must agree to our license terms before access may be granted. You are responsible for any third-party accessing the API on your behalf.
- 5.3 **Technology Requirements.** You must adhere to all API documentation provided to you by us.
- 5.4 **Suspension.** We may suspend, disable or withdraw access via the API at any time if, in our reasonable opinion, you have breached any material term of the Agreement or if there is risk of any breach of security. We will not be responsible for any loss, damage, costs, expenses or other claims by you, any user or third party resulting from the suspension of access via the API.
- 5.5 **Modifications.** We may enhance, update, upgrade or modify the API from time to time (collectively “Changes”) and will use reasonable efforts to provide you with notice of such Changes. You acknowledge that you are responsible for managing such Changes to maintain compatibility and functionality with the API.
- 5.6 **Disclaimer of Warranties.** We will not be liable for any inability to access HighQ via the API, costs incurred by you, or any losses, lost profits or damages of any kind arising out of or in connection with your use of the API. We make no warranty of any kind with respect to the API, including any warranty that the API will be compatible with any of your or any third-party’s software, system or other service. We do not warrant or represent that access via the API will be delivered free of any inaccuracies, interruptions, delays, omissions or errors (“Faults”), or that any Faults will be corrected. We will not be liable for any loss or damages resulting from any such Faults.

6. ACCESS TO HIGHQ AI/ML Tools

- 6.1 **Definitions:** “AI/ML Tools” means any artificial intelligence (AI) or machine learning (ML) products and services, and also including any Thomson Reuters AI/ML models and AI/ML algorithms, made available in HighQ via the AI Hub.
- 6.2 **License Grant**
 - (a) If your order form includes any products or services that allow you to use AI/ML Tools as part of your use of our services, you may, in the ordinary course of your business, incorporate Your Content within our AI/ML Tools which will result in an analysis of Your Content.
 - (b) You agree that the AI/ML Tools, including any changes, enhancements, modifications, extensions, iterations, and derivative works thereto, including any derivative works resulting from the analysis of Your Content, and all intellectual property rights therein, are the sole property of Thomson Reuters. You represent and warrant that you have all necessary rights in Your Content to allow us to perform the Services.

**Attachment E, Ex-4 to
STATE OF OKLAHOMA CONTRACT WITH WEST PUBLISHING CORPORATION d/b/a WEST,
a Thomson-Reuters business**

RESULTING FROM SOLICITATION NO. 0900000514

The Non-Standard CaseLines Product Specific Terms are hereby amended as set forth below and supersedes all prior documents submitted by **WEST PUBLISHING CORPORATION d/b/a WEST, a Thomson-Reuters business** or discussed by the parties. The parties agree to use these Non-Standard CaseLines Product Specific Terms or a document substantially similar in the form of these Non-Standard CaseLines Product Specific Terms for each applicable Customer Contract Document.

ATTACHMENT E, EX-4

Non-Standard CaseLines Product Specific Terms

1. APPLICABILITY

- 1.1 These CaseLines product specific terms (“Product Specific Terms”) apply when you purchase a subscription to use or access CaseLines as set out in the applicable Order Form. “You”, “your” and “Customer” mean the client, customer or subscriber identified as such in the order form and “we”, “our” and “Thomson Reuters” mean the Thomson Reuters entity identified in the order form and, where applicable, its affiliates.
- 1.2 Intentionally Omitted
- 1.3 As used herein: Permitted Affiliate means any of your current or future affiliates, which are entities you directly or indirectly, have the power to Control, whether through ownership of (a) more than fifty percent of the voting equity or (b) more than fifty percent of an interest in a joint venture in which Control over the joint venture is set forth in writing, and in each case, for as long as such Control exists. “Control” and its correlative terms means, with respect to any entity, the possession, directly or indirectly, of (i) the power to direct or cause the direction of the management and policies of such entities, whether through ownership of voting securities, as trustee or executor, as general partner or managing member, by contract or otherwise, and (ii) the authority to bind such affiliate to the terms and conditions of this Agreement.

2. SCOPE OF CASELINES SUBSCRIPTION

2.1 Use types:

Account Users: Employees and contractors under your, or your Permitted Affiliates’, control to whom you provide a log-in identification to access CaseLines products and services as set forth in your Order Form. Consult the Order Form for specific usage limitations associated with your subscription.

Invited Users: Individuals, who are not Account Users and who are intended to be ancillary users of the CaseLines products and services, who you invite to access CaseLines. Invited Users means individuals outside your, or your Permitted Affiliates’ organization. Invited Users must accept and agree to the Click-to-Accept terms to enable the invitation and use the CaseLines product and services.

- 2.2 **Scope of Use.** All access to CaseLines is on a named individual (human) user basis by way of unique user-name and password. Only a single user may access CaseLines through any individual user account. All Users shall comply with the applicable subscription grant, as identified in the Order Form, and not attempt to circumvent it in any way. If requested, you shall provide us with information concerning your use of CaseLines. Consult the Order Form for specific usage limitations associated with your subscription.
- 2.3 **Administration.** Unless otherwise agreed with us, you are responsible for the administration of all access to CaseLines, including allocation and removal of access, and for the actions of all Users. You may only grant administration rights to identified Accounts Users. You are responsible for all access to CaseLines through you or your systems and for any breach of the terms of the Agreement as a result of such access (whether permitted to do so by you or not).

Account Users must assign applicable CaseLines service permissions to each Invited User.

- 2.4 **Responsibilities.** You are responsible for the terms on which you supply access to CaseLines products and services to Invited Users, their compliance with the terms of this Agreement and any support they may require. Invited Users’ access and use must only be made available in the manner and using the functionality we make available to you within CaseLines. You must not delete or alter Thomson Reuters proprietary notices or copyright notices. You will immediately terminate all Invited Users’ access when your Agreement for such subscription expires or is terminated.



2. USER CONTENT

User content is any information, data, materials or other content that you, Account Users or Invited Users upload or submit through CaseLines (“User Content”). All output, copies, reproductions, improvements, and modifications to User Content are themselves also User Content. For the avoidance of doubt, User Content does not include any information reflecting the access to and use of CaseLines by or on behalf of you, any Account User or Invited User, or any of our content including tools, data or information obtained from us or through one of our other products. As between you and Thomson Reuters, you exclusively own all rights, title and interest in your User Content. Without limiting the generality of the foregoing, we shall not use User Content for any purpose other than performing our obligations under the Agreement and shall limit access to and disclosure of User Content to our personnel who require access to perform our obligations under the Agreement. We shall not distribute, make available or otherwise disclose User Content or any part of it to any third party for any reason, unless specifically instructed or permitted by you or your Account Users or as otherwise expressly required by applicable laws. The parties acknowledge and agree that all User Content is considered confidential. If the Agreement expires or is terminated, you may request to maintain access to the CaseLines services for a period of transition after the effective date of the termination or expiration of the Agreement solely for the purpose of removing User Content that you wish to retain. Nothing in these CaseLines Product Specific Terms shall supersede any other terms between you and us for any of our other products.

**Attachment E, Ex-5 to
STATE OF OKLAHOMA CONTRACT WITH WEST PUBLISHING CORPORATION d/b/a WEST, a
Thomson-Reuters business**

RESULTING FROM SOLICITATION NO. 0900000514

The Addendum to Order Form supersedes all prior documents submitted by **WEST PUBLISHING CORPORATION d/b/a WEST, a Thomson-Reuters business** or discussed by the parties. The parties agree to use this Addendum to Order Form or a document substantially similar in the form of this Addendum to Order Form for each Customer Contract Document.

State of Oklahoma Contract ITSW1046A
Addendum to Order Form _____

Subscriber:
Account #:

The Order Form is amended to incorporate the terms of this Addendum.

This Order Form is entered into pursuant to Oklahoma Contract with Thomson Reuters (West Publishing Corporation) resulting from Solicitation No. RFP # 0900000514 (“ITSW1046A”), **Plan #** _____.

The terms and conditions of ITSW1046A take precedence over the terms and conditions of the Order Form. Any terms and conditions which expand liabilities or reduce rights and protections for the Subscriber or conflict with Oklahoma law are not agreed to by the Subscriber. Any terms and conditions provided via hyperlink or uniform resource locator address shall either not be binding on Subscriber or shall be replaced with the negotiated terms and conditions located in an applicable attachment to ITSW1046A. Notwithstanding any language in the Order Form, the Order shall not automatically renew; price increases shall be made pursuant to the pricing in ITSW1046A; and each Subscriber shall pay all charges in full within 45 days of receipt of invoice.

All other terms and conditions will remain unchanged.

Please have this document signed by your authorized representative and returned to us along with the signed Order Form.

SUBSCRIBER	WEST PUBLISHING COMPANY.
_____ (signature)	_____ (signature)
_____ (name: please print)	_____ (name: please print)
_____ (title)	_____ (title)
Date: _____	Date: _____

**Attachment E, Ex-6 to
STATE OF OKLAHOMA CONTRACT WITH WEST PUBLISHING CORPORATION d/b/a WEST, a
Thomson-Reuters business**

RESULTING FROM SOLICITATION NO. 0900000514

This West Order Form Template will be accompanied by the Addendum to Order Form
(Attachment E, Ex-5) for Customer orders under this Contract.

WEST ORDER FORM - CLEAR SERVICES

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



THOMSON REUTERS™

Check West account status below as applicable: Rep Name & Number _____

New ____ (NACI Form attached)

Existing with no changes ____ Existing with changes ____ (Permanent name change must attach a Customer Name Change Form)

Does Subscriber have an existing West account?

Yes If yes, please provide West account number _____

No

Acct # _____ Quote # _____ PO # _____ Date _____

Name/Subscriber _____ Bill To Acct # _____

Order Confirmation Contact Name _____

E-Mail _____

CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) _____

E-Mail _____ Telephone _____

CLEAR Primary Account Contact Name (general business contact) _____

E-Mail _____ Telephone _____

Federal Government Account Type Non-FEDLINK ____ FEDLINK ____ GSA ____

MSA Jurisdiction _____ Contract # _____ Option # _____

*** R E Q U I R E D ***

Permanent Address Change ____ **One-Time Ship To** ____ **Additional Ship To** ____ **Additional Bill To** ____

Name _____ Attn: _____

Address _____ Suite/Floor _____

City _____ State _____ County _____ Zip _____

I F N E E D E D

CLEAR Fixed Rate

Full Svc #	CLEAR Products	Quantity *	Monthly Banded/ Base Rate	Per User Rate	Other	Total Monthly Charges	Minimum Term (Months)

* Fill in the maximum number of Users, Alerts, Seats, Sworn Officers.

Notes:

Total Monthly Charges (Initial Term) \$ _____

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form. You are also responsible for all Excluded Charges, as defined below.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case. If you have an existing Per User CLEAR license and are using this Order Form to add additional users, the Minimum Term in your underlying Order Form will apply.

If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Government Subscribers Post-Minimum Term. At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges, as defined herein. Either of us may cancel Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-18033.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges, as defined herein. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

	Enterprise Law Enforcement Subscribers	
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You certify your total number of Sworn Officers is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

	CLEAR Batch Transactional	
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Full Svc #	CLEAR Batch Products	# of Users	Other

Notes:

Access to CLEAR Batch Transactional begins on the date we process your order and continues for 12 complete calendar months. You may select a longer Minimum Term by initialing below. CLEAR Batch Transactional charges are assessed when you access CLEAR Batch. To apply CLEAR Batch charges to a specific month, the batch request must be submitted at least five (5) business days prior to the end of the month. Transactional charges are calculated based upon our then current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Initial below for a longer Minimum Term.

___ **24 Month Minimum Term.**

___ **36 month Minimum Term.**

Government Subscribers Post-Minimum Term. At the end of the Minimum Term your subscription will automatically renew. Schedule A rates may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Automatic Renewal for Non-Government Subscribers Only. If you are a non-government customer, your subscription will automatically renew at the end of its Minimum Term. Schedule A rates may change after at least 30 days written or online notice. Either of us may cancel the renewal in writing at least 60 days before a renewal period starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Office Use Only
OF instruct: <u>Enter a discount of 100% - in the Condition Group 1 field on Additional Data A tab.</u>

CLEAR Window							
Full Svc #	CLEAR Window Products	# of Users	List	Other	Monthly Charges	Monthly Window	Minimum Term (Months)
Notes:							

Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. Monthly Charges are due regardless of the level of your usage. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges, you are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then current Schedule A rate. You are also responsible for all Excluded Charges. Schedule A rates may change upon at least 30 days written or online notice. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Monthly Pricing Attachment to the Order Form.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case.

Government Subscribers Post-Minimum Term. At the end of the Minimum Term your subscription will automatically renew and your Monthly Charges will be billed at up to our then current rate. Thereafter, we may modify the Monthly Charges after at least 60 days notice. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 0% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges, as defined below. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Subscriber Certification Section Required for all accounts that interact with, manage or house inmates or detainees.	
Subscriber Certifications must be completed for every order, including renewals.	
By initialing below, Subscriber certifies its understanding and acceptance of the security limits of CLEAR and responsibility for controlling product, Internet and network access:	
_____	Subscriber's Initials. Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is Subscriber's responsibility to control access to the Internet.
_____	Subscriber's Initials. Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL. Subscriber will design, configure and implement its own security configuration.
_____	Subscriber's Initials. Subscriber will not use any Data nor distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.
_____	Subscriber's Initials. Subscriber will only access CLEAR for administrative or internal business purposes. All use will fully comply with the following restrictions: <ul style="list-style-type: none"> • In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to CLEAR or CLEAR data. • Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access. • No access shall be outsourced or otherwise provided to third parties. • Subscriber is solely responsible for ensuring that sensitive information is not made available beyond its stated permissible use.

IP Address Section
Only External IP Address(es) or Range(s) Must Be Provided

Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements must be provided for all CLEAR orders:

- IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited.
- IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255.
- All IP addresses must be IPv4 addresses.

Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber

Subscriber's Internet Service Provider Name _____

Provide IP Address(es) or IP Address Range(s) below Additional page(s) may be attached if needed

Beginning IP Address _____ Ending IP Address _____

Beginning IP Address _____ Ending IP Address _____

CLEAR Subscribers may receive roaming access to CLEAR by default. Roaming access permits use outside your designated IP Address/Range. We may, at our option, block roaming access.

_____ Initial here if you would like us to block roaming access.

If you do not know your company's external IP address(s), try the following:

1. Contact your network administration, firewall or security team
2. Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)
3. Go to the following URL in your browser: <https://signon.thomsonreuters.com/aboutme> or <http://www.whatismyip.com> to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)

REQUIRED

Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)

Name (please print) _____

Telephone _____

E-Mail _____

IF APPLICABLE

CLEAR Users, My Account Administrator and Authorized QuickView+ User

Last Name	First Name	E-mail Address	CLEAR Products	IN	AD	AN	SV	TC

If necessary, use additional pages and include full name, email address, and user type.

User Type Key

IN = Investigator
 AD = Administrator
 AN = Analyst

SV = Supervisor
 TC = Technical

My Account is provided as a service to you for user management:

Last Name _____ First Name _____ E-Mail _____
 (Required)

QuickView+ is provided as a service to you for estimating your charges. Actual charges billed may vary from Quickview+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com> Identify which password holder you would like to have Quickview+ access.

Last Name _____ First Name _____ E-Mail _____
 (Required)

	CLEAR Fixed Rate Renewals Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.	
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Sub Matl #	CLEAR Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)
Notes				

Monthly Charges for the Initial Renewal Year are set forth above, and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. You are also responsible for all Excluded Charges as defined below. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (Form #1113) to the Order Form.

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

Government Subscribers Post-Renewal Term. At the end of the Renewal Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges, as defined below. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Renewal Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges, as defined below. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

	CLEAR Window Renewals Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.	
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Sub Matl #	CLEAR Products	Current Monthly Charges*	Renewal Term (Months)
Notes			

* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before this Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges are due regardless of the level of your usage. The Monthly Window will remain unchanged. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. You are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Schedule A rates may change upon at least 30 days written or online notice. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Monthly Pricing Attachment to the Order Form.

To apply CLEAR charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Government Subscribers Post-Renewal Term. At the end of the Renewal Term our Monthly Charges will be billed at up to our then current rate. Thereafter, we may modify the Monthly Charges after at least 60 days notice. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Renewal Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length and include a 0% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

CLEAR Products to be Lapsed	
Full Svc #	CLEAR Products
Miscellaneous	

1. **Thomson Reuters General Terms and Conditions**, apply to all products ordered, except print and is located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf. The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at legalsolutions.com/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event of a conflict between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

2. **Applicable Law.** If you are a state or local governmental entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

3. **Excluded Charges.** If you access CLEAR services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf>. Excluded Charges may change after at least 30 days written or online notice.

4. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys’ fees.

5. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

6. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

7. **Regulated Data.** Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

8. **CLEAR System to System.**

- a. We will issue one (1) entity-wide password for System to System access which will not be assigned to individual users. We will provide you with a security certificate that you must install on your systems in order to access our system(s). You will be required to provide the Internet Protocol (“IP”) Addresses or IP Address Range in order to access CLEAR. IP Addresses assigned to jurisdictions outside the United States or in West-designated United States Territories are prohibited. You will implement any other security measures we deem necessary. We retain the right to temporarily or permanently block access if your use of the system, including but not limited to high search volume, is compromising the stability or integrity of our systems.
- b. We may provide one (1) entity-wide, non-transferrable, limited license with limited access to CLEAR for your internal testing and maintenance purposes. Testing access may only be used for functional testing, and counts toward any usage volumes under your CLEAR subscription. You are expressly prohibited from conducting any load testing, as determined in our sole discretion. You represent and warrant that all testing and maintenance will be conducted in strict accordance with our guidelines and instructions, and this agreement

9. **CLEAR Subscribers via an Integrator and CLEAR System to System.** In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in paragraph 8 above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

ACKNOWLEDGMENT

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

Printed Name _____

Title _____

Date _____

Signature X

For Credit Card Transactions only:	Visa _____	Master Card _____	Am Ex _____
Card # _____	Expir. Date _____	Total Amt. to Charge for this Order _____	
Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.			

**Attachment E, Ex-7 to
STATE OF OKLAHOMA CONTRACT WITH WEST PUBLISHING CORPORATION d/b/a WEST, a
Thomson-Reuters business**

RESULTING FROM SOLICITATION NO. 0900000514

This West CLEAR Form Template will be accompanied by the Addendum to Order Form
(Attachment E, Ex-5) for Customer orders under this Contract.



<u>Check West account status below as applicable:</u>		Rep Name & Number _____
New _____ (NACI Form attached)		
Existing with no changes _____ Existing with changes _____ (Permanent name change must attach a Customer Name Change Form)		
Does Subscriber have an existing West account?		
<input type="checkbox"/> Yes If yes, please provide West account number _____		
<input type="checkbox"/> No		
Acct # _____	Quote # _____	PO # _____ Date _____
Name/Subscriber _____		Bill To Acct # _____
Order Confirmation Contact Name _____		
E-Mail _____		
CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) _____		
E-Mail _____		Telephone _____
CLEAR Primary Account Contact Name (general business contact) _____		
E-Mail _____		Telephone _____
MSA Jurisdiction _____	Contract # _____	Option # _____
Permanent Address Change _____		One-Time Ship To _____ Additional Ship To _____ Additional Bill To _____
Name _____ Attn: _____		
Address _____		Suite/Floor _____
City _____	State _____	County _____ Zip _____

*** R E Q U I R E D ***

I F N E E D E D

	CLEAR ProFlex Fixed Rate	
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Full Svc #	CLEAR ProFlex Products	# of Users	Monthly Banded Rate	Other	Total Monthly Charges
41308780	CLEAR ProFlex				

Notes:

Total Monthly Charges \$ _____

Monthly Charges begin on the date West Publishing Corporation (“West”, “we” or “our”) processes your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the following 12 complete calendar months (“Minimum Term”). Subscriber (“you” or “I”) is also responsible for all Excluded Charges. Excluded Charges are charges for accessing CLEAR services data that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case. If you have an existing Per User CLEAR license and are using this Order Form to add additional users, the Minimum Term in your underlying Order Form will apply.

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you elect to terminate any of your ProFlex Products and/or locations during your subscription terms, the Total Monthly Charges will not be adjusted.

We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Initial below for a longer Minimum Term.

_____ **24 month Minimum Term.** Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____ **36 month Minimum Term.** Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

When your Minimum Term terminates, the following will apply.

Post Minimum Term for Government Subscribers. At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

Enterprise Law Enforcement Subscribers

You certify that you have up to _____ sworn officers in your employ at the location identified above and all locations listed on the ProFlex Addendum/Attachment. Our pricing is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

Subscriber Certification Section Required for all accounts that interact with, manage or house inmates or detainees.

Subscriber Certifications must be completed for every order, including renewals.

By initialing below, Subscriber certifies its understanding and acceptance of the security limits of CLEAR and responsibility for controlling product, Internet and network access:

_____ **Subscriber's Initials.** Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is Subscriber's responsibility to control access to the Internet.

_____ **Subscriber's Initials.** Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL. Subscriber will design, configure and implement its own security configuration.

_____ **Subscriber's Initials.** Subscriber will not use any Data nor distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

_____ **Subscriber's Initials.** Subscriber will only access CLEAR for administrative or internal business purposes. All use will fully comply with the following restrictions:

- In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to CLEAR or CLEAR data.
- Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access.
- No access shall be outsourced or otherwise provided to third parties.
- Subscriber is solely responsible for ensuring that sensitive information is not made available beyond its stated permissible use.

IP Address Section
Only External IP Address(es) or Range(s) Must Be Provided

Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements must be provided for all CLEAR orders:

- IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited.
- IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255.
- All IP addresses must be IPv4 addresses.

Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber

Subscriber's Internet Service Provider Name _____

Provide IP Address(es) or IP Address Range(s) below
 Additional page(s) may be attached if needed

Beginning IP Address	_____	Ending IP Address	_____
Beginning IP Address	_____	Ending IP Address	_____
Beginning IP Address	_____	Ending IP Address	_____
Beginning IP Address	_____	Ending IP Address	_____

R E Q U I R E D

CLEAR Subscribers may receive roaming access to CLEAR by default. Roaming access permits use outside your designated IP Address/Range. We may, at our option, block roaming access.

_____ Initial here if you would like us to block roaming access.

If you do not know your company's external IP address(s), try the following:

1. Contact your network administration, firewall or security team
2. Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)
3. Go to the following URL in your browser: <https://signon.thomsonreuters.com/aboutme> or <http://www.whatismyip.com> to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)

Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)

Name (please print) _____

Telephone _____

E-Mail _____

I F A P P L I C A B L E

CLEAR My Account Administrators and Authorized QuickView+ User

My Account is provided as a service to you for user management, general account information and granting access to other My Account users. Identify which person you would like as your My Account Administrator:

Last Name _____ First Name _____ E-Mail _____ (Required)

QuickView+ is provided as a service to you for estimating your charges. Actual charges billed may vary from Quickview+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com> Identify which password holder you would like to have Quickview+ access:

Last Name _____ First Name _____ E-mail _____

	CLEAR ProFlex Fixed Rate Renewals Subscriber Certification section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.	
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Sub Matl #	CLEAR ProFlex Products	Current Monthly Charges*

* I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing services that are not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

Initial below for Renewal Term.

_____ **12 month Renewal Term.** Monthly Charges for the first 12 months will be _____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

_____ **24 month Renewal Term.** Monthly Charges for the first 12 months will be _____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____ **36 month Renewal Term.** Monthly Charges for the first 12 months will be _____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

Post Renewal Term for Government Subscribers. At the end of the Renewal Term, and your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

CLEAR Products to be Lapsed		
Sub Matl #	Product(s) Description	Account #/Location

Miscellaneous

1. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you will pay our collection costs including attorneys' fees.

2. **Settling a Disputed Balance.** Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

3. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

4. **Excluded Charges.** If you access CLEAR services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf>. Excluded Charges may change after at least 30 days written or online notice.

5. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card or debit and electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

6. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

7. **Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

8. **Thomson Reuters General Terms and Conditions,** are located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf and apply to all products ordered, purchased or licensed on this Order Form except print. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

9. **Regulated Data.** Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

10. **CLEAR Subscribers via an Alliance Partner.** In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in paragraph 8 above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

ACKNOWLEDGMENT

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

Printed Name _____

Title _____

Date _____

Signature X _____

For Credit Card Transactions only: Visa _____ Master Card _____ Am Ex _____

Card # _____ Expir. Date _____ Total Amt. to Charge for this Order _____

Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

**Attachment E, Ex-8 to
STATE OF OKLAHOMA CONTRACT WITH WEST PUBLISHING CORPORATION d/b/a WEST, a
Thomson-Reuters business**

RESULTING FROM SOLICITATION NO. 0900000514

This West ProFlex Order Form Template will be accompanied by the Addendum to Order Form (Attachment E, Ex-5) for Customer orders under this Contract.



<u>Check West account status below as applicable:</u>				Rep Name & Number _____	
New _____ (NACI Form attached)		Existing with Increase Credit Limit _____ (NACI Form attached)			
Existing with no changes _____		Existing with changes _____ (Permanent name change must attach a Customer Name Change Form)			
Acct # _____	Quote # _____	PO # _____	Date _____		
Name/Subscriber _____			Bill To Acct # _____		
Order Confirmation Contact Name _____					
E-Mail _____					
Password Contact Name (for password delivery) _____					
E-Mail _____					
Time and Billing Contact Name _____					
E-Mail _____					
MSA Jurisdiction _____		Contract # _____		Option # _____	
Permanent Address Change _____		One-Time Ship To _____		Additional Ship To _____	
Additional Bill To _____		Name _____ Attn: _____			
Address _____				Suite/Floor _____	
City _____		State _____		County _____ Zip _____	

*** R E Q U I R E D ***

I F N E E D E D

ProFlex Products						
Full Svc #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Quantity *	Monthly Banded Rate	Other	Total Monthly Charges	Minimum Term (Months)
40757482	ProFlex					

Notes:

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Conc. Patron Users, Active Legal Holds, and Quantity of Additional Storage.

Total Monthly Charges (initial Term) \$ _____

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form. You are also responsible for all Excluded Charges as defined below.

If you previously subscribed under a Special Offer Amendment/Exhibit the effective date of this Order Form is the first day of the month following the date we process your order.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

Post Minimum Term for Government Subscribers. At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges, as defined below. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges, as defined herein. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803. If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order. For concurrent Patron Access subscribers at multiple locations, the concurrent access will be limited by the quantity of Patron Access users by location, as identified on the ProFlex Addendum/Attachment.

	Banded Products Subscriptions	
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You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Internal Corporate Use Only	BND
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Technical Contact for Westlaw Patron Access	
Technical Contact Name (please print): _____	
Telephone: _____	
E-Mail Address: _____	
Current Account #: _____	
Patron Access: IP Address: _____	
<small>One IP Address per terminal. Additional pages may be attached if needed.</small>	
IP Address Range _____	
<small>* Orders submitted without IP Address information may delay set up and access</small>	
For Internal Office Use Only OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59	

	ProFlex Renewals	
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Sub Matl #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)

Monthly Charges for the Initial Renewal Year are set forth above, and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. You are also responsible for all Excluded Charges, as defined below. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (Form #1113) to the Order Form.

Post Renewal Term for Government Subscribers. At the end of the Renewal Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges, as defined herein. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges, as defined herein. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803. If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

	Online/CD-ROM Products to be Lapsed	
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Full Svc #	Online/CD-ROM Products	Account #/Location

	Westlaw Roaming	
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If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

_____ **Initial to block roaming access**

	Miscellaneous	
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1. **Thomson Reuters General Terms and Conditions**, apply to all products ordered, except print and is located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf. In the event of a conflict between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

2. **Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

3. **Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://legalsolutions.com/schedule-a-concourse-case-notebook-hosted>. Excluded Charges may change after at least 30 days written or online notice.

4. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

5. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

6. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

7. **Transportation Charges.** Print and CD-ROM Products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at our then current carrier rate.

8. **Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at legalsolutions.com/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- CD-ROM
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

ACKNOWLEDGMENT

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

Printed Name _____

Title _____

Date _____

Signature X _____

For Credit Card Transactions only:	Visa _____	Master Card _____	Am Ex _____
Card # _____	Expir. Date _____	Total Amt. to Charge for this Order _____	
Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.			

**Attachment E, Ex-9 to
STATE OF OKLAHOMA CONTRACT WITH WEST PUBLISHING CORPORATION d/b/a WEST, a
Thomson-Reuters business**

RESULTING FROM SOLICITATION NO. 0900000514

This West Special Offer Order Form will be accompanied by the Addendum to Order Form
(Attachment E, Ex-5) for Customer orders under this Contract.

WEST ORDER FORM – SPECIAL OFFER

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



THOMSON REUTERS™

SUBSCRIBER INFORMATION				
Account	89999999	Contact Name		
Name	Sample Customer	Title		
Address Line 1		Email		
Address Line 2		Phone		
OFFER INFORMATION				
Agreement Number	XXXXX	Effective Date	08/01/2020	
Material ID	Subscribed Products & Services	Authorized Users	Subscription Periods	Monthly Charges
Material ID	Subscribed Products & Services	Authorized Users	Subscription Periods	Monthly Charges
Material ID	Subscribed Products & Services	Authorized Users	Subscription Periods	Monthly Charges

- The General Terms and Conditions.** The Thomson Reuters General Terms and Conditions located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf apply to all products licensed on this order form. Paragraph 10 (a) of the Thomson Reuters General Terms and Conditions does not apply and this order form will not automatically renew, unless otherwise stated below. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this order form, the terms of this order form control.
- Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt.
- Excluded Charges.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://legalsolutions.com/schedule-a-library-government>, and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.
- Returns and Refunds.** Charges for Westlaw (including Westlaw China, Campus Research, Paralegal, Patron Access and Correctional Facilities), CLEAR (including CLEAR Cap), Monitor Suite, ProView eBooks, West LegalEdcenter, Software, TREWS, Serengeti, Practice Solutions, Library Maintenance Agreement and Special Offer/print agreements are not refundable. Please see static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.
- Transportation Charges.** Print products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at then-current carrier rates.
- Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this 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 United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.
- Confidentiality.** You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.
- Termination.** This ordering document shall terminate simultaneously with termination of the General Terms and Conditions.
- Settling a Disputed Balance.** Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.
- 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.

This Offer expires July 29, 2020 at 7:00 p.m. CT.

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11. **Material Change.** If, at any time during the term of this ordering document, there is a material change in your organizational structure including, but not limited to merger, acquisitions, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.
12. **Westlaw and CLEAR Products Only.** Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree and warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decision and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions. You may transmit Westlaw data electronically using a feature in the information product or print and share that information product data as necessary in the regular course of your business.
13. **CLEAR Credentialing.** You will not receive access to CLEAR services until your credentials have been verified by us.
13. **CLEAR Services System to System.**
 - (a) We will issue 1 entity-wide password for System to System access which will not be assigned to individual users. We will provide you with a security certificate that you must install on your systems in order to access our system(s). You will be required to provide the Internet Protocol (IP) Addresses or IP Address Range in order to access CLEAR. IP Addresses assigned to jurisdictions outside the United States or in West-designated United States Territories are prohibited. You will implement any other security measures we deem necessary. We retain the right to temporarily or permanently block access if your use of the system, including but not limited to high search volume, is compromising the stability or integrity of our systems.
 - (b) We may provide 1 entity-wide, non-transferrable, limited license with limited access to the CLEAR services for your internal testing and maintenance purposes. Testing access may only be used for functional testing and will include up to 5,000 transactions per calendar year (partial years to be prorated) at no charge. You are expressly prohibited from conducting any load testing or running any production transactions without our prior written approval. You are responsible for all overages or production transactions run through the testing environment. We will invoice these transactions at then-current commercial rates. You represent and warrant that all testing and maintenance will be conducted in strict accordance with our guidelines and instructions, and this agreement.
14. **Batch Ongoing Testing and Maintenance.** We may provide you with 1 entity-wide, non-transferrable, limited license with limited access to the Batch services for your internal testing and maintenance purposes only. Your testing access may only be used for functional testing and is limited to no more than 5,000 transactions per calendar year (partial years to be prorated) at no charge. You are expressly prohibited from conducting any load testing or running any production transactions without our prior written approval. You are responsible for any overages or production transactions run through the testing environment. We will invoice these transactions at then-current commercial rates. You represent and warrant that all testing and maintenance will be conducted in strict accordance with our guidelines and instructions and this agreement.
16. **CLEAR Usage Limitation.** This provision does not apply to any of your Cap subscriptions. If the transactional value of your CLEAR usage exceeds the following Monthly Subscription Period limits, we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate.

Subscription Period	Monthly Usage Limit

17. **CLEAR Sworn Officers.** The Monthly Charges are determined by your sworn officer count and is based on your stated sworn officer count of TBD. You hereby certify that this sworn officer count is correct as of the Effective Date of this ordering document.
18. **Library Maintenance Agreement.** You currently subscribe to our print products. You desire to maintain your subscription to those titles at predictable monthly pricing through this library management arrangement ("LMA") and you will receive updates as well. After the last Subscription Period and if the parties are not able to enter into a superseding LMA, you will continue to receive the print products described in the attached LMA Products grid; all of which will be billed separately at then-current rates. You will provide 60 days advance written notice if you will not be entering into a superseding LMA. Either party may cancel these products at any time after the last Subscription Period upon written request. Information regarding the frequency and updates of our print products is available from your West sales representative. The LMA is not subject to the General Terms and Conditions reference in section 1.

This Offer expires July 29, 2020 at 7:00 p.m. CT.

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19. **LMA Swap.** the end of any complete subscription period you may swap print titles listed within the Subscriber Information Exhibit for the following subscription period with 30 days prior written notice. The title changes will be memorialized in a document that is signed by both parties. The value of the swapped titles may not exceed 5% of the annualized monthly charges for that period. The monthly charges are fixed and will not decrease should a deficit occur because of the swap. If the value of the replacement titles is greater than the value of the titles removed, monthly charges will be increased based on the net difference.
20. **HighQ One Time Fee.** In addition to the Monthly Charges listed above, at the inception of this ordering document, you will pay a one-time fee of \$2,000.
21. **HighQ Terms and Conditions.** The following terms apply to access to the HighQ Products and are incorporated by reference into this ordering document:
 - a) HighQ Product Specific Terms, located at <http://tr.com/HighQ-PST>
 - b) HighQ Information Security, located at <http://tr.com/HighQ-InfoSec>
22. **HighQ SLA.** We provide service availability, maintenance and support for the HighQ Products. Details are available at:
 - a) HighQ Service Availability, Maintenance, and Support, located at <http://tr.com/HighQ-SLA>
23. **HighQ Intranet.** Included with your HighQ subscription is 1 GB of storage for each Core Internal User ("Authorized User" or "User") license.
24. **HighQ Extranet.** Included with your HighQ subscription is 1 GB of storage and 5 Designated Other Users per each Core Internal User ("Authorized User" or "User") license.
25. **Document Automation.** For each Document Automation Core Internal User ("Authorized User" or "User") you may allow access to Document Automation to up to 5 Designated Other Users.
26. **Litera/Workshare Terms of Use:** You agree that the following terms of use apply to your access to the Litera/Workshare integration and are incorporated into this Agreement by reference: <https://support.litera.com/s/eula-current>.
27. **Case Center Product and Services.** Your account allows for unlimited users and unlimited case uploads by the Subscriber.
28. **Score of Onboarding/Implementation Services/Fee.** The scope of services for the Onboarding Fees are defined in the detailed Statement of Work, Attachment 1, hereby attached and incorporated into the terms of this Agreement. Any additional Services required will be ordered separately at a rate of \$210 per hour.
29. **Case Center Terms and Conditions.** The Case Center Product Specific Terms and Conditions located at <http://tr.com/CaseLines-PST> apply to the products licensed on this Order Form. In the event that there is a conflict of terms between the Case Center Product Specific Terms and Conditions and this Order Form, the terms of the Order Form control.
30. **Publicity.** You commit to supporting us by providing authorization for a) press releases at time of contract signing; b) qualifications; c) references; and d) participation in co-developed marketing events (conferences, seminars, white papers, etc.) at agreed upon intervals.
31. **Hours of Availability for Professional Services and Support.** We will provide the Professional Services during our normal business hours, which means Monday through Friday, between 8:00 a.m. and 7:00 p.m. central time, and excluding any and all then-current holidays which we observe. If you ask us to provide Professional Services outside of our normal business hours (or "After Hours"), we are under no obligation to do so. Technical and product questions should be directed to West at +1(800) 350-0960 (US).
32. **TBD Monthly Cap.** Charges for the value of the TBD actual usage per month are waived up to the following amounts (the "Monthly Cap"). You will pay the Monthly Charges and all charges in excess of the Monthly Cap (discounted TBD%).

Subscription Period	Monthly Cap

**Attachment E, Ex-10 to
STATE OF OKLAHOMA CONTRACT WITH WEST PUBLISHING CORPORATION d/b/a WEST, a
Thomson-Reuters business**

RESULTING FROM SOLICITATION NO. 0900000514

This Westlaw Account Validation and Certification will be accompanied by the Addendum to Order Form (Attachment E, Ex-5) for Customer orders under this Contract.



Account Validation and Certification (AVC) Form
Westlaw and CLEAR (Government)

Subscriber Information	
Account Number (if applicable) _____	
Full Legal Name/Entity _____	
Business Unit/Dept/Agency _____	
The applicant's address below is (please check one): <input type="checkbox"/> a Commercial Location <input type="checkbox"/> a Residence (i.e. a home-based business)	
Street Address _____	
City _____	Country (if not US) _____
State _____	Zip _____
Main Organization Telephone _____	Location/Contact/Ext Telephone _____
Cell Phone (if no land line available) _____	E-Mail Address _____
Website _____ <input type="checkbox"/> Check here if no website available	
West products have implemented Multi-Factor Authentication and in order to access the public records products you must supply a valid External IP Address or IP Range belonging to your organization that meets the following requirements:	
<ul style="list-style-type: none"> • IP Addresses assigned to jurisdictions outside the United States or West-approved U.S. Territories are prohibited • IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255. • All IP addresses must be IPv4 addresses. • If you do not know your External IP address(es), try the following: <ul style="list-style-type: none"> ○ Contact your network administration, firewall or security team ○ Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.) 	
Go to the following URL in your browser: http://tools.whois.net/yourip/ or http://www.whatismyip.com to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)	
Internet Service Provider Name: _____	
IP Address: _____	
IP Address Range: _____	
Beginning IP Address: _____	Ending IP Address: _____
Beginning IP Address: _____	Ending IP Address: _____

REQUIRED

ALL REQUESTED INFORMATION MUST BE PROVIDED OR YOUR ORDER MAY BE DELAYED OR PRODUCT ACCESS LIMITED

SUBSCRIBER INFORMATION

Select Type of Government

- US – Federal
- US – State
- US – Local
- Tribal Government
- Other Government: _____

(Please describe)

Select Type of Academic Institution

- Privately Funded Academic Institution (non-government funded)
- Government Funded Academic Institution US – State

DATA USE INFORMATION

Do your end users have arrest powers?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Will you be using the product in relation to the collection of consumer debt (i.e., financial obligations of a consumer relating to a transaction for personal, family, or household purpose)?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Will you have end users at any location(s) other than at the address listed above? – If yes, please attach a completed Addendum to Account Validation and Certification Form – Multiple Locations.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Are you requesting “unmasked data” or full display of full Security Numbers, full Date of Birth and/or Driver’s License information? – If yes, please attach a completed Addendum to Account Validation and Certification Form – Unmasked Data Request	<input type="checkbox"/> No	<input type="checkbox"/> Yes

Will you use the product, in whole or in part, for any consumer-initiated application in order to determine an individual's eligibility for employment, credit, housing or insurance for personal, family, household or government benefit-related purposes? No Yes

If you are using World-Check data in order to screen an individual, either in their individual capacity or in relation to a business, to determine whether to enter into a business relationship, you understand and agree that you must direct your search subject to the World-Check Privacy Statement located at, <https://risk.thomsonreuters.com/en/terms-of-business/world-check-privacy-statement.html> Agreed N/A

Describe in detail your purpose/use case for using this product:

PERMISSIBLE USE SELECTIONS

Permissible Use under Gramm Leach Bliley Act

Your use of certain consumer data within the product is limited by the U.S. Gramm-Leach-Bliley Act (15 U.S.C. §§6801 et. seq.). In order to access this data you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the "no permissible use" option

- You certify there is no permissible use
- For use by a person holding a legal or beneficial interest relating to the consumer
- For use in complying with federal, state, or local laws, rules, and other applicable legal requirements
- For use as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer
- For use in complying with a properly authorized civil, criminal, or regulatory investigation, subpoena, or summons by federal, state, or local authorities
- For use to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability
- For use by any Law Enforcement Agency, self regulatory organizations or for an investigation on a matter related to public safety
- To persons acting in a fiduciary or representative capacity on behalf of the consumer
- For required institutional risk control or for resolving consumer disputes or inquiries
- With the consent or at the direction of the consumer

Permissible Use under Drivers Privacy Protection Act

Your use of certain drivers record and vehicle data is limited by the U.S. Drivers Privacy Protection Act (18 U.S.C. §§2721 et seq.). In order to access this data you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the "no permissible use" option.

- You certify there is no permissible use
- For official use by a Court, Law Enforcement Agency or other Government agency
- To verify or correct information provided to you by a person in order to prevent fraud, pursue legal remedies or recover a debt; skip tracing
- For use in connection with a civil, criminal or arbitral legal proceeding or legal research
- For use in connection with an insurance claims investigation or insurance antifraud activities

NEXT STEPS

- The information provided on this AVC form will be reviewed by our internal credentialing team and, if required, an onsite inspection will be conducted by Thomson Reuters authorized third party. To coordinate the onsite inspection, the third party will contact you directly to arrange a convenient day and time for the visit. Law enforcement agencies and federal and state government agencies are not required to complete an onsite inspection.
- The inspector will seek to verify, among other things, the physical, technical and/or administrative safeguards in place to keep Thomson Reuters data safe and confidential.
- The onsite inspection will last approximately 30 minutes, during which time the inspector will ask certain questions and gather observations intended to validate the information provided on this AVC Form. In addition, as is customary in the industry, the inspector will take a few photos of the premises, internal and external, to document your physical location as well as security measures and safeguards. At the time of the inspection, it is important that you assign an individual(s) capable of answering pertinent questions to meet with the inspector.
- Please provide the name phone number and Email address of the person you would like us to contact to schedule the required on-site inspection:

Name: _____ **E-Mail Address:** _____
Phone Number: _____

Has Thomson Reuters onsite inspected any of your locations in the last 6 months? No Yes

Account Name: _____ Account Number: _____

If yes, approximately when was the onsite preformed: _____

	CERTIFICATIONS	
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By signing below you certify that:

- **YOU UNDERSTAND THAT THOMSON REUTERS IS NOT A CONSUMER REPORTING AGENCY AND THIS SERVICE DOES NOT CONSTITUTE A “CONSUMER REPORT” AS SUCH TERM IS DEFINED IN THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C.A. §§ 1681 ET SEQ. YOU ARE STRICTLY PROHIBITED FROM USING ANY DATA, IN WHOLE OR IN PART, AS A FACTOR IN ESTABLISHING A CONSUMER’S ELIGIBILITY FOR CREDIT, INSURANCE, EMPLOYMENT, OR FOR ANY OTHER PURPOSE AUTHORIZED UNDER THE FCRA OR AS THE BASIS FOR TAKING ADVERSE ACTION REGARDING ANY CONSUMER APPLICATION.**
- End users will access and use the data, including personally identifiable information, in accordance with all applicable laws, rules, and regulations. No individual shall access records that require a permissible use unless such a permissible use exists. It is your responsibility to seek guidance and clarification in case of any questions about the proper use of a product. **YOU ARE RESPONSIBLE FOR ANY UNAUTHORIZED COLLECTION, ACCESS, USE, AND DISCLOSURE OF ANY DATA ACCESSED THROUGH OUR PRODUCTS.**
- You will ensure that Thomson Reuters products are accessed and used in a manner that always preserves the strict confidentiality of all data. You agree to put processes in place to ensure that you and all authorized users comply with the following both when working from your authorized business location(s) and remotely: (1) products will only be accessed through password protected Wi-Fi networks, virtual private networks, and other secure applications and methods of communications, (2) all security measures on laptops and other devices will be activated before accessing our products, (3) authorized users will never extract or store data remotely on laptops or mobile devices, (4) authorized users will not write down or maintain any data in an unsecure fashion in any form, (5) laptops or device screens will not be visible through exterior windows when accessing our products, (6) authorized users will not access products in a public areas or where conversations could be overheard, and (7) authorized users will not allow anyone to use their work laptop or other device for any reason.
- You will maintain a comprehensive information security program, including systems, facilities, and procedures to safeguard the data and that you have experience in maintaining the confidentiality, security, and appropriate use of such information.
- You agree to immediately notify Thomson Reuters of any actual or suspected breach or access to data that may result in the unauthorized collection, access, use or disclosure of any data. You agree to make all reasonable efforts to assist Thomson Reuters and our data providers in relation to any investigation, claim, litigation or other action related to your access, use or disclosure of data.
- You and your end users are not and will not be involved in credit fraud, identification theft, stalking, harassment, any unethical business practices or illegal activity nor will you further such activities by your customers.
- All information provided on this AVC Form and addendum(s) is true and correct and is applicable to all of your authorized users and locations. You will immediately notify Thomson Reuters of any changes to the information provided in this form or during the credentialing process, including location changes. You understand that Thomson Reuters may periodically require you to re-certify the information provided herein.
- You are an authorized signatory for this account.

AUTHORIZED REPRESENTATIVE:

Print Name: _____
Title: _____
Date: _____
Signature: _____

Once this document is completed and signed by an authorized representative, please provide it to your West Sales Consultant with a signed order or fax it to 866-294-1042 or email to west.avtcredentials@thomson.com.

All information is subject to verification and approval by West.

**Attachment E, Ex-11 to
STATE OF OKLAHOMA CONTRACT WITH WEST PUBLISHING CORPORATION d/b/a WEST, a
Thomson-Reuters business**

RESULTING FROM SOLICITATION NO. 0900000514

This Westlaw AVC Multi Location Form will be accompanied by the Addendum to Order Form (Attachment E, Ex-5) for Customer orders under this Contract.



Subscriber Information	
Primary Account Number	_____
Full Legal Name/Entity	_____

	Location Information	
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Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Please list additional locations on page 2.

	Certifications	
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By completing and submitting this form you are requesting access to Thomson Reuters public records data for your authorized users at the above listed location(s). You understand and agree that each location where your authorized users are located is subject to satisfactory completion of an onsite inspection. By signing below you certify that: (1) all users under your account will limit use of the data for your legitimate business purposes only and as indicated on your account validation and certification (AVC) form, (2) you will maintain a comprehensive information security program, including systems, facilities, and procedures in each location to safeguard the Thomson Reuters data, (3) you have experience in maintaining the confidentiality, security, and appropriate use of such information, (4) all data use will be in strict accordance with your subscription agreement, and (5) you will timely update this form if you need to add additional locations. This Addendum is incorporated by reference into your AVC form.

AUTHORIZED REPRESENTATIVE:

Print Name: _____
 Title: _____
 Date: _____
 Signature: _____

Once this document is completed and signed by an authorized representative, please provide it to your West Sales Consultant with a signed order or fax it to 866-294-1042 or email to west.avtcredentials@thomson.com.

All information is subject to verification and approval by West/Thomson Reuters.

Additional Account Information

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

**Attachment E, Ex-12 to
STATE OF OKLAHOMA CONTRACT WITH WEST PUBLISHING CORPORATION d/b/a WEST, a
Thomson-Reuters business**

RESULTING FROM SOLICITATION NO. 0900000514

This Westlaw AVC Unmasked Data Form Template will be accompanied by the Addendum to Order Form (Attachment E, Ex-5) for Customer orders under this Contract.



Addendum to Account Validation and Certification Form – Unmasked Data Request

Subscriber Information

Account Number: _____

Full Legal Name/Entity: _____

West/Thomson Reuters seeks to balance overall individual privacy needs and concerns with the legitimate business information needs of specific entities as allowed by U.S. Gramm Leach Bliley Act (15 U.S.C. § 6821 et seq.) (U.S. GLB), U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) (U.S. DPPA) U.S. Bipartisan Budget Act of 2013 (42 U.S.C. §1306 et seq.), and other applicable laws. As a general rule, sensitive data in our products is truncated. In order to help ensure that access to unmasked sensitive data is warranted, we limit access to qualified accounts only.

By completing the information and signing below, you understand that you are requesting that unmasked or full display of Social Security Numbers, Date of Birth and/or Driver’s License information be added or removed from the accounts indicated below.

	DATA USE INFORMATION	
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Describe your type of business: _____

Describe why you need access to sensitive unmasked data: _____

CLEAR SUBSCRIBERS: All Users will be granted access to the same type of sensitive personal information:

- ADD** to all Users on the main account listed above (including all account locations)
- REMOVE** from all Users on the account listed above

WESTLAW SUBSCRIBERS: Please list the individual users whose access to sensitive personal information should be modified and indicate if the access is to be added or removed (use additional pages if necessary).

Last Name	First Name	ADD/REMOVE

	CERTIFICATIONS	
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In relation to access requests, by signing below you certify that: (1) unmasked sensitive data is needed, (2) all users under your account will limit use of the data to legitimate business connected with the qualified account indicated above, (3) you will maintain a comprehensive information security program, including systems, facilities, and procedures in place to safeguard the unmasked sensitive data, (4) you have experience in maintaining the confidentiality, security, and appropriate use of such information, (5) all data use will be in strict accordance with your subscription agreement.

West reserves the right to deny or discontinue access to unmasked personal information with or without notice and in its sole discretion. This Addendum is incorporated by reference into your AVC form. By signing below you certifies that you are the authorized to request the changes requested above and are an authorized signatory on this account.

AUTHORIZED REPRESENTATIVE:

Print Name: _____

Title: _____

Date: _____

Signature: _____

Once this document is completed and signed by an authorized representative, please provide it to your West Sales Consultant with a signed order or fax it to 866-294-1042 or email to west.avtcredentials@thomson.com.

All information is subject to verification and approval by West.

**Attachment E, Ex-13 to
STATE OF OKLAHOMA CONTRACT WITH WEST PUBLISHING CORPORATION d/b/a WEST, a
Thomson-Reuters business**

RESULTING FROM SOLICITATION NO. 0900000514

This Westlaw HighQ Order Form will be accompanied by the Addendum to Order Form
(Attachment E, Ex-5) for Customer orders under this Contract.



THOMSON REUTERS™

Order Form

Order ID: Q-XXXXXX

Contact your representative xxxxxxxx@thomsonreuters.com with any questions.
Thank you.

Account Address

Account #:

“Customer”

Shipping Address

Account #:

Billing Address

Account #:

This Order Form is a legal document between Customer and West Publishing Corporation. West Publishing Corporation is referred to as “Thomson Reuters”, “we” or “our” and Customer will be referred to as “you”, or “I” or “Client”.

This Order Form is a legal document between Customer and

The Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

HighQ Products							
Material #	Product Name	QTY	Unit/Type	Charges	Minimum Term (Mos.)	Order Type	Billing Frequency

Minimum Terms

Your subscription is effective upon the date we process your order (“Effective Date”) and will be billed Monthly. Your Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Charges for each month during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Charges for each month for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”) and we will notify you of any changes to your pricing at least 90 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Professional Services		
Material #	Product Name	Charges

Statement of Work. If applicable, the scope of Professional Services and expected charges will appear on a separate Statement of Work (“SOW”), which is incorporated by reference and made part of this Order Form. The effective start date for Professional

Services will be the date of your signature to this Order Form unless the SOW specifies a different effective start date, in which case SOW effective date will govern.

Additional Product Info

*For any HighQ Additional Storage products above, the Unit/Type "Seats" means "GB".

For each Document Automation Core Internal User you may allow access to Document Automation to up to 5 Designated Other Users.

Included with your HighQ subscription is 1GB of storage and 5 Designated Other Users per each Core Internal User license, and 500,000 OCR pages..

Miscellaneous

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Product Specific Terms and Information Security Controls: The following product specific terms and information security controls shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Information Security Controls <http://tr.com/HighQ-InfoSec>

Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>

Amended Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-01745909

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after .



THOMSON REUTERS™

Attachment

Order ID: Q-XXXXXX

Contact your representative XXXXXXX@thomsonreuters.com with any questions.
Thank you.

Payment, Shipping, and Contact Information

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#XX)

Contact Name:

Email:

eBilling Contact

Contact Name

Email

Charges During Minimum Term

Material #	Product Name	Year 1 Charges	% incr Yr 1-2	Year 2 Charges	% incr Yr 2-3	Year 3 Charges	% incr Yr 3-4	Year 4 Charges	% incr Yr 4-5	Year 5 Charges

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

**Attachment E, Ex-14 to
STATE OF OKLAHOMA CONTRACT WITH WEST PUBLISHING CORPORATION d/b/a WEST, a
Thomson-Reuters business**

RESULTING FROM SOLICITATION NO. 0900000514

This Westlaw Case Center Order Form will be accompanied by the Addendum to Order Form (Attachment E, Ex-5) for Customer orders under this Contract.



Order Form

Order ID: Q-

Contact your representative sales rep@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1
"Customer"

Shipping Address

Account #:

Billing Address

Account #:

This Order Form is a legal document between Customer and West Publishing Corporation. West Publishing Corporation is referred to as "Thomson Reuters", "we" or "our" and Customer will be referred to as "you", or "I" or "Client".

Effective January 1, 2022, West Publishing Corporation will be assigning this agreement to its affiliate, Thomson Reuters Enterprise Centre GmbH as it relates to certain products and services. More information concerning the assignment can be found at <https://www.thomsonreuters.com/assignmentinfo>.

Upon such assignment, the following will apply:

This Order Form is a legal document between Customer and

- A. Thomson Reuters Enterprise Centre GmbH, to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH, and/or
- B. West Publishing Corporation, to the extent that products or services will be provided by West Publishing Corporation.

A detailed list of products and services that will be provided by each entity, and current applicable IRS certification forms are available at <https://www.thomsonreuters.com/assignmentinfo>.

West Publishing Corporation may act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "I" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf> In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Subscription & Services

Material #	Product Description & Scope of Use Allowance	Qty	Unit/ Type	Monthly Charges	Min-Term (Mos)	Start Date	Order Type	Billing Frequency
30831645	CASELINES ADMINISTRATIVE HEARING GENERAL CASES SUBSCRIPTION	xx	Each	\$xxx.xx	12		Subscription	Monthly

The scope of use allowance for your subscription is specified above and applies to each annual period. For cases, the allowance is identified by the quantity purchased. All other allowances are defined in the product description. Allowances include deletions. It is your responsibility to report any erroneous uploads prior to the billing. If you exceed this allowance, you will be charged for the excess use at the rates specified <http://tr.com/Caselines-Schedule-A> and will be billed monthly.

Minimum Terms

Effective Date: Upon our processing of this order form, your "Effective Date", will be the later of (i) the Start Date, if specified in this order form, or (ii) the date we begin making the Service(s) available to you.

Monthly Subscriptions: Your subscription will continue for the number of months listed in the Minimum Term column in the grid above counting from the first day of the month following the Effective Date. If your order is processed after the first of the month, your Monthly Charges will be prorated for the number of days remaining in that month. If your Minimum Term is longer than 12 months, the applicable Monthly Charges for each additional 12-month period are specified in the Attachment to the Order Form. Charges will be billed monthly

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 3% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Federal Government Subscribers Optional Renewal Term Federal government subscribers that chose a multi-year Renewal Term, those additional months will be implemented at your option pursuant to federal law.

Non-Subscription Professional Services

Material #	Product Name	Charges
30833186	CASELINES PROFESSIONAL SERVICES CUSTOM ONBOARDING	\$xxx.xx

Statement of Work. If applicable, the scope of Professional Services and/or Non-Subscription Products and associated billing schedule will appear on a separate Statement of Work (“SOW” or Change Order), which is incorporated by reference and made part of this Order Form. The effective start date for Professional Services will be the date of your signature to this Order Form unless the SOW specifies a different effective start date, in which case SOW effective date will govern.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. This Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Product Specific Terms The following terms apply to and are incorporated by reference into this ordering document available at <http://tr.com/caselines-PST>.

Hours of Availability for Support. We will provide the support during our normal business hours, which means Monday through Friday, between 7:30 am and 9:00 pm, Central Time, and excluding any and all then-current holidays which we observe. Technical and product questions should be directed at +1(800) 290-9378.

Acknowledgement: Order ID: O-01702733

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 12/14/2021.



THOMSON REUTERS

Attachment

Order ID: Q-

Contact your representative sales rep@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account
Account Number:

Order Confirmation Contact (#28)

Contact Name:
Email:

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name;
Email:

Charges During Minimum Term

Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2	Monthly Year 2 Charges	% incr Yr 2-3	Monthly Year 3 Charges	% incr Yr 3 4	Monthly Year 4 Charges	% incr Yr 4-5	Monthly Year 5 Charges
30831645	CASELINES ADMINISTRATIVE HEARING GENERAL CASES SUBSCRIPTION	\$xxx.xx0	N/A%	\$N/A	N/A	N/A	N/A	N/A	N/A	N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term and will be marked as N/A. Refer to your Order Form for Billing Frequency and any Post Minimum Term pricing.

Plan 2 Westlaw Government Service

Available only to government personnel accessing Westlaw for government purposes.

Upon accessing Westlaw, a user may elect either per minute or transactional billing in Preferences. Such billing election will be effective for all subsequent sessions unless the election is changed. The SUBSCRIBER link in the Tools tab lists the per minute, transactional and offline transmission charges for a multiple content categories.

- 1. Subscription Charge.** \$125 per month per agency
- 2. West Reporter Images**
West Reporter Images \$25.00 per image
No offline transmission charges apply.
- 3. Rise of American Law**
Rise of American Law – Time \$33.33 per minute
Rise of American Law – Document Displays 300.00 per document
Rise of American Law – Images 300.00 per image
- 4. Per Minute Charges**
 - A. Home, Content and Topical Pages** \$3.50 per minute
 - B. Viewing a Search Result List** \$7.00 per minute
 - C. Per Minute Charges for Viewing Full Text Documents**
Range from \$11.89 per minute to \$58.97 per minute.
- 5. Transactional Charges**
 - A. Search Charges** \$42.00 per search
Each search query will incur a search charge.
 - B. Document Display Charges.**
Range from \$13.00 to \$151.00 per document
Each document display will incur a transactional charge. No offline transmission charges apply.
 - C. Online Citation Checking Charges**
KeyCite \$13.00 per citation
Inline KeyCite 5.00 per document
 - D. Docket Charges**
The following charges apply in lieu of per minute and transactional charges*:

Document Display	\$13.00 per document
Docket PDF	4.00 per image
Docket Alerts	0.00 per transaction
Document Retrieval from Alert	13.00 per document
Docket Tracks	6.00 per transaction
Docket Bankruptcy Creditor Update	4.00 per document
Document Update	2.00-8.00 per document
DE Court of Chancery PDF/Court Wire	
PDF Complaint	100.00 per image
Docket PDF from Select State Counties	22.00 per image
Court Wire Alerts – Continuous	5.00 per day per alert
Court Wire Documents	13.00 per document
Court Calendar Information Update	2.00 per transaction
Court Calendar Tracking Service	6.00 per transaction
Calendar Integration Service	1.00 per transaction

* See Pricing Guide for additional details.

E. Public Records Charges

The following charges apply in lieu of per minute and transactional charges.

PeopleMap	
PeopleMap Searches	\$55.00 per search
People/Company Records Mini Searches	13.00 per search
Alerts	2.00 per transaction
Reports	55.00 per report
Document Displays	13.00 per document
Public Records	
Searches	13.00 per search
Document Displays	13.00 per document
Real Property Reports	
Comprehensive Reports	87.00 per report
Individual Reports	55.00 per report
Deed Images and Parcel Map Images	25.00 per image
Delaware Corporate Records	
Searches	55.00 per search
Document Displays	11.00 per document
Company Investigator	
Searches	55.00 per search
Basic Reports	48.00 per report
Premier Reports	87.00 per report

F. Dun & Bradstreet Reports

The following charges apply in lieu of per minute and transactional charges:

Searches	\$13.00 per search
Comprehensive Business Information Report	150.00 per report
Business Information Report (Domestic)	125.00 per report
Business Information Report (International)	
Africa/Europe	400.00 per report
Asia/Australia	615.00 per report
Canada	175.00 per report
Latin America	500.00 per report

G. Drafting Assistant

The following charges apply in lieu of per minute and transactional charges. Drafting Assistant is only available on a subscription basis. The charges below are for tax allocation purposes only.

Cite Formatting	\$55.00 per document
Insert Flags	100.00 per document
Insert Links	55.00 per document
Quote Right	13.00 per citation
Table-of-Authority	55.00 per document

H. Westlaw Edge

Westlaw Edge is only available on a subscription basis. The charges below are for tax allocation purposes only. Standard search and result list charges apply.

Jurisdictional Surveys	10.89 per document
Litigation Analytics	10.89 per report
Quick Check Reports	.00 per document
Statutes Compare	10.89 per document

6. Foldering

Documents in folders may be accessed at no charge for 12 months after the initial chargeable view. In transactional billing sessions, the initial chargeable view occurs the first time a document is viewed inside or outside of a folder. For hourly billing sessions, the initial chargeable view occurs the first time a document is viewed within a folder. This initial chargeable view will be charged at the applicable transactional document display charge. Documents viewed in a folder after 12 months will incur the then current Westlaw transactional document display charge. Hourly billing is suspended while browsing folders.

7. Offline Transmission Charges

A user may elect either per line or per document offline transmission billing in Preferences. Such election will be effective for all subsequent sessions unless the election is changed. Offline transmission charges apply to all printing and downloading to storage devices and e-mailing via Westlaw functionality for hourly billing sessions, unless otherwise indicated.

Per line charges range from \$0.04 to \$0.08

Per document charges range from \$10.00 to \$25.00

8. PDF Charges

Investext Analyst Reports	
Standard Reports	11.50 per page
Premium Reports	20.00 per page

All other PDF charges range from \$3.00-\$250.00 per image. No offline transmission charges apply.

9. Westlaw Doc & Form Builder

Westlaw Doc & Form Builder	\$14.00-\$138.00 per document
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10. Alert Services Charges

Alert Services Charges	
Alert Newsletter	\$0.00 per newsletter Capitol Watch
Tracks	6.00 per transaction
KeyCite Alert – Continuous	15.00 per day per transaction
KeyCite Alert – Daily	6.00 per transaction
KeyCite Alert – Non-Continuous	6.00 per transaction
Publication Alert	0.00 per transaction
WestClip Continuous	5.00 per day per transaction
WestClip Non-Continuous	0.00 per transaction

Alert charges incur on the run of the alert.

CLEAR Services Schedule A Commercial Subscriber’s Accessing Enhanced CLEAR® Services

Subscriber will only receive access to the Enhanced CLEAR products listed on the Order Form. If Subscriber is ordering a fixed rate plan, the Monthly Enhanced CLEAR Charges appear on the Order Form and the rates set forth below are pro forma rates that apply to the transactional value of Subscriber’s Enhanced CLEAR usage. Any users of Enhanced CLEAR Services must be credentialed prior to accessing.

1. Transactional Charges

i. Search Charges

Person Search	\$5.00 per search
Business Search	4.50 per search
SEC Filings	2.00 per search
DE Gateway Search	10.00 per search
DE Gateway Detail	15.00 per search
Asset Search	5.00 per search
Intellectual Property	2.00 per search
Phone Search-Public Record Phones	3.50 per search
Phone Search-Real Time Reverse Phone Number Gateway	1.50 per search
Public Records	
Photo Line-up Search	2.00 per search
Current Incarceration Search	3.50 per search
Recent Bookings Search	3.50 per search
License Search	5.00 per search
Court Record Search	4.50 per search
Web Analytics Search	1.75 per search
NPI Search	1.00 per search
Sanctions Search	5.00 per search
Real-Time Incarceration & Arrest Records (RTIA)	4.00 per search
World-Check Risk Intelligence	5.00 per search
Associate Analytics	1.00 per search
Company Family Tree	5.00 per search
Graphical View	5.00 per search
Graphical View Expansion	1.00 per search
Map Enhancements	0.25 per search
News Search	1.75 per search
Quick Analysis	1.00 per search
Contact View	1.50 per search
Alert Result – Full Text	9.00 per result
Alert Result – RTIA	4.00 per result
CLEAR ID Confirm	
Basic	5.00 per search
Advanced	5.50 per search
Premium	6.00 per search
CLEAR Risk Inform	
Basic	5.25 per search
Advanced	5.75 per search
Premium	6.25 per search
Real-Time Incarceration & Arrest Records (RI-RTIA)	2.00 per search
License Plate Recognition Search	1.00 per search

ii. Report Charges

AutoCheck Vehicle History Report	\$14.50 per report
Individual Report	15.00 per report
Add Associates to Report	2.00 per report
Basic Report	10.00 per report
Company Report	15.00 per report
Contact Report	10.00 per report
Business Credit Report	15.00 per report
Real Property Individual Reports	5.00 per report
Real Property Comprehensive Report	10.00 per report
Real Property Deed Image/Parcel Map Report	20.00 per report
License Plate Recognition Report	2.00 per report
CLEAR Risk Inform Person/Business Report	1.00 per report

2. Batch Services

i. CLEAR Batch Search Charges

Person Search	\$ 0.68 per row
Public Records Phone Search	.45 per row
Reverse Phone Search	.40 per row

ii. Batch Search Charges

Person Search	\$0.04 - \$5.00 per result and/or input
Document Search	\$0.04 - \$5.00 per result and/or input
CLEAR Risk Inform	\$0.04 - \$5.00 per result and/or input
CLEAR ID Confirm	\$0.40 - \$5.00 per result and/or input

iii. Batch Alert Charges

Person Alert	\$0.20 - \$5.00 per result and/or input
Company Alert	\$0.40 - \$5.00 per result and/or input
RTIA Alert	\$0.40 - \$5.00 per result and/or input

Section Nine: Pricing

West Content Offerings Summary

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

- **Legal Research and Public Records: Plans 1A – 1C.** West is providing purchasing agencies the ability to pick and choose from three (3) legal research packages (Plans 1A – 1C). Agencies may supplement these core legal research packages by choosing additional content from a select list of optional separately priced add-on libraries and/or solutions.
- **Investigative Research and Public Records: Plans 2A-2B.** Plans 2A-2B offer comprehensive public records content via CLEAR investigative services. CLEAR helps investigators in agencies and other Commonwealth government offices, as well as law enforcement personnel, locate people faster, conduct due diligence more efficiently, and save valuable time and resources during investigations.
- **Custom Packages: Plan 3.** The custom packages offered as part of this contract recognize that eligible agencies may have diverse needs that are best met by a content set that is outside the pre-packaged content sets provided by Plans 1A – 1C, and 2A-2B. These custom packages provide maximum flexibility to purchase custom packages of legal (online, print) or investigative online information or other solutions/products that are specifically tailored to the research needs of individual agencies and end users.

Please Note: due to internal business processes, West Publishing Corporation has consolidated certain content sets to streamline our offerings. As a result, Plan 1C will serve as a response to the last two content requests in Exhibit 2 – Cost/Response Template.

Pricing

West's content offerings provide purchasing agencies with cost-effective pricing for access to an extensive variety of packages of online information and functionality to assist users in their research. Given the extensive variety of options and packages available, it may be helpful to speak to a West representative who is specifically trained to help assess your agency's needs. To discuss content and price options best suited to your agency's needs, please contact your West government sales representative. (Please see Account Management information provided on page 68 of this bid.)

PLAN PRICING

PLAN 1A. PRIMARY LEGAL

Plan 1A. Primary Legal					
Included Content: <ul style="list-style-type: none"> ▪ National Primary ▪ Jury Verdicts 					
Research Platform: Thomson Reuters Westlaw					
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-25	\$158	\$163	\$168	\$173	\$178
26-50	\$150	\$155	\$159	\$164	\$169
51+	See Plan 3. Custom Packages on page 63.				

PLAN 1B. PRIMARY LEGAL + PUBLIC RECORDS

Plan 1B. Primary Legal + Public Records					
Included Content: <ul style="list-style-type: none"> ▪ National Primary ▪ Jury Verdicts ▪ National Public Records 					
Research Platform: Thomson Reuters Westlaw					
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-25	\$196	\$202	\$208	\$214	\$221
26-50	\$186	\$192	\$197	\$203	\$209
51+	See Plan 3. Custom Packages on page 63.				

PLAN 1C. PRIMARY OKLAHOMA LEGAL

Plan 1C. Primary Oklahoma Legal					
Included Content: <ul style="list-style-type: none"> ▪ Oklahoma State Primary Core ▪ Jury Verdicts - 50-State 					
Research Platform: Thomson Reuters Westlaw					
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-25	\$69	\$71	\$73	\$75	\$78
26-50	\$66	\$68	\$70	\$72	\$74
51+	See Plan 3. Custom Packages on page 63.				

Due to internal business changes to our content, “Primary Oklahoma Legal w/Citing services” is no longer offered by itself. West has consolidated our content offerings for better ease of use and understanding. Instead, we are providing pricing for “Primary Oklahoma Legal w/ citing Services, Case Law, Jury Verdicts-All Fifty States” under Plan 1C. Plan 1C corresponds to the last two content requirements in Exhibit 2 – Cost/Response Template.

OPTIONAL ADD-ON WESTLAW LIBRARIES

If an agency selects a plan from Plans 1A – 1C, the following optional separately priced add-on libraries are available to be added to the selected plan content set. For any add-ons selected by the agency, the corresponding monthly per user charge will be added to the applicable monthly plan package charge.

Optional Add-On Westlaw Libraries (Monthly Per User Per Agency Location Pricing)					
Library Name	Year 1	Year 2	Year 3	Year 4	Year 5
Practical Law	\$30	\$31	\$32	\$33	\$34
State Analytical	\$20	\$21	\$21	\$22	\$23
ALR/AMJUR/CJS	\$23	\$24	\$24	\$25	\$26
Analytical Plus	\$30	\$31	\$32	\$33	\$34
Municipal Analytical	\$14	\$14	\$15	\$15	\$16
Criminal Analytical	\$14	\$14	\$15	\$15	\$16
Briefs	\$25	\$26	\$27	\$27	\$28
Pleading, Motions, & Memorandums	\$25	\$26	\$27	\$27	\$28
Trial Court Orders	\$20	\$21	\$21	\$22	\$23

PLAN 2A. CLEAR INVESTIGATIONS BASIC

Plan 2A. CLEAR Investigations Basic					
Included Content: ■ CLEAR Investigations Basic					
Research Platform: CLEAR					
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
Per User Rate	\$98	\$101	\$104	\$107	\$110

PLAN 2B. CLEAR INVESTIGATIONS ADVANCED

Plan 2A. CLEAR Investigations Advanced					
Included Content: ■ CLEAR Investigations Advanced					
Research Platform: CLEAR					
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing				
No. of Users	Year 1	Year 2	Year 3	Year 4	Year 5
Per User Rate	\$216	\$222	\$229	\$236	\$243

PLAN 3. CUSTOM PACKAGES

Research needs can vary dramatically from agency to agency, and not all agencies require access to the same content. Custom packages are offered in recognition that some Oklahoma State agencies have diverse and unique needs that cannot be met by the pre-packaged content sets provided by Plans 1A-1C, and 2A-2B. This plan provides agencies with maximum flexibility to purchase custom online legal, investigative, law enforcement, and other Thomson Reuters/West products and solutions that are specifically tailored to the research needs of individual agencies and end users (including content and features, number of users, and contract length). Offering customized packages allows an agency to enjoy the best value, in terms of both price and content.

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

LEGAL RESEARCH

If an agency's legal research needs differ from or extend beyond the pre-packaged content sets offered under Plans 1A-1C, we can customize a legal research package that is specific to the agency's needs.

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

Certain state agencies may be eligible for a print discount on existing subscriptions. Savings may vary depending upon eligible existing subscriptions and add-on libraries purchased. Please see your local West government representative for more information.

INVESTIGATIVE RESEARCH

When an agency's investigative research and law enforcement needs differ from or extend beyond the pre-packaged content sets offered under Plans 2A or 2B, we can work with individual purchasing agencies to create custom special packages that are specific to an agency's investigative research needs.

Under the custom packages option, agencies can enhance their investigative research subscription with premium tools, features, and services. For example, CLEAR offers identity confirmation and risk scoring for individuals and businesses real-time gateway access to incarceration and arrest records, global risk information, license plate recognition data, additional data delivery modes including batch processing for high-volume searching and alerting, system-to-system (API) capability (which integrates query and result retrieval directly into internal user applications), and other investigative tools. This option provides agencies with maximum flexibility to purchase custom online investigative, law enforcement, and other Thomson Reuters/West products and solutions that are specifically tailored to the research needs of individual agencies and end users (including content and features, number of users, and contract length).

Section Ten: Offer of Value-Added Products and/or Services

Thomson Reuters provides access to additional products and services we believe might be beneficial to Oklahoma State agencies, including the following:

HighQ

HighQ is an intelligent work platform where invited users can securely share information and collaborate on projects. HighQ provides document management and team collaboration, with this package agencies will receive: Essential security options, file storage and sharing, document management, social collaboration, solution templating, APIs, Apps and Add-ins, internal users and storage, configurable site dashboards, customizable content metadata, smart forms and data sheets, task assignment and tracking. HighQ is extremely configurable to meet the unique needs of government legal departments, offering innovative features right out of the box.

West would provide the following fixed pricing for agencies with up to 5 Users. This reflects a 10% discount off of retail and a 30% discount off of the one-time implementation fee. Standard setup includes 1 Gb of storage for each user. Additional storage up to 100GB can be added for an additional fee. Out year increases would be fixed at 5%.

Fixed Monthly Pricing	
	Year 1
HighQ Service for up to 5 Users	\$476/month
Additional Storage: up to 100GB	\$135/month
Additional Fees	
One-time Implementation Fee: \$4,200	

CUSTOM OPTION

Agencies with more than 5 users, would contact their West representative for their custom pricing. Pricing will be negotiated with the purchasing agency based on its unique needs. Additionally, West will provide a 30% discount on the one-time implementation fee.

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

Case Center

The TR Case Center gives judges, prosecutors, public defenders, attorneys, and other case parties an efficient and digital platform to share, review, and present exhibits and evidence for physical and virtual hearings.

Evidence and exhibits are easily uploaded into organized folders from any device, including mobile phones and tablets. Easy-to-use productivity tools allow case parties to search, bookmark, annotate, and mark-up exhibits.

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

West would provide the following fixed pricing for agencies that use Case Center for up to 50 cases per year. Out year increases would be fixed at 5%.

Fixed Monthly Pricing	
Year 1	
TR Case Center service for up to 50 annual cases	\$980/month
Additional Fees	
One-time Implementation Fee: \$2,200	

CUSTOM OPTION

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

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

**Attachment F to
STATE OF OKLAHOMA CONTRACT WITH WEST PUBLISHING CORPORATION
d/b/a WEST, a Thomson-Reuters business
RESULTING FROM SOLICITATION NO. 090000514**

Negotiated Exceptions to the Solicitation

The Solicitation is hereby amended as set forth below and supersedes all prior Exceptions submitted by **WEST PUBLISHING CORPORATION d/b/a WEST** or discussed by the parties.

**ANY REQUESTED EXCEPTIONS NOT APPEARING BELOW HAVE BEEN
DECLINED BY THE STATE**

Term & Section	Language
Attachment A, Solicitation, Price (Section E, pg. 3)	<p>Section E, 2. is deleted in its entirety.</p> <p>“Price Increases – Resources Defined and Identified as “Excluded Charges” Prior to being effective under the Contract, price increases for Databases and Features defined and identified as “Excluded Charges” shall be submitted to the attention of the contracting officer for approval prior to the proposed effective date of the price increase. Approval will be granted if the successful supplier(s) provides ample documentation showing that the cost to the supplier has been increased per a contract with a data contributor or if databases have been enhanced or are released after contract award.”</p>
Attachment D, State of Oklahoma Information Technology Terms, (Section 4.1 pg 4)	<p>Section 4.1 is deleted in its entirety.</p>
Attachment D, State of Oklahoma Information Technology Terms, (Section 6.1 pg 4)	<p>Section 6.1 is deleted in its entirety and replaced with the following: Supplier operates a global information security organization aligned with the National Institute of Standards and Technology Cybersecurity Framework (NIST CSF). Supplier’s policies and standards are closely aligned with the ISO/IEC 27002:2017 and the NIST CSF to provide assurance globally of practices intended to ensure the confidentiality, integrity, and availability of Supplier’s products and services. Further demonstrating Supplier’s commitment to a secure operating environment is Supplier’s ongoing certification program focusing on strategic data centers and offices using the ISO/IEC 27001:2017 standard.</p>
Attachment D, State of Oklahoma Information Technology Terms, (Section 6.3 pg 5)	<p>Section 6.3 is deleted in its entirety.</p>

<p>Attachment D, State of Oklahoma Information Technology Terms, (Section 9, pg. 5)</p>	<p>Section 9 is deleted in its entirety and replaced with the following:</p> <p>In the event the parties intend for source code to be created or customized specifically for the State of Oklahoma, a separate, written, mutual agreement must be executed to amend the Contract as agreed to by the parties and the following provision would apply:</p> <p>Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:</p> <p>9.1 A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer;</p> <p>9.2 An assignment by the Supplier for the benefit of its creditors;</p> <p>9.3 A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;</p> <p>9.4 The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;</p> <p>9.5 The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier’s property;</p> <p>9.6 The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;</p> <p>9.7 Supplier’s ceasing of maintenance and support of the software; or</p> <p>9.8 Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.</p>
<p>Attachment D, State of Oklahoma Information Technology Terms, (Section 11, pg. 6)</p>	<p>Section 11 is deleted in its entirety and shall be replaced with the following:</p> <p>State and Supplier agree that Supplier is not planning to develop software for the State or provide Work for Hire (as defined under the U.S. copyright laws). Should Supplier develop software or provide Work for Hire then the Parties shall officially amend this Contract to reflect that work.</p>

<p>Attachment D, State of Oklahoma Information Technology Terms, (Section 12, pg. 7)</p>	<p>Section 12 is deleted in its entirety.</p>
<p>Attachment D, State of Oklahoma Information Technology Terms, (Section 14, pg. 10)</p>	<p>Section 14 is deleted in its entirety and replaced with the following:</p> <p>Supplier will use reasonable efforts to notify Customer of significant changes to Services.</p>
<p>Attachment D, State of Oklahoma Information Technology Terms, (Appendix 1 Section B(5), pg 12)</p>	<p>Section B(5) is deleted in its entirety</p>
<p>Attachment D, State of Oklahoma Information Technology Terms, (Appendix 1 Section B(6), pg 12)</p>	<p>Section B(6) the first sentence is deleted in its entirety and replaced with the following:</p> <p>Supplier shall provide the State with access to a copy of Supplier’s Service Organization Control (SOC) 2 audit report or State approved equivalent that sets the minimum level of a third-party audit for its products.</p>
<p>Attachment D, State of Oklahoma Information Technology Terms, (Appendix 1 Section C(2), pg 13)</p>	<p>Section C(2) is deleted in its entirety and replaced with the following:</p> <p>Supplier shall notify the State of any Hosting entity change. The State’s remedy for an objectionable change is that the State shall have the right to terminate the Contract for convenience as provided in Attachment B.</p>

<p>Attachment D, State of Oklahoma Information Technology Terms, (Appendix 1 (D)(4), pg 14)</p>	<p>Section D(4) is deleted in its entirety and replaced with the following:</p> <p>4. If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier shall (1) promptly notify the appropriate Customer identified contact set forth herein within 72 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.</p>
<p>Attachment D, State of Oklahoma Information Technology Terms, (Appendix 1 I(3), pg 16)</p>	<p>Section I(3) is deleted in its entirety.</p>
<p>Attachment D, State of Oklahoma Information Technology Terms, (Appendix 2, pgs. 17-18)</p>	<p>Appendix 2 is deleted in its entirety.</p>

<p>Attachment B, General Terms, Contract Effectiveness and Order of Priority (Section 2.2, pg. 2)</p>	<p>Section 2.2, C. is deleted in its entirety and replaced with the following: Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:</p> <ul style="list-style-type: none"> A. any Addendum; B. Supplier’s exceptions to the Solicitation and Contract Documents (Negotiated Exceptions to Contract- Attachment F) C. any Contract-specific terms contained in State of Oklahoman Information Technology Terms, as modified (State of Oklahoma Information Technology Terms- Attachment D; and Statewide 1046 Terms- Attachment C); D. the terms contained in this Contract Document (State of Oklahoma General Terms- Attachment B); E. any applicable Solicitation (Solicitation # 0900000514, Attachment A); F. other mutually agreed Contract Documents and any statement of work, work order, or other similar ordering document as applicable ((ex.) Supplier’s Terms and Conditions- Attachment E); and G. any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law.
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<p>Attachment B, General Terms, Definitions, Work Product (Section 4.21, pg. 5)</p>	<p>Section 4.21 is deleted in its entirety and replaced with the following:</p> <p>4.21 Work Product means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer’s benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.</p>
<p>Attachment B, General Terms, Compliance with Applicable Laws (Section 9.2, pg. 11)</p>	<p>Section 9.2 is deleted in its entirety.</p>

<p>Attachment B, General Terms, Assignment and Permitted Subcontractors (Section 13.5, pg. 17)</p>	<p>Section 13.5 is deleted in its entirety and replaced with the following: Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities if the State merges a Customer with another Customer. If the State legislature abolishes or dissolves a Customer then the Contract shall not be assigned or transferred.</p>
<p>Attachment B, General Terms, Background Checks and Criminal History Investigations (Section 14, pg. 17)</p>	<p>Section 14 is deleted in its entirety.</p>
<p>Attachment B, General Terms, Indemnification (Section 16, pg. 18)</p>	<p>Section 16.1 is deleted in its entirety.</p>
<p>Attachment B, General Terms, Indemnification (Section 16, pg. 18)</p>	<p>Section 16.2 is deleted in its entirety and replaced with the following: Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys’ fees and costs required to establish the right to indemnification) arising from or in connection with Supplier’s alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier’s duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer’s or user’s content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.</p>

<p>Attachment C, Oklahoma Statewide Contract Terms, Termination for Convenience (Section 5, pg. 3)</p>	<p>Section 5 shall be deleted in its entirety.</p>
<p>Attachment C, Oklahoma Statewide Contract Terms, Contract Management Fee and Usage Report (Section 6.3, pg. 4)</p>	<p>Section 6.3(v), is deleted in its entirety and replaced with the following:</p> <p>Reports must include the following information:</p> <ul style="list-style-type: none"> a. Procuring entity; b. Order date; c. Purchase Order number or note that the transaction was paid by Purchase Card; d. Product description; e. Quantity; f. Unit list price or MSRP, as applicable; g. Unit price charged to the purchasing entity; and h. Other Contract usage information requested by the State.