

City Commission Meeting
Valley City, North Dakota

Tuesday, July 21, 2026
5:00 PM

The City Commission Meeting will begin on Tuesday July 21, 2026 at 5:00PM in the City Hall Commissioners Chambers located at 220 3rd St NE in Valley City ND.

The meeting is also available to view online <https://us06web.zoom.us/j/89436977958> or listen by calling (1 346 248 7799) Webinar ID: 894 3697 7958

Board Commissioners	Role	Department Supervisor	Role
Michael Bishop	President	Gwen Crawford	City Administrator
Dick Gulmon	Commissioner	Carl Martineck	City Attorney
David Kline	Commissioner	Brenda Klein	Finance Director
Duane Magnuson	Commissioner	Brandy Johnson	Deputy Auditor
	Commissioner	Tina Drabus	City Assessor
		Scott Magnuson	Fire Chief
		Nicholas Horner	Police Chief
		KJL/Moore	City Engineers

Next Resolution: 2534 Next Ordinance: 1191

Call to Order

Roll Call

Pledge of Allegiance (Please Stand)

Approval of Agenda (Roll call vote needed only when changes are made to agenda)

Roll Call: Magnuson Gulmon Kline Bishop

Approval of Consent Agenda

- A. Approve Minutes from the July 07, 2026 Commission Meeting
- B. Approve Monthly Reports from the Fire Chief, Electrical Superintendent, Building Inspector Finance Director and Municipal Judge.
- C. Approve Contractors License
 - a. JT Lawn Services & Landscaping
 - b. Bob’s Excavating
 - c. A.M.P. Contracting
 - d. Ray Nelson Construction
 - e. LS Drywall INC

Roll Call: Gulmon Kline Magnuson Bishop

PUBLIC COMMENTS

This portion of the meeting provides a limited public forum for Valley City residents, property owners and business owners to address the Board of City Commissioners on topics related to City business. Interested persons must submit a comment card with the individual’s name, address, and the topic to be commented upon. Non-residents must provide the address of the City of Valley City business the individual operates or works at or the address of real property which the individual owns within the City of Valley City. Comments cards must be provided to the meeting secretary and approved prior to speaking. Public comments are limited solely to business matters and concerns pertinent to the City.

The following rules apply to Public Comments:

- Limited to five minutes per speaker.
 - Must not interfere with the orderly conduct of the meeting.
 - Must not be defamatory, abusive, harassing, or unlawful.
 - May be prohibited if an alternative procedure exists to bring that particular type of public comment before the City, the public comment includes confidential or exempt information, or the public comment is otherwise prohibited by law.
- Submission of written comments: In lieu of speaking, a written comment may be delivered to the meeting secretary prior to the start of the meeting. Written comments are limited to two pages. Any member of the public seeking to comment without attending in person may submit written comments to tplecity@valleycity.us. Written comments hand delivered at the time of the meeting or emailed prior to 4:00 pm on the date of the meeting will be distributed to the Board for their information and maintained in City files. Written comments are not read aloud at the meeting.

Ordinance

First reading of Ordinance 1190 An ordinance to amend and reenact subsections 6, 7, and 8 of section 1-01-16 of the Valley City Municipal Code related to purchasing. (City Administrator Crawford)

Roll Call: Kline Magnuson Gulmon Bishop

Resolution

RES 2532, A Resolution approving conditional use permit south half lot 14, block 19, original townsite (Guest Inn). (*City Attorney Martineck*)

Roll Call: Magnuson Gulmon Kline Bishop

RES 2533, A Resolution approving conditional use permit Lot 1 Block 11, Benson’s Addition to City of Valley City (Cosmetics Business Home Occupation)

Roll Call: Kline Magnuson Gulmon Bishop

New Business

NB1. Approve Monthly Bills for the City and Public Works in the Amount of \$2,504,338. (*Finance Director Klein*)

Roll Call: Gulmon Kline Magnuson Bishop

NB2. Appoint and Approve Reorganization of Commissioners’ Portfolios. (*Finance Director Klein*)

- a. Finance
- b. PW Streets, Sanitation, Sewer, Water Distribution
- c. PW Electric and Water Treatment Plant
- d. Police/Fire
- e. Building/Grounds

Roll Call: Kline Magnuson Gulmon Bishop

NB3. Appoint and Approve Commissioner Assignments to Additional Committees and Boards. (*Finance Director Klein*)

- f. Valley City Planning and Zoning Commissioner (2 Commissioners).
- g. Valley City Library Board (1 Commissioner)
- h. City County Health Board (1 Commissioner)
- i. Barnes County Planning and Zoning (2 Commissioners)
- j. Valley City-Barnes County Development Corporation (2 Commissioners)
- k. Board for Community Service (1 Commissioner)

Roll Call: Magnuson Gulmon Kline Bishop

NB4. Approve 5-year extension of Westlaw legal software. (*City Attorney Martineck*)

Roll Call: Gulmon Kline Magnuson Bishop

NB5. Approve Valley City Barnes County Development Corporation Sales Tax Funding Agreement for Fiscal Year 2027. (VCBC Development Corp Jennifer Feist)

Roll Call: Kline Magnuson Gulmon Bishop

CITY ADMINISTRATOR’S REPORT

CITY UPDATES & COMMISSION REPORTS

ADJOURN

City Commission Meeting
Valley City, North Dakota

Tuesday, July 07, 2026
5:00 PM

President Bishop called the meeting to order at 5:00 PM.
Members present: President Bishop, Commissioner Gulmon, Commissioner Kline, Commissioner Magnuson (via Zoom), City Administrator Crawford, City Attorney Martineck, Finance Director Klein

Pledge of Allegiance

Approval of Agenda

Commissioner David Kline Oath of Office

Approval of Agenda

Add New Business #5, Approve to Re-appoint Tim Durheim to the Planning and Zoning Committee.

Motion to approve by Commissioner Gulmon, seconded by Commissioner Kline.
Roll Call: Gulmon-Yes; Kline-Yes; Magnuson-Yes; Bishop-Yes Motion passed

Approval of Consent Agenda

- A. Approve minutes from June 16, 2026 Finance and Commission Meetings

B. Approve minutes from the June 25, 2026 Special Commission Meeting

C. Approve Contractors License

a. Meyer Milk

receiving updated States license info.

b. T&J Contracting –

Contingent upon

c. Magnum Electric

d. Richards Excavating

e. Olaf Anderson

Construction

f. Timber Ridge Exteriors

LLC

g. Amy’s Windows LLC

D. Approve Local Permit

a. SHINE Dance Team

E. Approve Gaming Site Authorization

a. ND Wildlife Federation

F. Approve Tree Trimming and Removal License

a. DDR Tree Service

G. Approve Alcohol License Renewal

a. Sho3 LLC – Econo Lodge – Contingent upon payment of 2025 property taxes

Motion to approve by Commissioner Gulmon, seconded by Commissioner Magnuson.
Roll Call: Kline-Yes; Magnuson-Yes; Gulmon-Yes; Bishop-Yes Motion Passed

Public Hearing

Open Public Hearing Regarding Application for Alcoholic Beverage License for Sky Lanes.

No public comments
Motion to close public hearing by Commissioner Gulmon, seconded by Commissioner Kline.
Roll Call: Magnuson-Yes; Gulmon-Yes; Kline-Yes; Bishop-Yes Motion Passed
Motion to approve alcohol license by Commissioner Gulmon, seconded by Commissioner Magnuson.
Roll Call: Gulmon-Yes; Kline-Yes; Magnuson-Yes; Bishop-Yes Motion passed

Resolution

Approve Resolution 2530 Appointing the Judge of Municipal Court.

Motion to approve by Commissioner Gulmon, seconded by Commissioner Kline.
Roll Call: Kline-Yes; Magnuson-Yes; Gulmon-Yes; Bishop-Yes Motion Passed

Consideration of Amended and Restated S-1 Agreement and Schedule A, and Resolution

The City Administrator having previously given a presentation highlighting the proposed changes to the agreement and the schedule for completing consideration and approval of the agreement and having answered questions and explaining how the amendments will impact the City, introduced the Resolution entitled “Resolution 2531 A RESOLUTION TO APPROVE MISSOURI BASIN MUNICIPAL POWER AGENCY POWER SALE AGREEMENT (S-1) (amended and restated effective January 2, 2027).”

Commissioner Gulmon moved its adoption. Commissioner Magnuson seconded the motion to adopt.
Following discussion by the board the Resolution came to a vote, the roll was then called, and the Resolution was adopted unanimously in the form shown below.

Roll Call: Magnuson-Yes; Gulmon-Yes; Kline-Yes; Bishop-Yes Motion Passed
RESOLUTION 2531

A Resolution to Approve Missouri Basin Municipal Power Agency Power Sale Agreement (S-1) (amended and restated effective January 2, 2027)
WHEREAS, the City of Valley City, North Dakota (the “City”) is currently purchasing all electric power and energy the City requires to meet the needs of its customers in excess of its firm power allocation from the Western Area Power Administration (“Supplemental Power”) from Missouri Basin Municipal Power Agency d/b/a Missouri River Energy Services (“MRES”) pursuant to the terms and conditions of the Missouri Basin Municipal Power Agency Power Sale Agreement (S-1) (amended and restated effective January 2, 2017) (the “S-1 Agreement”) for a term extending through January 1, 2057; and
WHEREAS, it is mutually beneficial to all parties that the base term of the S-1

Agreement, which currently ends on January 1, 2057, be extended until January 1, 2067, to further secure the City’s long-term supply of Supplemental Power and to facilitate future financing of electric generation and transmission projects of MRES on the most advantageous terms and with the least impact on the wholesale power costs of the City and other members of MRES; and

WHEREAS, the other proposed updates to the S-1 Agreement will further clarify the rights and obligations of the parties under the agreement, for the mutual benefit of the City, the other members of MRES, and MRES; and

WHEREAS, the Board of City Commissioners desires that MRES continue to plan for, provide, and arrange for delivery of all Supplemental Power needed by the City.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners that the “Missouri Basin Municipal Power Agency Power Sale Agreement (S-1) (as amended and restated effective January 2, 2027)” and “Schedule A” thereto by and among MRES, Western Minnesota Municipal Power Agency, and the City are approved in the form presented.

IT IS FURTHER RESOLVED that each of the City Administrator and City Finance Director shall be, and each of them acting individually hereby is, authorized and directed to execute and deliver to MRES each of the foregoing documents and take any other actions associated therewith on behalf of the City.

Upon calling of the roll, the Resolution was adopted unanimously.

Whereupon, the President declared the Resolution duly adopted on the 7th day of July, 2026.

/S/ Michael Bishop, President Board of Commissioners

Attest Brenda Klein, Finance Director

New Business

Approve the Remodel Exemption Application for the Sliver Creek Properties Located at 348 7th Ave NE – Parcel Number 63-5860702.

Motion to approve by Commissioner Gulmon, seconded by Commissioner Kline.

Roll Call: Gulmon-Yes; Kline-Yes; Magnuson-Yes; Bishop-Yes Motion passed

Approve the Remodel Exemption Application for the Sliver Creek Properties Located at 281 College Street SW – Parcel Number 63-0250387.

Motion to approve by Commissioner Magnuson, seconded by Commissioner Gulmon.

Roll Call: Magnuson-Yes; Gulmon-Yes; Kline-Yes; Bishop-Yes Motion Passed

Approve Paving Improvement District No. 129 & 132 – 2025 Seal Coat Project.

City Engineer Petersen commented Paving projects 129 & 132 are completed and final review of project is completed.

Motion to approve by Commissioner Gulmon, seconded by Commissioner Kline.

Roll Call: Kline-Yes; Magnuson-Yes; Gulmon-Yes; Bishop-Yes Motion Passed

Appoint Vice President of the Valley City Commission.

Motion to appoint Commissioner Gulmon as Vice President by Commissioner Magnuson, seconded by Commissioner Kline.

Roll Call: Gulmon-Yes; Kline-Yes; Magnuson-Yes; Bishop-Yes Motion passed

Approve to Re-appoint Tim Durheim to the Planning and Zoning Committee.

Motion to approve by Commissioner Gulmon, seconded by Commissioner Kline.

Roll Call: Magnuson-Yes; Gulmon-Yes; Kline-Yes; Bishop-Yes Motion Passed

CITY ADMINISTRATOR’S REPORT

South Central Dakota Regional Council was awarded \$500,000 grant from EPA to assess asbestos, lead based paint, and petroleum contamination. The Service Center continues to remain on budget and on schedule.

CITY UPDATES & COMMISSION REPORTS

Police Chief Horner reminded residents to keep grass clippings off the streets. Grass clippings can create hazardous conditions for motorists and may obstruct stormwater drainage, increasing the risk of localized flooding.

Commissioner Gulmon reported on the sales, food and beverage, and occupancy taxes.

City Engineer Petersen gave update on current construction projects.

City Engineer Eslinger gave update on water tower project.

ADJOURN

Meeting adjourned at 5:23pm

Attested to by:

Brenda Klein, Finance Director

City of Valley City

Michael Bishop, President of the

City of Valley City Commission



City of Valley City, North Dakota
Application for
Contractor, Electrician, Plumber and/or
Mechanical Contractor License(s)
FOR PERIOD: June 1, 2026 – May 31, 2027

The undersigned hereby makes application for a license to the City of Valley City, North Dakota, and agrees to comply with the requirements of City Ordinances pertaining thereto.

Name of Business: JT Lawn Services & Landscaping
Owner: Josh West
Mailing Address: 2618 16th Ave S.
City, State Zip Code: Moorhead, MN 56560
Phone Number: 701-200-0456
Email Address: info@jtlawnmn.com
Today's Date: 6/29/26

Type of License Applying For (check all that apply):

☒ Contractor ☐ Electrician ☐ Plumber ☐ Mechanical

State License Numbers (provide all that apply):

☐ Electrician ☐ Plumber 000043878 Contractor

Licenses will only be issued to master electricians (NDCC 43-09-20) and master plumbers (NDCC 43-18-10).

A copy of the following must be filed with the City Auditor as part of this application:

☐ **Certificate of Liability Insurance**, City of Valley City as certificate holder

☐ **Current copy of State Electrician and/or Plumber License**

☒ **Current copy of State Contractor License,**

No person may engage in the business nor act in the capacity of a contractor within this city when the cost, value, or price per job exceeds the sum of \$1,000 without first having a license.

If applicant does not provide state contractor license and states that it is not required please sign here:

LICENSE FEE: ☐ \$100 if **initial application**, make checks payable to City of Valley City
☒ \$50 if **renewal application** *pa 07.02.26*

RETURN TO: Valley City Auditor
220 3rd St. NE
Valley City, ND 58072

Phone: (701) 845 – 1700
Email: tplecity@valleycity.us

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000043878

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **JT LAWN SERVICE, LLC** whose address is in MOORHEAD, MN, has filed in this office proper documents for a Contractor License valid until March 1, 2027, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

JT LAWN SERVICE, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: February 20, 2026

A handwritten signature in cursive script that reads "Michael Howe".

Michael Howe
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/14/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
HUB International Great Plains, LLC
3220 4Th Street E Suite Ste 201
West Fargo ND 58078

License#: 100187254
JTLAWNS-01

CONTACT NAME:	
PHONE (A/C, No, Ext): 701-239-4647	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Continental Western Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
JT Lawn Service, LLC
2618 16th Ave S
Moorhead MN 56560

COVERAGES

CERTIFICATE NUMBER: 619557380

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		CPA3348916	4/17/2026	4/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CPA3348916	4/17/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		CPA3348916	4/17/2026	4/1/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WCA3349030	4/17/2026	4/1/2027	☒ PER STATUTE ☐ OTHER STOP GAP E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

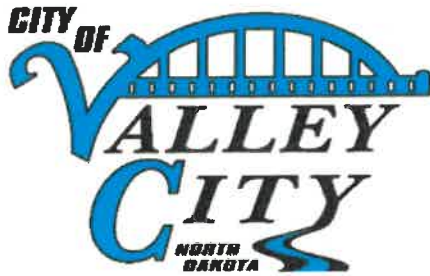
City of Valley City
220 3rd St NE
Valley City ND 58072

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Valley City, North Dakota
Application for
Contractor, Electrician, Plumber and/or
Mechanical Contractor License(s)
FOR PERIOD: June 1, 2026 – May 31, 2027

The undersigned hereby makes application for a license to the City of Valley City, North Dakota, and agrees to comply with the requirements of City Ordinances pertaining thereto.

Name of Business: Bob's Excavating LLC
Owner: Matt Maresch
Mailing Address: 460 W. Intershow Rd SW
City, State Zip Code: Valley City, ND 58072
Phone Number: 701 840 0195
Email Address: maresch615@gmail.com
Today's Date: 27-June-26

Type of License Applying For (check all that apply):

☒ Contractor ☐ Electrician ☐ Plumber ☐ Mechanical

State License Numbers (provide all that apply):

☐ Electrician ☐ Plumber ☒ NO: 000055230 ~~0000000000~~ Contractor

Licenses will only be issued to master electricians (NDCC 43-09-20) and master plumbers (NDCC 43-18-10).

A copy of the following must be filed with the City Auditor as part of this application:

☒ Certificate of Liability Insurance, City of Valley City as certificate holder

☐ Current copy of State Electrician and/or Plumber License

☒ Current copy of State Contractor License,

No person may engage in the business nor act in the capacity of a contractor within this city when the cost, value, or price per job exceeds the sum of \$1,000 without first having a license.

If applicant does not provide state contractor license and states that it is not required please sign here:

LICENSE FEE: ☐ \$100 if initial application, make checks payable to City of Valley City
☒ \$50 if renewal application 07.08.2626 ✓

RETURN TO: Valley City Auditor
220 3rd St. NE
Valley City, ND 58072

Phone: (701) 845 – 1700
Email: tpcity@valleycity.us

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000055230

CLASS: D

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **BOB'S EXCAVATING LLC** whose address is in VALLEY CITY, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2027, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

BOB'S EXCAVATING LLC is entitled to bid on and accept contracts as authorized by law under this license provided that any single contract project may not exceed \$100,000 in value.

Dated: July 8, 2026

A handwritten signature in cursive script that reads "Michael Howe".

Michael Howe
Secretary of State

The North Dakota Secretary of State verifies that:

BOB'S EXCAVATING LLC

is the holder of a North Dakota Class D Contractor License
which is in force until March 1, 2027 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000055230



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURE FORWARD 430 West Main Street Valley City ND 58072		CONTACT NAME: Melissa Schroeder PHONE (A/C, No, Ext): (701) 845-1185 FAX (A/C, No): (701) 845-1749 E-MAIL ADDRESS: melissa.schroeder@insureforward.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Acuity Insurance	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** master 26/27 **REVISION NUMBER:**

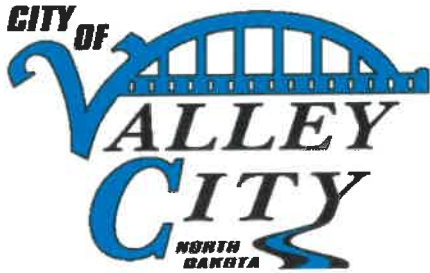
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ZD0559	06/20/2026	06/20/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ZD0559	06/20/2026	06/20/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI \$ 1,000,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
X	Rented/Leased Equipment			ZD0559	06/22/2026	06/20/2027	100,455 500 deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Valley City 220 3rd St NE Valley City ND 58072	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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City of Valley City, North Dakota
Application for
Contractor, Electrician, Plumber and/or
Mechanical Contractor License(s)
FOR PERIOD: June 1, 2026 – May 31, 2027

The undersigned hereby makes application for a license to the City of Valley City, North Dakota, and agrees to comply with the requirements of City Ordinances pertaining thereto.

Name of Business: A.M.P. Contracting
Owner: Denise Rodriguez
Mailing Address: 9775 Industrial Dr Unit 107
City, State Zip Code: Horace, ND 58047
Phone Number: 701 281 1375
Email Address: Savanna @ amp-contracting.com
Today's Date: 7/9/2026

Type of License Applying For (check all that apply):

☒ Contractor ☐ Electrician ☐ Plumber ☐ Mechanical

State License Numbers (provide all that apply):

☐ Electrician ☐ Plumber 000055177 Contractor

Licenses will only be issued to master electricians (NDCC 43-09-20) and master plumbers (NDCC 43-18-10).

A copy of the following must be filed with the City Auditor as part of this application:

☒ Certificate of Liability Insurance, City of Valley City as certificate holder

N/A Current copy of State Electrician and/or Plumber License

☒ Current copy of State Contractor License,

No person may engage in the business nor act in the capacity of a contractor within this city when the cost, value, or price per job exceeds the sum of \$1,000 without first having a license.

If applicant does not provide state contractor license and states that it is not required please sign here:

LICENSE FEE: ☒ \$100 if initial application, make checks payable to City of Valley City
☐ \$50 if renewal application pd 07.15.26

RETURN TO: Valley City Auditor
220 3rd St. NE
Valley City, ND 58072

Phone: (701) 845 – 1700
Email: tpcity@valleycity.us

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000055177

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **A.M.P. CONTRACTING LLC** whose address is in HORACE, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2027, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

A.M.P. CONTRACTING LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: June 19, 2026

A handwritten signature in black ink that reads "Michael Howe".

Michael Howe
Secretary of State



AMPCONT-01

JMUIR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Choice Insurance, a Viance Company 4501 23rd Ave S Fargo, ND 58104	CONTACT NAME: Satrom / Muir	FAX (A/C, No): (701) 356-6461	
	PHONE (A/C, No, Ext): (701) 356-9895	E-MAIL ADDRESS: Insurance@insurewithchoice.com	
INSURED A.M.P. Contracting LLC 9775 Industrial Dr Unit 107 Horace, ND 58047-5520	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Western National Mutual Ins Co		15377
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			0001721737	7/1/2026	7/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ND STOP GAP \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			0001721250	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 100,000			0001725631	7/1/2026	7/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

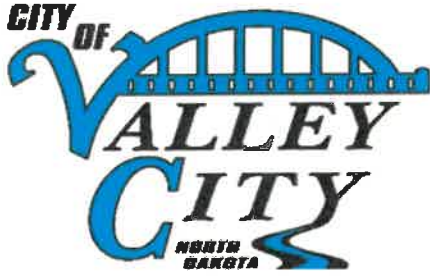
CANCELLATION

City of Valley City
220 3rd St NE
Valley City, ND 58072

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ca P. Kee



City of Valley City, North Dakota
Application for
Contractor, Electrician, Plumber and/or
Mechanical Contractor License(s)
FOR PERIOD: June 1, 2026 – May 31, 2027

The undersigned hereby makes application for a license to the City of Valley City, North Dakota, and agrees to comply with the requirements of City Ordinances pertaining thereto.

Name of Business: Ray Nelson Construction
Owner: Ray Nelson
Mailing Address: 648 10th Ave SW
City, State Zip Code: Valley City, ND 58072
Phone Number: 701-840-3163
Email Address: Ray.Nelson1956@gmail.com
Today's Date: 7-14-26

Type of License Applying For (check all that apply):

☒ Contractor ☐ Electrician ☐ Plumber ☐ Mechanical

State License Numbers (provide all that apply):

☐ Electrician ☐ Plumber 37037 Contractor

Licenses will only be issued to master electricians (NDCC 43-09-20) and master plumbers (NDCC 43-18-10).

A copy of the following must be filed with the City Auditor as part of this application:

☐ Certificate of Liability Insurance, City of Valley City as certificate holder

☐ Current copy of State Electrician and/or Plumber License

☐ Current copy of State Contractor License,

No person may engage in the business nor act in the capacity of a contractor within this city when the cost, value, or price per job exceeds the sum of \$1,000 without first having a license.

If applicant does not provide state contractor license and states that it is not required please sign here:

_____.

LICENSE FEE: ☐ \$100 if initial application, make checks payable to City of Valley City
☒ \$50 if renewal application pd 07.16.2026
ck

RETURN TO: Valley City Auditor
220 3rd St. NE
Valley City, ND 58072

Phone: (701) 845 – 1700
Email: tpolecity@valleycity.us

RAY NELSON CONSTRUCTION

Class C - 37037

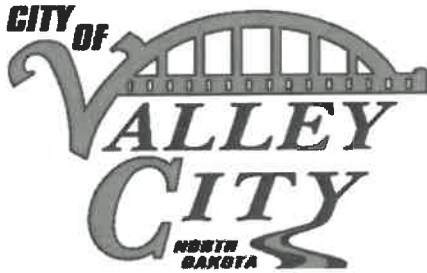


Request Certificate

<i>Class Type</i>	Class C
<i>License Num</i>	37037
<i>Status</i>	Active
<i>Renewal Date</i>	3/1/2027
<i>Inactive Date</i>	N/A
<i>Mailing Address</i>	648 10TH AVE SW VALLEY CITY, ND 58072-3755
<i>Standing - Other</i>	Good
<i>Standing - WSI</i>	Good
<i>Standing - Job Service</i>	Good
<i>Standing - Business</i>	Good
<i>Business Phone</i>	(701) 845-5390
<i>Registration Date</i>	07/29/1992
<i>Certification of Liability Insurance Expiration Date</i>	09/03/2026



View History



City of Valley City, North Dakota
Application for
Contractor, Electrician, Plumber and/or
Mechanical Contractor License(s)
FOR PERIOD: June 1, 2026 – May 31, 2027

The undersigned hereby makes application for a license to the City of Valley City, North Dakota, and agrees to comply with the requirements of City Ordinances pertaining thereto.

Name of Business: LS Drywall Inc.
Owner: Larry Semerikov
Mailing Address: 52 Lincoln Ave N. Suite 11
City, State Zip Code: Mentor, MN 56736
Phone Number: 701-757-0485
Email Address: nia@lsdrywallinc.com
Today's Date: 7/15/26

Type of License Applying For (check all that apply):

☒ Contractor ☐ Electrician ☐ Plumber ☐ Mechanical

State License Numbers (provide all that apply):

☐ Electrician ☐ Plumber 35134 Class A Contractor

Licenses will only be issued to master electricians (NDCC 43-09-20) and master plumbers (NDCC 43-18-10).

A copy of the following must be filed with the City Auditor as part of this application:

☐ Certificate of Liability Insurance, City of Valley City as certificate holder

☐ Current copy of State Electrician and/or Plumber License

☐ Current copy of State Contractor License,

No person may engage in the business nor act in the capacity of a contractor within this city when the cost, value, or price per job exceeds the sum of \$1,000 without first having a license.

If applicant does not provide state contractor license and states that it is not required please sign here:

_____.

LICENSE FEE: ☐ \$100 if initial application, make checks payable to City of Valley City
☒ \$50 if renewal application *pd 07.16.2026 cc*

RETURN TO: Valley City Auditor
220 3rd St. NE
Valley City, ND 58072

Phone: (701) 845 – 1700
Email: tpolecity@valleycity.us



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/16/2026

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PRODUCER INSURE FORWARD 4651 South Columbia Road Grand Forks ND 58201	CONTACT NAME: Kayla Holt PHONE (A/C, No, Ext): (701) 772-6651 FAX (A/C, No): (701) 772-8367 E-MAIL ADDRESS: kayla.holt@insureforward.com														
INSURED LS Drywall, Inc. 52 Lincoln Ave Ste 11 Mentor MN 56736	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Acuity Insurance</td><td>14184</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Acuity Insurance	14184	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Acuity Insurance	14184														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL2571423508**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			ZA4336	08/09/2025	08/09/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 D&O \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ZA4336	08/09/2025	08/09/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			ZA4336	08/09/2025	08/09/2026	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 PER STATUTE ☒ OTH-ER ☐
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	ZA4336	08/09/2025	08/09/2026	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/Leased Equipment			ZA4336	08/09/2025	08/09/2026	Limit \$275,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Valley City 220 3rd St NE Valley City ND 58072	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 35134

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **L.S. DRYWALL** whose address is in MENTOR, MN, has filed in this office proper documents for a Contractor License valid until March 1, 2027, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

L.S. DRYWALL is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: March 11, 2026

A handwritten signature in cursive script, reading "Michael Howe".

Michael Howe
Secretary of State

ORDINANCE NO. 1190

An ordinance to amend and reenact subsections 6, 7, and 8 of section 1-01-16 of the Valley City Municipal Code related to purchasing

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF VALLEY CITY, BARNES COUNTY, NORTH DAKOTA, PURSUANT TO THE HOME RULE CHARTER OF THE CITY OF VALLEY CITY, NORTH DAKOTA:

Section 1. Subsection 6 of Section 1-01-16 of the Valley City Municipal Code is amended and reenacted as follows:

6. *Micro purchases.* Purchase of supplies, materials, equipment or contractual services, estimated up to and including ~~\$510~~,000.00, may be made in the open market without competitive bidding, unless otherwise required by law.

Section 2. Subsection 7 of Section 1-01-16 of the Valley City Municipal Code is amended and reenacted as follows:

7. *Small purchases.* Purchases of supplies, materials, equipment or contractual services, estimated to cost more than ~~\$510~~,000.00 and up to and including ~~\$3950~~,000.00, may be made in the open market without competitive bidding, unless otherwise required by law, as follows:

- a. Three written quotes will be obtained, unless fewer than three suppliers or vendors are available.
- b. Purchases may be made with approval of the City Administrator and following consultation with the applicable commission portfolio holder.
- c. The City Commission must be notified of purchases at this level, at the earliest reasonable opportunity.

Section 3. Subsection 8 of Section 1-01-16 of the Valley City Municipal Code is amended and reenacted as follows:

8. *Informal purchases.* Purchases of supplies, materials, equipment or contractual services, estimated to cost more than ~~\$3950~~,000.00 and up to and including \$100,000.00, may be made from the lowest responsible supplier, as follows:

- a. Invitation for written proposals must be sent to a minimum of three suppliers, or if fewer than three suppliers are available, then from all available suppliers.
- b. The invitation for written proposals shall be made with written specifications provided to the City Administrator by the Department Head. Written specifications provided by the City shall include, at a minimum, a general description of the supplies, materials, equipment or services to be purchased, where written specifications may be obtained if not provided, the deadline to submit proposals and the time and place proposals will be opened if different than the deadline to receive proposals. The invitation of written proposals shall include that the City reserves the right to reject any and all proposals or parts of proposals, to waive irregularities and to hold all proposals for a period not to exceed 30 days from the date of opening the proposals, and to accept the proposal most favorable to the City.
- c. At the specified date and time, each proposal will be opened in a manner to avoid disclosure of the contents to competing offerors. The openings may be made public at the discretion of the City, as indicated in the request for proposal. If a public opening is held, only the names of offerors that

submitted proposals can be revealed at the opening. After the initial evaluation of proposals, the City Administrator may meet to discuss or evaluate proposals or hold discussions with those offerors determined to be reasonably susceptible of being selected for award. This means an exchange of information or other manner of negotiation during which the offeror and the City Administrator may alter or otherwise change the conditions, terms, and price of the proposed contract. Negotiation of proposals provides the City Administrator an opportunity to make certain that the bidder or offeror fully understands the solicitation requirements and provides an opportunity to make clarifications, when necessary, to ensure responsiveness to the solicitation. Price discussions can best be conducted when there is a mutual understanding of the contractual requirements. In conducting discussions, any information derived from proposals submitted by competing offerors shall not be disclosed. Offerors must be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. There must be a cutoff for the submission of revised proposals and final offers.

d. Final offers shall be presented to the City Commission with a recommendation from the City Administrator as to the best proposal. The City Commission shall have final approval of the proposal. After a vendor has been selected, written records from the purchasing process become open records, unless otherwise deemed exempt or confidential pursuant to state law.

Section 4. Any ordinances of the City of Valley City which are in conflict with this ordinance are hereby repealed.

Section 5. Should any part of this ordinance be declared unconstitutional or invalid, the remaining portion thereof will remain in full force and effect.

Section 6. Effective Date. This ordinance shall be in full force and effect from and after its final passage, approval, and publication.

Michael Bishop, President
Board of City Commissioners

ATTEST:

Brenda Klein, Finance Director

Introduction and First Reading:

Second Reading, Final Passage and Effective Date:

RESOLUTION NO. 2532

A RESOLUTION APPROVING CONDITIONAL USE PERMIT SOUTH HALF LOT 14, BLOCK 19, ORIGINAL TOWNSITE, CITY OF VALLEY CITY (GUEST INN)

WHEREAS, an application was submitted to the Valley City Planning and Zoning Commission requesting a Conditional Use Permit (CUP) to operate a guest inn on the following commercial parcel within the City of Valley City, North Dakota, pursuant to section 11-05-09 of the Valley City Municipal Code (V.C.M.C.):

South Half of Lot 14, Block 19, Original Townsite, City of Valley City (parcel no. 63-3471797).

and;

WHEREAS, the Planning and Zoning Commission, following a public hearing on June 15, 2026, recommended approval of the CUP with conditions; and

WHEREAS, pursuant to V.C.M.C. § 11-07-02, if a CUP is granted, the Board of City Commissioners may impose any special conditions it considers necessary to protect the public health, safety and welfare and to achieve the purposes of the City Zoning Code.

THEREFORE, BE IT HEREBY RESOLVED, that the Board of City Commissioners of the City of Valley City, Barnes County, North Dakota, hereby approves the Conditional Use Permit for a guest inn on the South Half of Lot 14, Block 19, Original Townsite, City of Valley City, North Dakota, with the following conditions:

The business owner shall

1. Meet and continuously comply with any and all licensing and permitting requirements of the City of Valley City including building code and fire code inspections.
2. Designate and provide a contact person residing in the City of Valley City responsible for the operation of the guest inn and any issues arising from its operation.
3. Maintain records demonstrating continuous compliance with the requirement limiting the maximum length of stay for all guests to not exceed 30 days.
4. Pay all applicable lodging taxes.
5. Comply with Health Department regulations.
6. Provide parking as follows:
 - a. One off-street parking space located directly behind the guest inn will be available to be used by guests as a first come first served system. In addition, one dedicated off-street parking space will be reserved for residential tenant(s) on the second floor.
 - b. To supplement off-street parking, three additional parking spaces are available for guests within the public parking lot located immediately west of the property. These spaces will help accommodate guest parking needs while maintaining orderly traffic flow and parking availability in the area.
 - c. Any trailers, recreational vehicles, work equipment, or additional vehicles associated with guests that exceed the above-described off-street and parking lot parking capacity will be accommodated at an alternative off-site location arranged by the business owner.

Such off-site parking will be provided at no additional cost to guests and will be coordinated directly through property management.

- d. In the event that the adjacent city-owned parking lot is not available to be utilized, guests are encouraged to park in one of the other city-owned parking lots outlined in a map of the city provided by business owner.

Passed, adopted and approved this 21st day of July, 2026.

Michael Bishop, President
Board of City Commissioners

ATTEST:

Brenda Klein, Finance Director

From: Bob Bergan <bobbergan@gmail.com>

Sent: Wednesday, July 8, 2026 1:20 PM

To: Joel Quanbeck <Joel.Quanbeck@kljeng.com>

Cc: Carl Martineck <cmartineck@valleycity.us>; Gwen Crawford <gcrawford@valleycity.us>; Tina Drabus <tdrabus@valleycity.us>

Subject: [EXTERNAL] Re: 243 Central Avenue N in Valley City - Conditional Use Permit for Guest Inn

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Yes, I approve.

On Wed, Jul 8, 2026 at 11:21 AM Joel Quanbeck <Joel.Quanbeck@kljeng.com> wrote:

Hello Bob –

Thank you for visiting with me this morning. Per our conversation, I understand that you are the agent for The Stadium which is the owner of record of the property addressed as [243 Central Avenue N](#) in downtown Valley City. Please confirm

for me by email that you are aware that an application was submitted for a guest inn conditional use permit at that location, and that you as the owner agent authorize and approve of the application and proposed change in use for the ground floor of the property.

Please respond to this email with reply all so that the city staff I have cc'ed are included in your response.

Best Regards,

Joel Quanbeck

KLJ Group Leader-Community Planning

701-271-5018

Valley City Planning and Zoning APPLICATION

Procedures and submission requirements can be found in the Valley City Municipal Code. Application and fees must be submitted as soon as possible in order to allow sufficient time for publication of required public hearing notices. The Planning and Zoning Commission generally meets and holds public hearings the 2nd Tuesday of every month at 4pm. Additional fees will be assessed if it is determined a meeting is needed to be held outside of regularly scheduled meeting dates.

Please check all that apply and submit payment with application. This application may be utilized for more than one request or applicant may copy and attach a separate application for each item as needed.

_____ Plat/Replat (\$150 + \$2 per lot)
_____ Recording Fee (1- 49 lots - \$30 - 50+ lots \$60)*
_____ Variance (\$100)
_____ Vacation of Street/Alley (\$150)
_____ Zoning Ordinance Text Amendment (\$200)
_____ Zoning Map Amendment (Zone/Rezone) (\$200)
_____ Conditional Use Permit (\$200)
_____ PUD/PUD Amendment (\$200)
_____ Other: _____ (\$TBD)
*Recording fee is refundable if plat/replat is denied

Applicant Name: Hi-Line Rentals LLC Phone: 701-840-3261
Applicant Address: 243 Central Ave N
City, State, Zip: Valley City ND 58072 Email Address: Bridge Oh Excavating@gmail.com

Owner Name: Blake Stephens Phone: 701-840-3261
Owner Address: 921 19th Ave SW
City, State, Zip: VC ND 58072 Email Address: same

Owner Authorization: [Signature] Date: 5-7-26
If the applicant is not the same as the owner, the owner must sign the application or submit a letter authorizing the applicant to proceed on behalf of the owner.

Physical Address of Property (if assigned): 243 Central Ave N

Property Description (attach add'l sheet if necessary):

Parcel ID# 63-3471797 Lot 14 Block 19 Subdivision Original townsite
Section _____ Twp _____ Range _____ Metes and Bounds: _____

Briefly describe the reason for request:

Applicant Signature: [Signature] Date: 5-7-26

The signature of the applicant and owner (or written permission of the owner) certifies that permission is granted by the owner to all authorized City personnel to enter the property for the purpose of review of this application. The applicant and owner further certify that all City Ordinances will be complied with and that the information given within this application as well as the plans submitted are in all respects true and correct to the best of my knowledge and belief.

VALLEY CITY USE ONLY:

Application and fees. Rec'd on date: 06.09.2026 in the amount of \$ 200.00 Cash/Check 1061

Application/Supporting documents deemed complete. Date: _____ Initials: _____

P&Z: Hearing Date _____ Approval: ☐ Yes ☐ Yes with conditions ☐ No

Publication Dates:

P&Z findings and recommendations sent to City Commission. Date: _____

Valley City Planning Commission – June 9, 2026 Agenda

Action Request: Conditional Use Permit Application

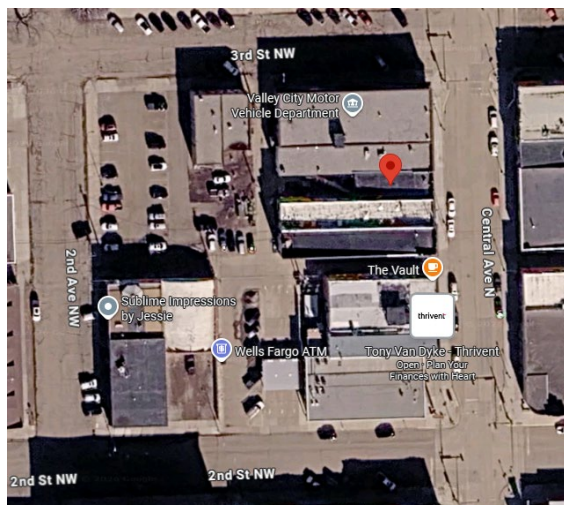
Applicant: Highline Rentals LLC

Objective: Operate a small short-stay accommodation facility

Property Owners: Blake Stephens

Legal Description: South ½ Lot 14 Block 19 Original Townsite for the City of Valley City, North Dakota

Project Location: The lot pertaining to this application is located on the west side of Central Avenue between 2nd Street NE and 3rd Street NE in Valley City. The map below shows the applicable parcel highlighted in blue.



Analysis: The land pertaining to this proposed CUP is zoned B-1 Central Business District. The intent of the Central Business District is to preserve and enhance the Valley City downtown as the center for office employment, shopping, financial and cultural activities. The Comprehensive Plan designates the land use for this area as Downtown Mixed Use and says “The Downtown category can best be characterized as the “urban core” of Valley City and reflects the significance of Downtown Valley City’s role as the center of the community. This mixed-use category accommodates the broad range of land uses and conditions that exist in the area designated Downtown. This part of the City is already the most heavily settled, and has the greatest range and highest levels of urban services. Residential, commercial, office, public and quasi-public, uses will continue to be predominate in the downtown area.”

The Comprehensive Plan says that “mapping of this land use category includes areas with existing urban commercial and office uses as well as some peripheral areas which could be appropriate for downtown uses in the future.” It further describes how this land use category is intended to be used by saying “this category allows for a vertical or horizontal mix of uses, including residential. Uses will vary by location but uses in the more intense areas of downtown would generally include a mix of civic, cultural, retail, restaurant, professional offices, financial institutions, medium/high-density housing, government (federal, state, and local) buildings and properties. Specific mix of uses and especially uses on the outer edges of the area should be guided by compatibility with nearby uses.”

Permitted and conditional uses allowed in the Central Business District are wide ranging. Listed especially relevant uses to this application are Hotel/Motel, Guest Inn, Multi-family Use. Hotel/Motel and Guest Inn are the only two uses listed in the Central Business District for the accommodation of transient guests. They are defined as follows:

Hotel/Motel: Any building or portion thereof where lodging is offered to more than ten transient persons for compensation.

Guest Inn: Any building or portion thereof where lodging is offered to ten or less transient persons for compensation.

The applicant indicated his intent to provide four guest rooms with two bathrooms for use by the guests, and a small kitchenette. This is consistent with the definition of Guest Inn. The applicant indicated that parking would be provided on the city-owned lot located at the back of the building.

VCMC 11-05-09 says that “All guest inn uses shall be subject to the following standards:

1. Guest inn uses shall be subject to a conditional use permit in accordance with section 11-07-02. Structures shall not be altered in a way that changes their general residential appearance.
2. A minimum of one off-street parking space shall be provided for each guest bedroom. Additional parking shall be required if reception or party space is available. If four or more off-street parking spaces are provided, visual screening from adjacent residential uses shall be required.
3. One sign shall be allowed, with a size limit of two square feet. Internally illuminated signs are not allowed.
4. Receptions, private parties, or similar activities shall not be permitted unless expressly approved as part of the conditional use permit.

5. No long-term rental shall be permitted. The maximum length of stay shall be 30 days.
6. All guest rooms shall be located within the principal structure.
7. Other than registered guests, no meals shall be served to the general public unless expressly approved as part of the conditional use permit.
8. No cooking facilities shall be allowed in the guest rooms.
9. All guest inn uses must comply with the Valley City Health Department Regulations.
10. All guest inn uses shall comply with Fire Code Requirements.”

VCMC 11-06-02 provides requirements pertaining to off-street parking in Table 4. Table 4 indicates that boarding houses, guest inns, and rooming houses are required to have 1 space per rented room + spaces for the single-family residence (if owner-occupied). It also indicates all required off-street parking must be located on the same lot as the principal use unless it is impractical to provide parking on the same lot, in which case the Board of Adjustment may permit required off-street parking to be located on any lot within 500 feet of the principal use.

VCMC 11-07-02 provides requirements pertaining to conditional uses as follows:

1. A conditional use is one that may or may not be compatible with other uses in zoning district within which it is located. Potential conditional uses are listed in this Zoning Ordinance for each zoning district. Other uses of the same general character to those listed may be considered for a conditional use permit, provided they are deemed fitting or compatible with the zoning district by the Planning and Zoning Commission.
2. The compatibility must be judged on the basis of the particular circumstances and may require the imposing of conditions. The procedure for issuance of conditional use permits as provided for in this Zoning Ordinance is as follows:
 - a. The applicant for a conditional use permit shall file applications in writing with the city and pay a fee (see fee schedule) when the applications is filed.
 - b. Property owners within 250 feet of the property in question shall be given not less than seven days' notice of the pending issue and when the same will be considered, although failure of any property owner to receive such notification shall not invalidate the proceedings.
 - c. The Planning and Zoning Commission shall consider the application at its next regular meeting, after compliance with the provisions of notice above specified.
 - d. The applicant or his representative shall appear before the Planning and Zoning Commission and answer any questions concerning the proposed conditional use.
 - e. The Planning and Zoning Commission shall consider possible adverse effects of the proposed conditional use and what additional requirements may be necessary to prevent such adverse effects.
 - f. A conditional use permit shall be required for any business that operates on land zoned B-1 or B-2 that intends to operate between the hours of 11:00 p.m. and 7:00 a.m. The conditions to be considered include but are not limited to:

- i) Off street parking for employees.
- ii) Training of employees to regarding quiet shift changes.
- iii) Controlled garbage regulations.
- iv) Restrictions on operation of vehicles that would violate noise ordinances.
- v) Construction of sound or sight barriers.
- vi) All equipment used must be street legal.

g. The Planning and Zoning Commission shall make recommendations regarding each application. The report of the Planning and Zoning Commission shall be referred to the City Commission and placed on the agenda of the City Commission at its next regular meeting.

h. The City Commission shall take action on the application within 60 days after receiving the report of the Planning and Zoning Commission. If it grants the conditional use permit, the City Commission may impose any special conditions it considers necessary to protect the public health, safety and welfare and to achieve the purposes of this Zoning Ordinance.

Findings:

- A. A guest inn is an appropriate use in the Central Business District according to the Valley City Zoning Ordinance and is consistent with the Downtown Mixed Use land use category of the Comprehensive Plan.
- B. A minimum of four off-street parking spaces must be available within 500 feet of the lot containing the guest inn, and according to the applicant a city owned parking lot on the same block can provide these spaces.
- C. The maximum length of stay for a guest may not exceed 30 days.
- D. The proposed use must comply with Valley City Department of Health and Fire Code requirements.

Recommendation:

Barring additional information presented prior to or at the June 2026 Planning and Zoning Commission, or submitted to the Board of City Commissioners, it is recommended the proposed Conditional Use Permit for a guest inn in the Central Business District be approved and recommended for approval to the Board of City Commissioners with the following conditions:

- 1. The City attorney finds that 4 off street parking spaces are available in accordance with the requirements of the Valley City Municipal Code.
- 2. The applicant must meet and continuously comply with any and all licensing and permitting requirements of the City of Valley City including building code and fire code inspections.
- 3. The applicant must designate and provide a contact person residing in the City of Valley City responsible for the operation of the guest inn and any issues arising from its operation.
- 4. The applicant will maintain records demonstrating continuous compliance with the requirement limiting the maximum length of stay for all guests to not exceed 30 days.

July 14th, 2026 – MINUTES OF REGULAR MEETING OF VALLEY CITY PLANNING AND ZONING COMMISSION

Chair Mike Schell presided and called the meeting to order at 4:00pm on Tuesday July 14th, 2026

Commissioners present: Bill Carlblom, Mike Bishop, Brian Heath, Tim Durham

Others: City Attorney Carl Martineck, City Planner Joel Quanbeck, Acting Secretary/City Assessor Tina Drabus, Building Inspector Mike Blevins, City Engineer Tracy Eslinger (Moore), Jeff Erickson, Verna Rosland, Travis Carter

Commissioner Bill Carlblom moved to approve the minutes from the June 9th, 2026 and June 15th, 2026 meetings seconded by Commissioner Tim Durham. Motion passed with unanimous approval.

Public Hearing – Conditional Use Permit – Vera Rosland 704 3rd ST NW

Chair Schell opened the public hearing.

Verna Rosland spoke on her plans for a in-home business at 704 3rd ST NW and answered any questions the commissioners had.

Commissioner Carlblom made a motion to close the public hearing, seconded by Commissioner Durham

The Commission discussed the application.

Commissioner Carlblom made a motion to approve the application for a conditional use permit for Verna Rosland at 704 3rd ST NW with the following condition:

1. The proposed use must comply with Fire Code requirements
2. Receive confirmation that the proposed use meets Fire Code requirements from the appropriate city official.

Seconded by Commissioner Bishop. The motion passed on a roll call vote with unanimous approval.

Public Hearing – Variance – Travis Carter 1279 Central Ave N

Chair Schell opened the public hearing.

Travis Carter spoke about why he needs a 2ft variance and answered any questions the commissioners had.

Commissioner Carlblom made a motion to close the public hearing, seconded by Commissioner Durham

The Commission discussed the application.

Commissioner Bishop made a motion to approve the variance application for Travis Carter at 1279 Central Ave N

Seconded by Commissioner Carlblom. The motion passed on a roll call vote with unanimous approval.

Discussion – Pending Text Amendments

City Planner Joel Quanbeck presented information on the current lodging regulations. Quanbeck is working on revisions to clarify the current lodging categories and definitions for length of stay and will present them to the Commission at a future meeting.

Adjourn

Meeting was adjourned at 4:14pm

Attested to by:

Tina Drabus, Acting Secretary
Planning and Zoning Commission
City of Valley City

Mike Schell Chairman
Planning and Zoning Commission
City of Valley City

RESOLUTION NO. 2533

A RESOLUTION APPROVING CONDITIONAL USE PERMIT LOT 1 BLOCK 11, BENSON'S ADDITION TO CITY OF VALLEY CITY (COSMETICS BUSINESS HOME OCCUPATION)

WHEREAS, an application was submitted to the Valley City Planning and Zoning Commission requesting a Conditional Use Permit (CUP) to operate cosmetics business on the following residential parcel within the City of Valley City, North Dakota, pursuant to section 11-05-10 of the Valley City Municipal Code (V.C.M.C.):

Lot 1 Block 11, Benson's Addition to the City of Valley City. Parcel no. 63-0341421.
(704 3rd Street NW)

and;

WHEREAS, the Planning and Zoning Commission, following a public hearing on July 14, 2026, recommended approval of the CUP with conditions; and

WHEREAS, pursuant to V.C.M.C. § 11-07-02, if a CUP is granted, the Board of City Commissioners may impose any special conditions it considers necessary to protect the public health, safety and welfare and to achieve the purposes of the City Zoning Code.

THEREFORE, BE IT HEREBY RESOLVED, that the Board of City Commissioners of the City of Valley City, Barnes County, North Dakota, hereby approves the Conditional Use Permit for a cosmetics business on Lot 1 Block 11, Benson's Addition to the City of Valley City, North Dakota, with the following conditions:

1. The proposed use must comply with Fire Code requirements.
2. The owner must receive confirmation, following an inspection by the appropriate city official, that the proposed use meets Fire Code requirements.
3. The permit shall automatically terminate upon termination of the lease or ownership interest held by Vera Rosland.
4. The permit shall be subject to compliance with all other conditions of V.C.M.C. § 11-05-10.

Passed, adopted and approved this 21st day of July, 2026.

Michael Bishop, President
Board of City Commissioners

ATTEST:

Brenda Klein, Finance Director

Valley City Planning and Zoning APPLICATION

Procedures and submission requirements can be found in the Valley City Municipal Code. Application and fees must be submitted as soon as possible in order to allow sufficient time for publication of required public hearing notices. The Planning and Zoning Commission generally meets and holds public hearings the 2nd Tuesday of every month at 4pm. Additional fees will be assessed if it is determined a meeting is needed to be held outside of regularly scheduled meeting dates.

Please check all that apply and submit payment with application. This application may be utilized for more than one request or applicant may copy and attach a separate application for each item as needed.

☐ Variance (\$100) ☐ Vacation of Street/Alley (\$150) ☐ Zoning Ordinance Text Amendment (\$200)	☐ Zoning Map Amendment (Zone/Rezone) (\$200) ☒ Conditional Use Permit (\$200) ☐ PUD/PUD Amendment (\$200) ☐ Other: _____ (\$TBD)
--	--

Applicant Name: Vera Rosland Phone: 701-830-2184
 Applicant Address: 704 3rd St. NW
 City, State, Zip: Valley City, ND, 58072 Email Address: 14verar@gmail.com

Owner Name: Peggy A Brandenburger Phone: 701-535-1178
 Owner Address: 407 4th St S
 City, State, Zip: Ellendale ND 58436 Email Address: pegbrandy@yahoo.com

Owner Authorization: Peggy A Brandenburger Date: 4-13-2025
If the applicant is not the same as the owner, the owner must sign the application or submit a letter authorizing the applicant to proceed on behalf of the owner.

Physical Address of Property (if assigned): <u>704 3rd St. NW Valley City, ND, 58072</u>
Property Description (attach add'l sheet if necessary): Parcel ID# _____ Lot _____ Block _____ Subdivision _____ Section _____ Twp _____ Range _____ Metes and Bounds: _____ _____ _____
Briefly describe the reason for request: <u>I will be making cosmetic products (body butter, lip balm, etc.) in my home. I will also be selling these products online.</u>

Applicant Signature: Vera Rosland Peggy A Brandenburger Date: 4-21-26

The signature of the applicant and owner (or written permission of the owner) certifies that permission is granted by the owner to all authorized City personnel to enter the property for the purpose of review of this application. The applicant and owner further certify that all City Ordinances will be complied with and that the information given within this application as well as the plans submitted are in all respects true and correct to the best of my knowledge and belief.

VALLEY CITY USE ONLY:

Application and fees. Rec'd on date: 05.04.2026 in the amount of \$ 200.00 Cash/Check Check
 Application/Supporting documents deemed complete. Date: _____ Initials: _____

Valley City Planning Commission – July 14, 2026 Agenda

Action Request: Conditional Use Permit Application

Applicant: Vera Rosland

Objective: Obtain a conditional use permit for a home occupation creating cosmetic products and selling them online from a single-family residential lot in the R-2 District

Property Owners: Peggy A Brandenburger

Legal Description: Lot 1 Block 11 Benson's Addition to the City of Valley City, North Dakota

Project Location: The lot pertaining to this application is located on 3rd Street NW between 7th Avenue NW and 8th Avenue NW in Valley City. The map below shows the applicable parcel highlighted in blue.



Analysis: The land pertaining to this proposed CUP is zoned R-2 Two-Family Residential District. Subsection 3, Conditional Uses of **Section 11-03-09. - R-2 Two-Family Residential District** lists “home occupation” as requiring conditional use permits in that district. The definition of a conditional use in the Valley City zoning ordinance is “a use which is permitted only through the issuance of a conditional use permit as provided by Section 11-07-02.” Section 11-07-02 notes that ensuring compatibility with other uses in a zoning district is a primary purpose of conditional use permits. It further says that “the compatibility must be judged on the basis of the particular circumstances and may require the imposing of conditions.” As with all zoning, the fundamental intent is to protect the public health, safety, and welfare. **Section 11-05-10. - Home occupations** provides guidance on the operation of a home occupation and is cited below:

“Many types of work can be conducted at home with little or no effect on the surrounding neighborhood. The home occupation regulations of this section are intended to permit residents to

engage in home occupations, while ensuring that home occupations will not be a detriment to the character and livability of the surrounding neighborhood. The regulations require that home occupations (an accessory use) remain subordinate to the allowed principal use (household living) and that the residential viability of the dwelling unit is maintained.

1. A conditional use permit is required.
2. The use of the dwelling unit for the home occupation is clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than 25 percent of the floor area of the dwelling shall be used in the conduct of the home occupation.
3. There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation, other than one small announcement of professional sign not exceeding two square feet in area, and provided that no such sign shall be illuminated.
4. A maximum of one non-resident employee is allowed.
5. Customers may visit the site only during the hours of 7:00 a.m. to 9:00 p.m.
6. No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the lot, if the occupation is conducted in a single-family residence. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises, or causes fluctuations in live voltage off the premises.
7. No home occupation shall be conducted in any accessory buildings except in the AG Agriculture Zoning District.
8. There shall be no full-time retail sales in connection with such home occupation.
9. No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood.
10. Deliveries or pick-ups of supplies or products associated with business activities are allowed only between 8:00 a.m. and 6:00 p.m. Vehicles used for delivery and pick-up are limited to those normally servicing residential neighborhoods.
11. Prohibited uses include:
 - a. Vehicle and large equipment repair.
 - b. Dispatch centers.
 - c. Mortuaries.
 - d. Animal care, grooming, or boarding facilities.
 - e. Adult entertainment center.”

The applicant indicated she will be using a small room upstairs to make and store her products. It is roughly a 10x12 room. The products will be stored in totes on shelves in the room. She has indicated she has no concerns about meeting the applicable requirements for home occupations.

VCMC 11-07-02 Conditional Uses provides requirements pertaining to conditional uses as follows:

1. A conditional use is one that may or may not be compatible with other uses in zoning district within which it is located. Potential conditional uses are listed in this Zoning Ordinance for each zoning district. Other uses of the same general character to those listed may be considered for a conditional use permit, provided they are deemed fitting or compatible with the zoning district by the Planning and Zoning Commission.

2. The compatibility must be judged on the basis of the particular circumstances and may require the imposing of conditions. The procedure for issuance of conditional use permits as provided for in this Zoning Ordinance is as follows:

a. The applicant for a conditional use permit shall file applications in writing with the city and pay a fee (see fee schedule) when the applications is filed.

b. Property owners within 250 feet of the property in question shall be given not less than seven days' notice of the pending issue and when the same will be considered, although failure of any property owner to receive such notification shall not invalidate the proceedings.

c. The Planning and Zoning Commission shall consider the application at its next regular meeting, after compliance with the provisions of notice above specified.

d. The applicant or his representative shall appear before the Planning and Zoning Commission and answer any questions concerning the proposed conditional use.

e. The Planning and Zoning Commission shall consider possible adverse effects of the proposed conditional use and what additional requirements may be necessary to prevent such adverse effects.

f. A conditional use permit shall be required for any business that operates on land zoned B-1 or B-2 that intends to operate between the hours of 11:00 p.m. and 7:00 a.m. The conditions to be considered include but are not limited to:

i) Off street parking for employees.

ii) Training of employees to regarding quiet shift changes.

iii) Controlled garbage regulations.

iv) Restrictions on operation of vehicles that would violate noise ordinances.

v) Construction of sound or sight barriers.

vi) All equipment used must be street legal.

g. The Planning and Zoning Commission shall make recommendations regarding each application. The report of the Planning and Zoning Commission shall be referred to the City Commission and placed on the agenda of the City Commission at its next regular meeting.

h. The City Commission shall take action on the application within 60 days after receiving the report of the Planning and Zoning Commission. If it grants the conditional use permit, the City Commission may impose any special conditions it considers necessary to protect the public health, safety and welfare and to achieve the purposes of this Zoning Ordinance.

Findings:

- A. The proposed home occupation will meet the home occupation requirements of **Section 11-05-10**. The area used for the home occupation is approximately 8% of the floor area of the residence. Traffic generated by the business will be minimal. The cosmetic production process will not create noticeable or objectionable impacts to the neighborhood.

- B. The proposed home occupation appears compatible with other uses in zoning district within which it is located.
- C. The proposed use must comply with Fire Code requirements.

Recommendation:

Barring additional information presented prior to or at the July 2026 Planning and Zoning Commission, or submitted to the Board of City Commissioners, it is recommended the proposed Conditional Use Permit for a home occupation creating cosmetics and selling them online be approved and recommended for approval to the Board of City Commissioners with the following conditions:

- 1. Receive confirmation that the proposed use meets Fire Code requirements from the appropriate city official.

June 2026 Expenditures

Monthly Exp	\$2,504,338
<i>Includes:</i>	
Permanent Flood Protection	\$290,924
Construction Projects	\$233,081
PW Capital Projects	\$1,020,918
MRES-Purchased Power	\$414,939
Payroll & Benefits	\$320,707
VCBCDC - Fund 240	\$14,581
VCBC Library	\$8,273
VC Park District	\$64,906
<i>Subtotal:</i>	<i>\$2,368,328</i>
Balance for operations:	\$136,010

Contract Amendment

Contract Name and Number: Online Legal Research Subscription Services, # ND 215

Amendment Number: 4 (Four)

This amendment #4 (Four) is made to Online Legal Research Subscription Services # ND 215 (Contract) between the State of North Dakota, acting through its State of North Dakota, acting through its Office of Management and Budget, North Dakota State Procurement Office (STATE), and West Publishing Corporation d/b/a West, a Thomson Reuters business (CONTRACTOR).

The parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions conflict with any of the terms and conditions of the Contract, then, notwithstanding any term in the Contract, the following terms and conditions govern and control the rights and obligations of the parties.

The parties agree to amend the Contract as follows:

Renewal and Extensions

Contract Section 7 (seven), Term of Contract. The Contract commenced on February 1, 2020, for a period of 5 (five) years (thru January 31, 2025) with 4 (four) options to renew the Contract for a period of 12 (twelve) months each and 1 (one) option to extend the Contract not to exceed 12 (twelve) months.

The Contract previously renewed for 12 (twelve) months and extended for 3 (three).

The parties hereby agree to renew the Contract for an additional 12 (twelve) months; therefore, the Contract is amended to change the expiration date to April 30, 2027. The Contract has 2 (two) options to renew and 1 (one) option to extend for a period of 9 (nine) months remaining.

Scope of Work

Exhibit A. Amendment 1 amended the Contract by deleting Exhibit A, West Price Schedule – Master Contract, and replacing it with West Price Schedule – Master Contract (updated 5/29/2024).

The Contract was amended further in Amendment 3 by deleting Amendment 1's Exhibit A, West Price Schedule –Master Contract (updated 5/29/2024) and replacing it with the new Exhibit A, "Westlaw, CLEAR, and Other Solutions" document, dated April 17, 2025.

Amendment 4 further amends the Contract by deleting Amendment 3's Exhibit A, "Westlaw, CLEAR, and Other Solutions" (updated 4/29/2025) and replacing it with the new Exhibit A, "*Westlaw, CLEAR, and Other Solutions*" document, dated April 9 2026, attached and made part of this Amendment.

All other terms of the Contract remain in effect. This Contract Amendment is not effective until fully executed by all parties.

EXECUTION

CONTRACTOR	STATE OF NORTH DAKOTA
West Publishing Corporation	Acting through its Office of Management and <i>Budget, ND State Procurement Office</i>
BY: 	BY: <i>Annie Masset</i>
Printed Name: John S. Nelson	Printed Name: Annie Masset
Title: Director of Procurement	Title: Procurement Officer
Date: 4/23/2026	Date: 4/24/26

THOMSON REUTERS

Westlaw, CLEAR, and Other Solutions

for the State of North Dakota

Shared Services Division - Procurement

RESPONSE TO REQUEST FOR QUOTE

SUBMITTED TO

Abigail Dschaak

600 East Boulevard Avenue
Bismarck, ND 58505

SUBMITTAL DATE

April 9, 2026

SUBMITTED BY

Thomson Reuters

(West Publishing Corporation)

Samantha Christiansen

Procurement and Proposal Management

Phone: 763.326.0017

Email: sam.christiansen@thomsonreuters.com

Contractor Information

Any contract resulting from this bid will be with West Publishing Corporation, d/b/a West, a Thomson Reuters business:

Legal Contracting Entity	West Publishing Corporation
Doing Business As (DBA)	West, a Thomson Reuters business
Corporate Address	2900 Ames Crossing Road, Suite 100, Eagan, MN 55121
Remittance Address	P.O. Box 6292, Carol Stream, IL 60197-6292
Federal Tax ID #	41-1426973
DUNS #	14-850-8286
Cage Code	89101
Company Size	Large
SAM Registration	Current (see: www.sam.gov/)
Representations and Certifications	Current (see: www.sam.gov/)
FEDLINK Contract #	LCFDL23D0027

PROCUREMENT SUPPORT

For any questions, forwarding of amendments or modifications, or if our response requires further clarification, contact Samantha Christiansen at 763.326.0017 or sam.christiansen@thomsonreuters.com.

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West Price Schedule

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

West Content Offerings Summary

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

- **Option 1 – Legal Research.** West is providing purchasing agencies the ability to choose from six (6) legal research packages (Options 1A – 1G).
- **Option 2 – Investigative Research and Public Records.** Options 2A-2D offer comprehensive public records content via our investigative research services. These packages help support agencies' investigative research and law enforcement personnel to locate people faster, conduct due diligence more efficiently, and save valuable time and resources during investigations.
- **Option 3 – Print Products and Programs.** Option 3A provides authorized agencies a discount off retail pricing for the purchase of eligible new print titles, existing print purchases, and eligible print programs.
- **Option 4 – Legal/Business Management Software.** West is providing one optional product (Options 4A) related to document and matter management and case management.
- **Option 5 – Custom Packages.** The custom packages offered as part of this contract recognize that eligible agencies may have diverse needs that are best met by a content set that is outside the pre-packaged content sets provided by Options 1 and 2. These custom packages provide maximum flexibility to purchase custom packages of legal online or investigative online information.

Pricing

West 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 needs. To discuss content and price options best suited to your agency's needs, please contact your West government sales representative.

Agency Ordering Instructions

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

Option 1 – Legal Research

This option provides access to general legal research and investigative subscription services. The State purchasing agencies can pick and choose from seven (7) commonly requested legal research packages (Options 1A-1G):

- Option 1A – North Dakota Edge
- Option 1B – National Primary Edge
- Option 1C – Westlaw Precision
- Option 1D – Westlaw Advantage
- Option 1E – CoCounsel Essentials
- Option 1F – Westlaw Patron Access
- Option 1G – Westlaw Correctional

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

Option 1A – North Dakota Edge

This option provides access to North Dakota-specific primary law content on Westlaw Edge.

INCLUDED CONTENT: NORTH DAKOTA PRIMARY LAW MATERIALS		
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing	
No. of Users	Year 1	Year 2
1	\$124	\$131

Content Description

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

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

Option 1B – National Primary Edge

This option provides access to National Primary materials on Westlaw Edge.

INCLUDED CONTENT: NATIONAL PRIMARY LAW MATERIALS		
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing	
No. of Users	Year 1	Year 2
1	\$212	\$223

Content Description

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

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

Option 1C – Westlaw Precision

This option provides access to National Primary and Analytical materials, and NRS images on Westlaw Precision.

INCLUDED CONTENT: NATIONAL PRIMARY LAW MATERIALS, ANALYTICAL PLUS, NRS IMAGES		
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing	
No. of Users	Year 1	Year 2
1	\$646	\$679

Content Description

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

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

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

NRS Images – National Reporter Images, a Westlaw exclusive, provides cost effective, easy access to an exact electronic copy of a National Reporter System case through Westlaw. (Westlaw exclusivity means that other online providers will never have a comparable product because National Reporter Images are tied directly to the National Reporter System cases published by Thomson Reuters.)

Key features and benefits include the following:

- **Cost Savings**—Using National Reporter Images can result in cost savings over the total cost of photocopying a case.
- **Competitive Advantage**—National Reporter Images provides an actual image of the case with footnotes printed within the text of the opinion.
- **Familiar Book Format**—National Reporter Images allows for easy reading and reference because the PDF pages look exactly like the book pages, including the same page breaks, page numbers, footnotes, type fonts, headnotes, key numbers, and other features.

Easy Online Access—If a National Reporter Image is available for the case being viewed, a National Reporter Image icon is displayed at the top of the case (shown outlined below). Just click the icon to quickly access the PDF image.

Option 1D – Westlaw Advantage

This option provides access to National Primary and Analytical materials, on Westlaw Advantage with Deep Research, Claims Explorer, AI Jurisdictional Surveys and AI.

INCLUDED CONTENT: NATIONAL PRIMARY LAW MATERIALS, ANALYTICAL PLUS, NRS IMAGES		
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing	
No. of Users	Year 1	Year 2
1	\$205	\$218

Content Description

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

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

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

Deep Research—Constructs a multi-step research plan, executes it iteratively, and produces a comprehensive, citation-backed report that includes transparent reasoning and analysis. Deep Research uses custom-trained agentic AI that works in conjunction with trusted, current Westlaw content, including annotated statutes, state and federal administrative content, and current awareness, as well as exclusive

tools such as Key Numbers, KeyCite, and Precision Research classifications, to analyze vast amounts of legal information automatically, identifying key precedents and delivering clear insights. Instructed by experienced in-house attorneys and guided by customer interviews, Deep Research approaches legal research like an expert.

Claims Explorer—When you enter the facts of your case, Claims Explorer generates a list of relevant claims to consider, and each claim includes an explanation to help you quickly understand why it was surfaced and whether it is worth researching further.

AI Jurisdictional Surveys—Craft surveys using legal questions and receive solid starting points, with citations, for research in every relevant jurisdiction within minutes. Quickly revisit a legal question or change the jurisdictions examined as your research requires. The system provides the most current law in each jurisdiction and alerts you to changes in legal standards through KeyCite flags, ensuring your research remains current and accurate.

AI Capabilities—Manage large volumes of complex data efficiently by distilling lengthy dockets into simplified views, summarizing negative KeyCite treatments of cases, and searching and summarizing specific secondary source content sets, such as Rutter Group Practice Guides and O’Connor’s.

Option 1E – CoCounsel Essentials

This option provides access to the CoCounsel Essentials comprehensive legal AI tool. Pricing is based on the number of users per agency.

INCLUDED CONTENT: COCOUNSEL CORE		
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing	
No. of Users	Year 1	Year 2
1	\$277	\$294

Content Description

CoCounsel Essentials gives you access to an integrated, AI-powered legal productivity platform designed to automate core legal tasks—including document analysis, drafting, and review—across both litigation and transactional workflows. CoCounsel helps you to understand and derive actionable insights from any set of documents, from case files to contracts, so you can more quickly, confidently, and strategically craft an approach and move your work forward more easily.

Whether reviewing complex contracts, analyzing discovery materials, or identifying relevant precedents, the platform helps eliminate common bottlenecks and guides you to optimal starting points for drafting and negotiation. Embedded seamlessly with both our tools and Microsoft 365 environments, such as Word, Outlook, and Teams, it enables users to work effectively within their established workflows.

Additional features that come with a subscription to CoCounsel Essentials include Agentic Guided Workflows, the CoCounsel Library, Knowledge Search, pre-curated prompts, and other resources that leverage AI to help you complete the most time-consuming tasks.

Document Analysis—These document analysis skills can help you pinpoint key information, communicate complex ideas, and accelerate critical, time-intensive legal tasks in a single, user-friendly interface.

Document Drafting—CoCounsel’s Microsoft Word add-in revolutionizes the drafting process by integrating AI capabilities directly into MS Word. Easily find the best starting point, confidently use AI within your drafting workflow, quickly detect document changes, and format and finalize documents with ease.

Option 1F – Westlaw Patron Access

This option provides access to State Primary and National Analytical materials.

INCLUDED CONTENT: STATE PRIMARY, NATIONAL ANALYTICAL LIBRARY		
Fixed Monthly Charge:	Monthly Per Terminal Per Agency Location Pricing	
No. of Users	Year 1	Year 2
1	\$853	\$896

Content Description

State Primary— The State Primary provides access to comprehensive state legal materials, including the following:

- Case law
- Statutes and court rules
- Legislative service
- Bill and Regulation Tracking

This collection also provides access to federal legal materials, including case law for the applicable circuit and district courts, and United States Code Annotated (USCA).

National Analytical—The Analytical Library combines expert legal analysis with treatises, forms, jury instructions, and more. This collection of titles helps researchers quickly review specific points in familiar areas of law and cover unfamiliar ground with confidence and speed. This library provides several analytical sources, including *American Law Reports* (ALR), the AMJUR Library, *Corpus Juris Secundum* (CJS), and State Materials.

Option 1G – Westlaw Correctional

This option provides access to All Primary and Analytical materials.

INCLUDED CONTENT: ALL PRIMARY, ANALYTICAL LIBRARY		
Fixed Monthly Charge:	Monthly Per Terminal Per Agency Location Pricing	
No. of Users	Year 1	Year 2
1	\$611	\$642

Content Description

All Primary—Primary Law on Westlaw provides access to editorially enhanced state and federal case law, statutes, regulations, and administrative materials in a single, integrated research tool. Key features include WestSearch Plus, KeyCite, and KeySearch. Westlaw Correctional also incorporates help files that cover the following topics: searching for documents, finding documents, finding statutes, and using KeyCite and KeySearch.

Analytical Library—The Analytical Library combines expert legal analysis with treatises, forms, jury instructions, and more. This collection of titles helps researchers quickly review specific points in familiar areas of law and cover unfamiliar ground with confidence and speed. This library provides several analytical sources, including *American Law Reports* (ALR), the AMJUR Library, Black's Law Dictionary, Federal Practice and Procedure, Forms, and State Materials.

Option 2 – Investigative Research

This option provides the State purchasing agencies the ability to pick and choose from four (4) commonly requested investigative research packages (Options 2A-2D):

- Option 2A—Investigations Basic
- Option 2B—Investigations Advanced
- Option 2C—Skip Tracing
- Option 2D—CLEAR Investigate

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

Option 2A – CLEAR Investigations Basic

CLEAR INVESTIGATIONS BASIC (MONTHLY PER USER PER AGENCY LOCATION PRICING)

No. of Users	Year 1	Year 2
1	\$127	\$133

Content Description

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

With this plan you can:

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

Option 2B – CLEAR Investigations Advanced

CLEAR INVESTIGATIONS ADVANCED (MONTHLY PER USER PER AGENCY LOCATION PRICING)		
No. of Users	Year 1	Year 2
1	\$215	\$226

Content Description

CLEAR Investigations Advanced — CLEAR Investigations Advanced delivers a comprehensive collection of public and proprietary records, including records for people, assets, businesses, court records, licenses, and much more. Access to select dashboard tools readily adds context to search results and helps focus investigative efforts. In addition to Workspace and live gateway access to credit header data and the Reverse Phone Lookup, CLEAR Investigations Advanced provides access to the Motor Vehicle Gateway and Web and Social Media.

With this plan you can:

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

Option 2C – Skip Tracing

SKIP TRACING (MONTHLY PER USER AGENCY LOCATION PRICING)		
No. of Users	Year 1	Year 2
1	\$80	\$84

Content Description

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

Option 2D – CLEAR Investigate

SKIP TRACING (MONTHLY PER USER AGENCY LOCATION PRICING)		
No. of Users	Year 2	Year 3
1	\$384	\$408

Content Description

CLEAR Investigate— CLEAR Investigate is a purpose-built AI-powered investigative platform designed to simplify and streamline the process of gathering, validating, and analyzing information from CLEAR premium public records data and open web sources. The platform converts natural language questions into structured search plans that execute automatically, returning consolidated findings with transparent links to underlying records. This reduces the need for manual searching across multiple systems and minimizes the time spent reconciling duplicative or conflicting information.

CLEAR Investigate is designed to reduce routine early-stage work, such as running similar queries across multiple sources and consolidating results. It is designed for use cases such as due diligence, fraud/program integrity reviews, compliance research, and investigative lead development.

Option 3 – Print Products and Programs

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

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

Option 4 – Legal / Business Management Software / Value Add Content

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

Option 4A – HighQ

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

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

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

West would provide the following fixed pricing per user per agency for HighQ Collaborate Premium. Standard setup includes 1 GB of storage for each user.

INCLUDED CONTENT: HIGHQ COLLABORATE PREMIUM

One-Time Implementation Fee Per Agency Location

\$12,000.

Fixed Monthly Cost Per Agency Location			
Service	No. of Users	Year 2	Year 3
HighQ	1	\$767	\$806
Additional 100GB of Storage	-	\$219	\$230
Additional Per Hr. Professional Services Fee	-	\$347	\$365
HighQ Document Automation Add-On	1	\$613	\$643
HighQ Managed Services	-	\$6,930	\$7,277
Data Migration/Integration	-	\$1,680	\$1,764

HIGHQ IMPLEMENTATION FEE

A one-time fee of **\$12,000** is charged for HighQ Instance Setup and 20 hours of Professional Services and document automation training. This includes application setup, site configuration, guidance, and administrator training. Additional services or configurations needed beyond the 20 hours of Professional Services are negotiable for agencies using HighQ.

CUSTOM OPTION

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

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

Option 5 – Custom Programs / Access / Packages

West is providing North Dakota agencies with a custom package option. Custom packages are offered in recognition that North Dakota agencies may have diverse and unique needs that the pre-packaged content sets cannot meet. These custom packages provide maximum flexibility to purchase custom packages of legal and/or investigative products and solutions specifically tailored to individual agencies' and end users' unique research needs. Offering customized packages allows an agency to enjoy the best value regarding both price and content. Custom packages also provide additional discounts and pricing incentives based on product volume, a multi-year commitment, and/or other factors.

Price schedules are unavailable under this option, as custom agency-specific pricing will be negotiated with the purchasing agency based on its research needs. Additional charges related to implementation, data conversion, and/or migration needs may apply. Please contact your local West government representative for more information about these custom plans and to obtain your discount. West also can provide agencies with trial access for select products.

Option 5A - Legal Research

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

Custom packages also may include other Thomson Reuters supplementary products and technology solutions, such as, but not limited to, legal drafting assistance, enhanced legal research platforms (e.g., Westlaw Edge, Westlaw Precision, Westlaw Correctional), practical law/legal know-how, AAR (AI-Assisted legal research tool) virtual hearings, case management, practice management, e-discovery, document automation, digital evidence management, digital identity, and workflow solutions that include, but are not limited to, matter and document management, and management of right-to-know requests, and Title IX workflows.

Option 5B - Investigative Research

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

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

analysis, document verification and biometrics, adverse media, employee and vendor screening, and other investigative tools.

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

Pricing Terms and Conditions

In addition, the following terms and conditions apply to any contract between Thomson Reuters (West Publishing Corporation, hereinafter "West") and the State of North Dakota Shared Services Division – Procurement or Eligible Agencies resulting from this bid (hereinafter "contract").

- **Contract Term**—The proposed contract term is for two (2) years: 2/1/2026 – 1/31/2028.
- **Eligibility**—Available only to authorized state and local agencies as agreed upon by the terms of the Master Service Agreement negotiated between the State of North Dakota Shared Services Division - Procurement and West Publishing Corporation ("West"). The rates set forth hereunder are available only to government personnel accessing West products for government purposes.
- **Agency/Purchasing Entity Locations**—Each agency location must subscribe separately. Access is limited to the agency's personnel at that location. Purchasing agencies/entities with multiple locations may purchase under the Custom Packages.
- **Authorized Users**—Only users authorized to use West products by the purchasing agency may access and use West products under the terms of the fixed-rate agreement, and such use must be solely for purposes directly related to the purchasing agency's research and work.
- **Passwords**—Each user must be assigned a separate password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among users is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to the purchasing agency if West learns that the product has been used by a person other than the person to whom the password has been issued.
- **Password Rates**—The Monthly Charge per User under each Per Password option will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one plan to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.
- **Westlaw: Included and Excluded Charges**—The proposed content is included in the West proposed fixed monthly charge. Access to and usage of all other content, features, and services is excluded and will be billed separately as excluded charges. The excluded content, features, and services will be charged at the applicable rates (including applicable transaction, communications, and other associated charges, if any) for each library, feature, or service accessed according to the then-current terms and conditions as set forth in the then-current Schedule A, Plan 2 Westlaw Government Service.

West may, at its option, make certain content, features, and services excluded charges if West is contractually bound or otherwise required to do so by a contributor of data to West, or if the content, features, and services are enhanced or released after the effective date of any contract awarded to West pursuant to this bid.

- **CLEAR Usage**—The West offer allows for CLEAR usage up to ten times the proposed fixed-monthly charge. (Usage will be calculated using then-current retail rates.) If the purchasing agency’s usage exceeds this limit in a given month, users will still have access to complete searching and reporting functionality within CLEAR; however, access to CLEAR live gateways may be limited for the remainder of that month or other remedies may be sought, such as renegotiating the purchasing agency’s fixed rate. (Please note: Most customers are not affected by this usage limit because the usage threshold is so high. And should the usage limit be reached, access to most CLEAR functionality is not directly affected; restrictions would apply to only a few premium gateway sources.)
- **CLEAR: Non-FCRA Use**—CLEAR is intended for due diligence and investigative purposes, activities not regulated by the Fair Credit Reporting Act (FCRA). Thomson Reuters is not a consumer reporting agency, and customers must not use any of the content, information, or services provided on our sites as a factor in establishing a consumer’s eligibility for credit or insurance to be used primarily for personal, family, or household purposes; for employment purposes; in consumer debt-collection decisions, or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 USCA §1681b).
- **New Content, Features, Services, and Platforms**—West reserves the right to charge for any new content, features, services, or platforms released during the term of this contract (whether “third-party” content or not), and such charges may be separate from and in addition to the Fixed Monthly Charge. Such charges (if any) shall not be greater than the charges at which such content, features, services, or platforms are made available to West’s other government subscribers under West’s then-current Government Price Plan.

If, however, any new content, features, services, or platforms released during the term of this contract are made generally available to government subscribers as part of their fixed rate agreement, West will also make these same new content, features, services, or platforms available to the agency at no extra cost.

- **Ordering Documents**—All access to and usage of West products is governed by the then-current Thomson Reuters General Terms and Conditions, Product-Specific Terms, and applicable Order Form. These documents (included at the end of this pricing proposal) will be incorporated by reference into and made part of any contract awarded to West pursuant to this bid.
- **Credentialing Documents**—Access to and usage of CLEAR requires completion of the then-current Customer Verification (Digital Verification Process).
- **Contractor Information**—Any contract resulting from this bid will be with:

Legal Contracting Entity	West Publishing Corporation
Doing Business As (DBA)	West, a Thomson Reuters business
Corporate Address	2900 Ames Crossing, Eagan, MN 55121
Remittance Address	P.O. Box 6292, Carol Stream, IL 60197-6292
Federal Tax ID #	41-1426973
DUNS #	14-850-8286
Cage Code	89101
Company Size	Large

- **Order Processing**—Unless otherwise stated in the Order Form, service will begin the first day of the first month following receipt of the fully executed West Order Form and after any necessary credentialing has been completed, provided adequate time is available for implementing the contract. In general, to implement a contract West must receive the fully executed contract no later than five business days prior to the end of the month preceding the start of service.

To expedite the processing of an order, please ensure that the order references West Order Form (i.e., “This Order incorporates by reference the attached West Order Form”).

- **Survivability**—At the time of expiration or cancellation of the Master Service Agreement, any existing multi-year agreement between West and a purchasing agency will remain in effect and continue to exist under the terms and conditions of the Master Service Agreement, including payment for services, until the term expires as set forth in the multi-year agreement.
- **Offer Acceptance Period**—The terms of this West Centralized Contract are valid for 60 days from the submittal date of this bid.

Bidder Subscriber Agreements and Sample Ordering Documents

The following contracting documents govern the access to and usage of various products that are offered under this bid. These agreements will be incorporated by reference and made part of any contract awarded to us pursuant to this bid.

Note: The appearance of ordering documents and supporting forms that are actually used may vary in appearance from the samples provided depending upon the product ordered and availability of electronic ordering systems.

LICENSING AGREEMENT TERMS

Governing terms applicable to all products offered herein.

- Document 1: [General Terms and Conditions](#)
- Document 2: [GenAI Additional Terms for Service](#)

Product-specific terms that may be applied to select orders.

- Document 3: [Product-Specific Terms](#)
- Document 4: [HighQ Product-Specific Terms](#)
- Document 5: [CoCounsel Core & CoCounsel Drafting Product Specific Terms](#)

ORDERING AND CREDENTIALING DOCUMENTS

Ordering documents applicable to certain products/packages offered herein.

- Document 6: [West Order Form](#)
- Document 7: [West Order Form – CLEAR](#)
- Document 8: [ProFlex Order Form](#) (for agencies with multiple locations)
- Document 9: [ProFlex Order Form – CLEAR](#) (for agencies with multiple locations)
- Document 10: [Westlaw Special Offer Order Form](#) (for select Westlaw, or other custom packages)
- Document 11: [CLEAR Special Offer Order Form](#) (for select CLEAR, or other custom packages)
- Document 12: [HighQ Order Form](#)
- Document 13: [HighQ ProFlex Order Form](#)
- Document 14: [Customer Verification Guide and FAQ](#) (account credentialing process required by law for access to Westlaw Public Records and CLEAR)
- Document 15: [Authorization for Unmasked Sensitive Data](#) (account credentialing required by law for access to Social Security Numbers, Date of Birth, and/or Driver's License information for CLEAR)

Transactional Rate Schedules

Transactional rates for access to and usage of excluded content, features and services.

- Document 16: [Schedule A Plan 2 Westlaw Government Service](#) (transactional rates for access to and usage of excluded content, features, and services).
- Document 17: [Schedule A Plan 2 Westlaw Government Service – Special Offer](#) (transactional rates for access to and usage of excluded content, features, and services).
- Document 18: [CLEAR Services Schedule A](#) (transactional rates for access to and usage of excluded content, features, and services).

ADDITIONAL GENERAL TERMS AND CONDITIONS LINKS

- Document 1: [Third Party Terms](#)
- Document 2: [Data Security Terms](#)
- Document 3: [Data Processing Terms](#)

About Us

West Publishing Corporation

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

Thomson Reuters

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

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

INTELLIGENCE



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

TECHNOLOGY



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

EXPERTISE



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

VALUES AND TRUST PRINCIPLES

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

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

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

AWARDS AND RECOGNITION

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

General Terms and Conditions

These General Terms and Conditions (“General Terms”) govern your access and use of Thomson Reuters Services, as such term is defined below. “We”, “us”, “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, these General Terms, and any applicable terms that are incorporated in the Ordering Document or these General Terms.
- c. “**Confidential Information**” means information in any form, whether oral or written, of a business, financial or technical nature which the recipient reasonably should know is confidential and which is disclosed by a party in the course of the Agreement.
- d. “**Documentation**” means manuals, handbooks, guides and other user instructions, documentation and materials available through the Services 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 Services, information, Documentation, data (whether tangible or intangible) and Usage Information. Property also includes data, information and technologies supplied by our third-party providers and available through the Services.
- 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 the 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 the Property. You acknowledge that, as between the parties, all intellectual property rights in the Property are owned by us, our Affiliates, or third-party providers. You will not remove or conceal any property rights notices in the Property 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, 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 subject to the terms and conditions of the Agreement.

c. **Documentation License.** 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 subject to the terms and conditions of the Agreement.

d. **Installed Software License.** 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 subject to the terms and conditions of the Agreement. You may make necessary copies of such installed software solely for backup and archival purposes. Any such copy of such installed software: (i) remains our exclusive Property; (ii) is subject to the terms and conditions of the Agreement; and (iii) must include all copyright or other proprietary rights notices contained in the original. You may only use such installed software in object code format.

e. **Limited License to Your Data.** You hereby grant us a non-exclusive license and right to use, copy, store, host, display, transmit and process Your Data solely as necessary for Thomson Reuters, our employees and contractors to provide our Services under the Agreement and in accordance with applicable law. Your Data may be used as an input for certain Artificial Intelligence (“AI”)-based functionality within our Services (“Input”) resulting in an output generated by the AI service (“Output”). You grant Thomson Reuters a license to use, modify, and adapt the Input as necessary for Thomson Reuters to perform, and improve our Services. Thomson Reuters retains all rights to any of the Property embedded in, or included with any Output, including any derivatives, or modifications thereto. You represent and warrant that you have all necessary rights and appropriate consents related to Your Data to allow Thomson Reuters to perform the Services and enforce its rights. We may delete or disable Your Data if required under applicable law, in which case we will use our reasonable efforts to provide notice to you. We acknowledge that, as between the parties, all intellectual property rights in Your Data are owned by you or your licensors.

f. **Delivery.** We will deliver our Services and any Documentation electronically, on tangible media, or by other means, in our sole discretion. When you download or access our Services or Documentation, you are accepting it for use in accordance with the Agreement.

g. **Ordering Document.** Your Ordering Document identifies the Services, quantities, charges and other details of your order. The applicable Ordering Document may also refer to and incorporate documents which may apply to the Services you selected. If you are permitted in the Ordering Document or a separate agreement with Thomson Reuters to provide an Affiliate with access to any part of the Services, you will ensure that such Affiliate complies with all provisions of the Agreement applicable to you.

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

3. Our Services

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

additional charges for selected upgrades or APIs will be set forth in a separate Ordering Document. We may subject certain features or functionality to metering or other usage restrictions to maintain responsive performance.

b. **Passwords.** Your access to certain Services is password protected. You are responsible for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each user must immediately change their username/password combinations that have been acquired by or disclosed to an unauthorized third party.

c. **Third-Party Provider Terms.** 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 (collectively, "Third-Party Provider Terms"). You agree to comply with all applicable Third-Party Provider Terms.

d. **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.

e. **Integrations.** If permitted by Thomson Reuters, you may integrate certain third-party services, platforms, applications, extensions, add-ons, and related offerings that are not provided by us with the Services (collectively, "Integrations"). You acknowledge and agree that your use of any Integrations is subject to and shall be governed by the applicable terms and conditions of your separate agreement with the relevant third-party provider. You are solely responsible for complying with any requirements set forth by any such third parties. We do not make any representations or warranties with respect to Integrations and will not be responsible for your use of Integrations. If you choose to use an Integration with the Services, you acknowledge and agree that you are authorizing us to access and share Your Data with the third-party provider on your behalf solely in order for the third-party provider to provide the relevant Integration to you.

f. **Unauthorized Technology.** Unless we give you prior written authorization, you must not (i) run or install any computer software or hardware on, against, in relation to, or as an overlay over, our Services or network; (ii) mine, scrape, index, or otherwise automatically access, collect, copy, download or record the Property; or (iii) automatically connect (whether through APIs or otherwise) the Property to other data, software, services or networks. Neither party will knowingly introduce any malicious software or technologies into the Services or the other party's networks.

g. **Use Restrictions.** You shall not use or permit a third party to use the Property for any purposes beyond the scope of the access granted in the Agreement. Without prejudice to the generality of the foregoing, and unless otherwise expressly permitted in the Agreement, you may not and you may not permit a third party to: (i) sell, license, sublicense, distribute, make available, publish, display, store, copy, modify, merge, adapt, decompile, decode or disassemble, reverse engineer, remove any proprietary notices, translate or transfer the Property in whole or in part, or as a component of any other product, service or material; (ii) use or provide the Property on a white-labelled/re-branded basis, or otherwise commercially exploit the Property in any manner; (iii) use the Property to develop or improve products or services that compete with the Services; (iv) allow third parties to access, use or benefit from the Property in any way; or (v) use the Property (1) to develop, train, adapt, fine-tune, modify or improve any artificial intelligence software or other technologies, (2) to create any derivative works, adaptations, compilations or collective works in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right of Thomson Reuters, our third-party providers, or any other person, or (3) in a manner that violates any applicable law. You shall not impersonate another person or entity, hide or attempt to hide your identity, knowingly misrepresent your affiliation with a person or entity or otherwise use the Services for any fraudulent purpose.

h. **Acceptable Use.** You may (i) download limited extracts of content from our Services solely for your own internal business purposes; (ii) print limited extracts of content from our Services solely for your own internal business purposes; and (iii) on an infrequent, irregular and ad hoc basis, distribute limited extracts of content from our Services; provided that, in any case, (1) any such downloading, printing, or distribution is done at all times in accordance with the terms and conditions of the Agreement, (2) 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 (3) 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, the provisions of Section 3(g) do not preclude you from using our Services in accordance with the Agreement to benefit your clients in the ordinary course of your business of providing audit, tax, or accounting services or legal advice. Except as expressly set forth in the Agreement, we retain all rights and you are granted no rights in or to the Property. Notwithstanding any other provision in the Agreement, we may, without prior notice, suspend or limit your use of the Services for your violation of Section 3(g) (Use Restrictions) or this Section 3(h) (Acceptable Use) and we reserve the right to suspend or limit your use of the Services while we investigate any suspected violation of the same.

i. **Security.** Each party will use and will require any subcontractors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. The parties agree that the specific technical and organizational measures in the Data Security Addendum available at <http://tr.com/trdsa> ("DSA") shall apply and are hereby incorporated into the Agreement by reference. Additionally, you will notify us if you become aware of any unauthorized third-party access to our data or systems and will use reasonable efforts to remedy identified security threats and vulnerabilities to your systems.

j. **Regulatory Compliance and Export Control.** Each party shall at all times comply with applicable law, including export controls and economic sanctions, that apply in connection with the Agreement. You represent and warrant on an ongoing basis that you will not obtain, retain, use, or provide access to the Services to an Affiliate or any third party in a manner or from a location that may breach any applicable export control or economic sanctions laws and regulations of the United States of America, the United Kingdom, the European Union and its Member States, Switzerland, or any other applicable jurisdiction. You warrant that neither you, nor any Affiliate that you allow to access to the Services, is or is affiliated with, owned, or controlled by 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.

k. **Your Responsibilities.** You are responsible for (i) proper use of the 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 the Property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

4. Charges

a. **Payment and Taxes.** You must pay our charges that are not the subject of a good faith dispute within 30 days of the date of invoice in the currency stated on the applicable Ordering Document without set-off, counterclaim or deduction. We reserve the right to charge a late fee of \$25 USD for each invoice not paid by the due date. A Thomson Reuters Affiliate may act as a billing and collection agent for the Thomson Reuters entity listed on the applicable Ordering Document. For online purchases, you authorize us to charge you for charges stated in the applicable Ordering Document via credit card, debit card, or Automated Clearing House 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 reasonable legal fees. The charges listed on the Ordering Document are exclusive of applicable taxes. You must pay applicable taxes and duties, including withholding taxes, value added tax (VAT), sales tax or other taxes (excluding income taxes imposed on Thomson Reuters). You will provide Thomson Reuters written evidence of any withholding tax paid by you or any tax exemption on which you wish to rely. If you are obliged to withhold or deduct any portion of the charges, then Thomson Reuters shall be entitled to receive from you such amounts as will ensure that the net receipt, after tax and duties, to Thomson Reuters in respect of the charges is the same as it would have been were the payment not subject to the tax or duties. Invoice disputes must be notified within 15 days of the date of the invoice.

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

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

5. Privacy

The parties agree that the terms of the Data Processing Addendum available at: <http://tr.com/data-processing-addendum> ("DPA") shall apply to the extent Thomson Reuters Processes Customer Personal Data (as those terms are defined in the DPA), in which case the DPA is hereby incorporated into the Agreement by this reference. For clarity, where each party Processes any Personal Data as separate and independent Controllers (as those terms are defined in the DPA), each party will comply with, and be independently liable under, all applicable laws that apply to it.

6. Confidentiality

Each party agrees to (i) protect any Confidential Information received from the other party using the same standard of care it uses to protect its own Confidential Information (which shall be no less than a reasonable degree of care) and (ii) not disclose any part of it to any third party except to its Affiliates, contractors, financial advisors, accountants and attorneys who are subject to legal privilege or confidentiality duties or obligations to the recipient that are no less restrictive than the terms and conditions of the Agreement. If a court or government agency orders either party to disclose the Confidential Information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. These obligations of confidentiality do not apply to information which: (1) is or becomes generally available to the public (through no act or omission of the receiving party); (2) becomes known to the receiving party on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (3) was lawfully in the possession of the receiving party prior to such disclosure as established by documentary evidence; or (4) is independently developed by the receiving party, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's Confidential Information. This Section 6 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, MODIFICATIONS OR CUSTOMIZATIONS TO OUR SERVICES MADE BY YOU OR CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL.

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

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

d. DISCLAIMER OF WARRANTIES. THE FOREGOING WARRANTIES DO NOT APPLY, AND WE STRICTLY DISCLAIM ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY DATA OR THIRD-PARTY SOFTWARE, OR FOR ANY MODIFICATIONS OR CUSTOMIZATIONS YOU MAKE TO OUR SERVICES. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN SECTIONS 7(A), (B), and (C) HEREIN, OUR SERVICES ARE PROVIDED "AS IS", AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN ENTERING THE AGREEMENT, NEITHER PARTY HAS RELIED UPON

ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THE AGREEMENT. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED, AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE.

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

8. Liability

a. **LIMITATION.** EACH PARTY'S OR ANY OF ITS THIRD-PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID).

b. **EXCLUSIONS.** IN NO EVENT SHALL WE OR OUR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

c. **Unlimited Liability.** Section 8(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; (iii) its infringement of the other party's intellectual property rights or violation of the use restrictions in Section 3(g); (iv) our indemnification obligations in Section 8(d); (v) your indemnification obligations in Section 8(e); or (vi) your obligation to pay the charges on the applicable Ordering Document and all amounts for use of the Services that exceed the usage permissions and restrictions granted to you. Nothing in the Agreement limits liability that cannot be limited under law.

d. **Third-Party Intellectual Property.** If a third party sues you claiming that our Services, excluding any portions of the same provided by our third-party providers, infringes their intellectual property rights, and your use of such Services has been in accordance with the terms and conditions of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our Services with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our Services other than by Thomson Reuters or our subcontractors; (iii) use of a version of our Services after we have notified you of a requirement to use a subsequent version; or (iv) your breach of the Agreement. Our obligation in this Section 8(d) is conditioned on you (1) promptly notifying Thomson Reuters in writing of the claim; (2) supplying information we reasonably request; and (3) allowing Thomson Reuters to control the defense and settlement. We may remedy any alleged or anticipated infringement of a third-party intellectual property right by (a) procuring the right for you to continue using the Service in accordance with the Agreement; (b) replacing the affected Property

with replacements that do not alter the fundamental nature of the relevant Service; or (c) taking any of the actions in Sections 9(b) or 9(c).

e. **Your Obligations.** You are responsible for any loss, damage or cost we and our Affiliates incur arising out of or in connection with a third-party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our Affiliates' use of the information, data, software, or other materials provided to us by you or on your behalf, which we host, use or modify in the provision of our Services infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under Section 8(d) (Third-Party Intellectual Property)); (ii) your or your subcontractors' use of the Property in breach of the Agreement or in violation of applicable law; (iii) our or our Affiliates' compliance with any instruction given by you to us in the course of the provision of our Services; or (iv) an assertion by any person accessing or receiving the benefit of any part of our Services through you.

f. **Customer Assistance.** We are not responsible if the Services fail to perform due to your or your third-party service provider's systems, software, hardware, or actions or inactions. We may assist you in investigating and resolving any such failures, subject to the parties agreeing to a written statement of work in advance setting forth the terms, scope, and fees.

9. Term, Termination

a. **Term.** The term and any renewal terms for the Services are described in the applicable Ordering Document. If not otherwise stated in the applicable Ordering Document, the Agreement will automatically renew annually unless either party gives the other at least 30 days written notice before the end of the then current term.

b. **Suspension.** We may suspend or limit your use of the Services, or modify the terms on which it is provided, if (i) we are required to do so by a third-party provider, court or regulator; (ii) there has been or it is reasonably likely that there will be: (1) a breach of security; (2) a breach of the Agreement or another agreement between us; or (3) a violation of applicable law or third-party rights. We will notify you prior to such suspension or limitation unless we determine, in good faith, that (i) we are prohibited from doing so under applicable law or legal process; or (ii) it is necessary to delay notice to prevent imminent harm to us or a third party. Charges remain payable in full during periods of suspension or limitation arising from your fault or breach of the Agreement or another agreement between us. We may terminate the Agreement, in whole or in part, upon written notice following a suspension or limitation of your use of the Services if we determine that the cause of the suspension or limitation is not capable of cure or has not been cured within the time frame required by us.

c. **Termination.** Either party may terminate the Agreement immediately upon written notice if the other party commits a material breach of the Agreement and fails to cure such breach within 30 days of written notice by the non-breaching party. Any misrepresentation by you or failure to fully pay any amount when due under the Agreement is a material breach for this purpose. Either party may terminate the Agreement upon written notice if the other party becomes insolvent or makes a general assignment for the benefit of its creditors. We may terminate the Agreement, in whole or in part, upon reasonable notice in relation to a Service which is being discontinued.

d. **Pro Rata Refunds.** If we suspend your use of the Services or terminate the Agreement for reasons not related to your fault or breach of the Agreement or another agreement between us, you will be entitled to a pro rata refund of any recurring charges paid in advance for Services that have not been rendered. To the extent permitted under applicable law or regulation, you will also be entitled to a pro rata refund of the relevant portion of any indirect taxes paid in advance for Services that have not been rendered.

e. **Effect of Termination.** Except to the extent we have agreed otherwise, upon expiration or termination of the Agreement, all licenses and rights granted herein shall end immediately and you must uninstall or destroy all of the Property. Additionally, upon expiration or termination, at your request, we will, at our discretion, either return or destroy your Confidential Information, except as may be required for archival or compliance purposes. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters or its agent any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue or those that expressly state shall survive termination.

f. **Amendments.** We may modify these General Terms, any applicable product specific terms, or any additional terms incorporated in these General Terms (including, but not limited to, Third-Party Provider Terms, DSA, and

DPA), at any time by providing notice to you by posting the updated terms at <http://tr.com/us-general-terms-and-conditions> (or the applicable product specific terms link in the Ordering Document), providing notice to you through your TR account (i.e., My Account or Self-Service Portal), sending you a renewal notice communication, or using other similar means. Modified terms become effective 30 days after such notice. By using the Services after the effective date, you agree to be bound by the most recent version of the terms. You are responsible for reviewing and becoming familiar with any such modifications.

g. **Force Majeure.** We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the Services and continue for more than 30 days, either party may terminate any affected Service on written notice to the other.

10. Third-Party Rights

Our third-party providers benefit from our rights and remedies under the Agreement. Except for our third-party providers, no other third parties have any rights or remedies under the Agreement.

11. General

a. **Assignment.** Unless otherwise provided in this Section 11(a), 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, Service; or (iii) in connection with a reorganization, merger, acquisition, divestiture or similar business transaction. We may subcontract any of the Services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 11(a) is void.

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

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

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

e. **Precedence.** If there is conflict among any elements of the Agreement, the descending order of precedence is: any applicable Third-Party Provider Terms contained in Section 3(c) of these General Terms; the applicable Ordering Document; any applicable product specific terms; any applicable additional terms for Services with generative AI skills, these General Terms; and any remaining provisions of the Agreement.

f. **Trials.** All trials or testing of our Services are subject to these General 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 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 may provide telephone support and/or online access to its helpdesk or other self-help tools. Additional information related to the support provided by Thomson Reuters is available at <http://thomsonreuters.com/support-and-training>. You may request assistance 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 for 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. **Damages Not an Adequate Remedy.** Notwithstanding any express remedies provided under this Agreement and without prejudice to any other right or remedy which a party may have under applicable law, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach by it of the provisions of Section 3(g) (Use Restrictions), 3(h) (Acceptable Use), or Section 6 (Confidentiality) of the Agreement. In the event of any such breach or anticipated breach, a party to the Agreement may seek the remedies of injunction and/or an order for specific performance.

k. **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.

l. **Notices.** Except as otherwise provided in the Agreement, all notices under the Agreement must be in writing and 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(c) or within the Services themselves.

m. **Relationship.** The parties are independent contractors. The Agreement does not create a partnership, joint venture, agency, or employment relationship between the parties.

n. **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between the parties 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 party acknowledges that, in entering into the Agreement, it has not relied on any representations made by the other party that are not expressed in the Agreement.

Prior Versions of the General Terms

Version 5.0 (US) Last Modified November 2023 is available [here](#).

Version 4.1.1 (US) Last Modified September 2023 is available [here](#).

Additional Terms for Services with Generative AI Skills

1. APPLICABILITY

- 1.1. These Additional Terms for Services with Generative AI Skills (“GenAI Terms”) apply to your access or use of the functionality within our Services that is powered by or otherwise enabled through artificial intelligence (“AI Functionality”). Unless otherwise defined in these GenAI Terms, capitalized terms have the meanings given to them in the Agreement.
- 1.2. These AI Terms may be further supplemented by other product specific terms, as applicable. If there is a conflict between these GenAI Terms and any other document forming the Agreement, the order of precedence is as follows: the AI Usage Policy, any applicable Third-Party Provider Terms, the applicable Ordering Document, any applicable product specific terms, these GenAI Terms, and the Thomson Reuters General Terms and Conditions (or other applicable governing terms).

2. DEFINITIONS

- 2.1. **“User Content”** means user content or documents (i) uploaded or otherwise provided by a user to the Services, or (ii) made available to the Services via an integration with your systems or third-party services.
- 2.2. **“User Prompt(s)”** means an input by a user in the form of a query, statement, or instruction, intended to guide the Services in generating an Output or completing a task using the AI Functionality.
- 2.3. **“Output”** means any text, information, or other content that the AI Functionality generate in response to a User Prompt and/or based on User Content and return to a user.

3. USAGE

- 3.1 You may provide a User Prompt and User Content to the Services for the purpose of receiving an Output from the AI Functionality. As between the parties, you warrant that you own, or have the relevant third-party licenses, legal grounds, consents or permissions to use, the User Prompts and User Content.
- 3.2 When using or accessing the Services, you must not provide Thomson Reuters with any User Prompts or User Content, including any personal data (as defined by applicable law) contained in User Prompts or User Content, which violate, misappropriate, or infringe the rights of any third party, applicable law, the Agreement, or these GenAI Terms.
- 3.3 We will not, and will not permit our third-party providers to, develop, train, or fine-tune any generative/foundational AI models with User Prompts, User Content, or Outputs, unless agreed upon separately in writing.
- 3.4 You and your authorized users’ access to and use of the AI Functionality and any Output is subject to, and you must comply with, our then-current AI Usage Policy (“AI Usage Policy”), as updated from time to time. The AI Usage Policy is incorporated into, and forms part of, the Agreement and is available at <http://tr.com/ai-usage-policy> (or such other URL as we may notify to you).
- 3.5 The AI Functionality may be powered by or otherwise enabled through third-party AI models, platforms or services (“Third-Party AI Providers”). In addition to the AI Usage Policy, you must comply with any acceptable use policies or similar terms published or made available by such Third-Party AI Providers that apply to your use of the AI Functionality (“Third-Party Provider Terms”). Current links or references to applicable Third-Party Provider Terms will be made available at <http://tr.com/thirdpartyterms> (or such other URL as we may notify to you).

4. OUTPUTS

- 4.1 Subject to the use restrictions set forth in the Agreement and to the extent permitted by applicable law, as between you and us, you own the Output generated from your use of the AI Functionality, provided that such ownership is subject to our third-party licensors’ rights and any rights we retain in our Property or any derivatives thereof. To the extent that Output includes any of our Property or derivatives of our Property, or that of our third-party licensors, you are granted a limited, non-exclusive, worldwide, royalty-free license to use such portions of the Output. This license does not transfer ownership of our or our third-party licensors’ Property to you and your use of such Property remains subject to the restrictions and limitations set forth in the Agreement.
- 4.2 You acknowledge that, due to the nature of the AI Functionality, other users may receive Output that is similar or identical to Output generated for you, provided that such Outputs will not be created with the use of your User Prompts or User Content.
- 4.3 You may not use our Property or our third-party providers’ property to train or develop any artificial intelligence or machine learning algorithms or software, or create any derivative works, compilations or collective works or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of Thomson Reuters or any person, or that violates any applicable law.

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

CD-ROM Libraries. Your license to use our CD-ROM, DVD, USB and similar media (collectively “CD-ROM”) libraries is restricted to a single office location. Each library license includes a proprietary control file which you may install on a single local area network (LAN). Employees working at or assigned to the licensed site may access the CD-ROM libraries by remote connection to the LAN installed at the licensed site. Access to CD-ROM libraries through wide area networks, multiple LANs, multiple sites or similar arrangements is prohibited. You may transfer the CD-ROM library data to a single storage drive under your exclusive control and maintain the data as a database searchable with West software. West software is subscribed to and licensed separately from the CD-ROM libraries. By using the software, you agree to be bound by the software license agreement that accompanies the software. We may terminate a CD-ROM library subscription on 30 days prior written notice if the library is no longer commercially available. Upon termination by either party, you shall immediately destroy the terminated CD-ROM libraries and destroy CD-ROM library data maintained on a permanent storage drive.

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

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

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

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

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

Westlaw Patron Access. Patron Access is only available to state, county or municipal government law libraries and libraries that are open to the public. All access to and use of Westlaw Patron Access is governed by your Order Form. You are responsible for your users access to Westlaw Patron Access. Westlaw Patron Access may only be made accessible on your designated terminals through a product icon or a link placed on the designated terminals desktop. Your users must assent to an online click-through license agreement prior to accessing Westlaw Patron Access. You may provide wireless access on your own internal network to the number of concurrent users listed in your ordering document, if any. Access is limited to your library’s physical premises, including wireless access. Remote access outside the physical confines of your library in any manner whatsoever is strictly prohibited. You are responsible for your system security as well as desktop security to limit access to the Westlaw Patron Access URL. We may restrict access to certain products or services.

Westlaw Patron Access Remote. Westlaw Patron Access Remote is only available to state, county or municipal government law libraries and libraries that are open to the public. All access to and use of Westlaw Patron Access Remote is governed by your Order Form. You are responsible for your user’s access to Westlaw Patron Access Remote. Westlaw Patron Access Remote can be accessed when your users click on a link placed on your website. Your users must assent to an online click-through license agreement prior to accessing Westlaw Patron Access Remote. You may provide access only to the number of concurrent users listed in your ordering document, if any. We are not responsible for the security of your systems. We may restrict access to certain products or services. Excess or Inappropriate Use. At our sole discretion, individual users with excessive use or use in conflict with the online click-through license agreement may be suspended without notice. We may also suspend access to the Customer’s Patron Access Remote subscription if it is determined that there are repeated instances of excessive use or if Customer violates any of the terms of the Order Form, including these Product Specific Terms.

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You are solely responsible for any information, omission or misstatement in the credits recorded and maintained in the credit tracking section. When you access West LegalEdcenter, you may click on links to third-party web sites that are beyond our control. We do not endorse the content found on the third-party web sites. You assume sole responsibility for your use of third-party links and materials. Each West LegalEdcenter user will receive an e-mail from us with their username, password and other important information about using the West LegalEdcenter subscription. After the initial communication, users may opt-out of West LegalEdcenter email receipt.

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

Westlaw Public Records. If the transactional value of your Westlaw Public Records usage exceeds your then-current Westlaw charges by more than 20 times in any month, we may limit access to live gateways, request the parties enter into good faith renegotiations or terminate upon 10 days written notice. Transactional value of your Westlaw Public Records usage is calculated based upon our then-current Schedule A rates. Schedule A rates may change upon at least 30 days written or online notice.

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

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

We are not a consumer reporting agency. You may use information product data to support your own processes and decisions, but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by these General Terms and Conditions.

HighQ Product Specific Terms

1. APPLICABILITY

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

2. SCOPE OF HIGHQ LICENSES

2.1 License types:

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

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

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

3. YOUR CONTENT

Your content is any information, data, materials or other content that you, Core Internal Users or Designated Other Users upload or submit through HighQ (“Your Content”). Except as otherwise provided herein, all output, copies, reproductions, improvements, and modifications to Your Content are themselves also Your Content. For the avoidance of doubt, Your Content does not include any and all information reflecting the access to and use of HighQ by or on behalf of you, any Core Internal User or Designated Other User, or any of our content including tools, data or information obtained from us or through one of our other products. As between you and Thomson Reuters, you exclusively own all rights, title and interest in Your Content. Without limiting the generality of the foregoing, we shall not use Your Content for any purpose other than performing our obligations under the Agreement and shall limit access to and disclosure of Your Content to our personnel who require access to perform our obligations under the Agreement. We shall not distribute, make available or otherwise disclose Your Content or any part of it to any third party for any reason, unless specifically instructed or permitted by you or your Core Internal Users, or required in order to perform the services or as otherwise expressly required by applicable laws. You grant us permission to use, store, copy, share, transfer, and process Your Content to the extent necessary to provide the services. You acknowledge and agree that we may transfer Your Content to (i) our third-party service providers to the extent necessary to provide the services and (ii) third party partners enabled by you via your access to HighQ. The parties acknowledge and agree that all Your Content shall be deemed your confidential information. If the Agreement expires or is terminated, you may request to maintain access to the HighQ services for up to thirty (30) additional days after the effective date of the termination or expiration of the Agreement solely for the purpose of removing Your Content that you wish to retain. Nothing in these HighQ Product Specific Terms shall supersede any license agreements between you and us for any of our other products.

4. BRAND LICENSE

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

5. ACCESS TO HIGHQ VIA API

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

6. ACCESS TO HIGHQ AI/ML Tools

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

CoCounsel Core & CoCounsel Drafting Product Specific Terms

1. APPLICABILITY

- 1.1. These CoCounsel Core & CoCounsel Drafting product specific terms ("Product Specific Terms") apply when you purchase a license to use or access CoCounsel Core or CoCounsel Drafting (the "Service" or "Services" as applicable) as set out in the applicable Order Form and supplement the Agreement, overriding any similar terms contained within the Agreement with respect to the Services. If there is a conflict between these Product Specific Terms and any other document forming the Agreement, the order of precedence is as follows: Order Form, these Product Specific Terms, the Additional Terms for Services with Generative AI Skills ("GenAI Terms"), annexes, schedules, and the Thomson Reuters General Terms and Conditions (or the applicable governing/master terms). A breach of these Product Specific Terms is a breach of the Agreement.
- 1.2. Unless otherwise defined herein, any capitalized terms shall have the meanings given to them in the Order Form, the GenAI Terms, or the Thomson Reuters General Terms and Conditions (or the applicable governing/master terms).

2. THIRD-PARTY APPLICATIONS

- 2.1. The Services may support integrations with certain third-party services, platforms, applications, extensions, add-ons, and related offerings that you choose to use with the Services and that are not provided by us (collectively, "Third-Party Applications"). You acknowledge and agree that your use of any Third-Party Applications is subject to and shall be governed by the applicable terms and conditions of your separate agreement with the relevant third-party provider. You are solely responsible for complying with any requirements set forth by any such third parties. We do not make any representations or warranties with respect to Third-Party Applications and will not be responsible for your use of Third-Party Applications. If you choose to use a Third-Party Application with the use of the Services, you acknowledge and agree that you are authorizing us to access and share Your Data with the third-party provider on your behalf solely in order for the third-party provider to provide the relevant Third-Party Application to you.

3. COCOUNSEL CORE PRODUCT SPECIFIC TERMS

- 3.1. This section is applicable only to the extent that you subscribe to the Syncly DMS service as set forth in the Order Form.
- 3.2. **Transfer Limit.** You agree you will not transfer more than one (1) terabyte of Your Data in any annual period of the subscription term between the CoCounsel Core Service and your document management system(s) via the Syncly DMS service. Additional terabytes for data transfer are available for purchase.
- 3.3. **Tenancy.** Except as otherwise expressly set forth in the Order Form, the Syncly DMS service may be hosted in a single or multi-tenant environment in our discretion.

4. COCOUNSEL DRAFTING PRODUCT SPECIFIC TERMS

- 4.1. This section is applicable only to the extent that you subscribe to the CoCounsel Drafting Service as set forth in the Order Form.
- 4.2. **Your Responsibilities.** You shall be solely responsible for managing and administering user accounts, including issuing usernames and passwords. We may terminate or suspend any user's access to the Service for any breach without notice, and any breach by a user will be deemed to be a breach by you. You shall be solely responsible for the security and confidentiality of your account information, including usernames and passwords, and will ensure that no third party uses your account.
- 4.3. **Clause Finder.**
 - 4.3.1. **Add-in.** For Clause Finder to function, you must download the add-in in accordance with the Documentation we provide to you.
 - 4.3.2. **Internal Agreements Administration.** You must designate one or more admin users who will be responsible for maintaining Your Data. To upload Your Data, admin users must access the Thomson Reuters integrations application ("Integrations App"). The following shall apply to use of Integrations App with Clause Finder:
 - 4.3.2.1. Admin users may use the Integrations App, and any Third-Party Applications available within and solely for the purpose of uploading and managing Your Data for use with Clause Finder.
 - 4.3.2.2. You agree you will not store more than 10 GB of Your Data in the Integrations App site, and you agree to remove any excess storage of Your Data at our request.
 - 4.3.2.3. Admin users are responsible for adding, removing and updating Your Data, and you are responsible for ensuring that admin users understand that Your Data made available through the Integrations App will be available for all your users. Your Data added to the Integrations App by syncing directly to a Third-Party Application may include permissions that flow through with Your Data. You acknowledge that we are not responsible for maintaining, updating, deleting, or adding Your Data to Third-Party Applications.

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

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- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

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

Thomson Reuters General Terms and Conditions (available here: <http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions. If you are a Federal Government customer, the Thomson Reuters General Terms and Conditions for Federal Customers located at <http://tr.com/federal-general-terms-and-conditions> will apply in place of the General Terms and Conditions above. This Order Form is subject to our approval.

Online/CD-ROM/Practice Solutions/Software Products							
Full Svc #	Online/CD-ROM/Practice Solutions/Software Products	Quantity *	Monthly Rate Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly Charges	Minimum Term (Months)

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

Total Monthly Charges (initial Term) \$ _____

Notes:

Online/Practice Solutions/Software Products Subscriptions

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

When your Minimum Term terminates, the following will apply:

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

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

CD-ROM and Dissomaster Products

Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for a Minimum Term of the following 12 complete calendar months. If you have an existing Per User CD-ROM license and are adding additional users with this Order Form, the Minimum Term in your underlying Order Form will apply.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates, replacement or supplemental CD-ROMs and online updates.

____ **Initials for Post Minimum Term Subscription Services.** I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. At the end of the Minimum Term, your Monthly Charges will be billed at up to our then current retail rate.

Your West sales representative will provide frequency of updates upon request. For transportation charges, returns and refunds see Miscellaneous below.

Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 60 days written notice.

____ **Annual billing (please check if requested)**

Banded Products Subscriptions

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

Internal Corporate Use Only

BND

Technical Contacts for Westlaw Patron Access and Campus Research

Technical Contact Name (please print): _____

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Patron Access: IP Address: _____

One IP Address per terminal. Additional pages may be attached if needed.

Campus Research: IP Address Range _____

* Orders submitted without IP Address information may delay set up and access

For Internal Office Use Only

OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

	Online/Practice Solutions/Software Renewals	
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Sub Matl #	Online/Practice Solutions/Software Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)

Notes:

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

When this Renewal Term expires the following will apply:

Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

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

	Passwords and QuickView+	
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Last Name	First Name, M.I.	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)

QuickView is provided as a service to you for estimating your Westlaw charges. Actual charges billed may vary from QuickView+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com>.

Identify which Westlaw password holder you would like to have Quickview+ access:

Last Name _____ First Name _____ E-mail _____

	Print/CD-ROM Products	
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Full Svc #	Print/CD-ROM Products	Quantity	List Charges	Other	Unit Price	Charges	Print Subscription Service (y/n)

Notes:

Total Charges \$ _____

_____ **Initial for Subscription Services.** I understand that West will continue to provide subscription services for the print and/or CD-ROM products designated above. Print and/or CD-ROM subscription services include automatic shipments. For print subscriptions you will receive automatic shipments of updates and supplements, such as pocket parts, pamphlets, replacement volumes or loose-leaf pages and will be billed or auto-charged or debited (if separately authorized) at our then current rates. Anniversary billed print products (annual billed and monthly billed) will be billed at then current rates. Monthly anniversary billed products will be billed monthly at then current rates. For CD-ROM subscriptions you will receive automatic shipments of updates and supplements and will be billed or auto-charged or debited (if separately authorized) at our then current rate.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the Miscellaneous section below.

Subscription services will continue until cancelled by either party at any time in writing. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

	Online/CD-ROM Products to be Lapsed	
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Full Svc #	Online/CD-ROM Products	# of Passwords

Notes:

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

_____ **Initial to block roaming access**

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

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

3. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.
4. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.
5. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.
6. **Cancellation Notice.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.
7. **Transportation Charges.** Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.
8. **Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at legalsolutions.com/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

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

9. **Drafting Tools Product Specific Terms.** The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <http://tr.com/drafting-tools-product-specific-terms>.

ACKNOWLEDGMENT

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

Printed Name _____
Title _____
Date _____
Signature X _____

For Internal Use Only (Rep to complete for telephone print orders only)
By signing and completing below the Rep certifies that he/she
discussed and received assent to the Subscription Services terms
above from Customer.

Date: _____ Time: _____

Name of Customer Placing Order: _____

Signature of Rep: _____

WEST ORDER FORM - CLEAR SERVICES

610 Opperman Drive, P.O. Box 64833

St. Paul, MN 55164-1803

Tel: 651/687-8000

Document 7

<u>Check West account status below as applicable:</u>		Rep Name & Number _____		* * * R E Q U I R E D * * *
New _____				
Existing with no changes _____		Existing with changes _____ (Permanent name change must attach a Customer Name Change Form)		
Does Customer have an existing West account?				
☐ Yes If yes, please provide West account number _____				
☐ No				
Acct # _____	Quote # _____	PO # _____	Date _____	
Name/Customer _____		Bill To Acct # _____		
Order Confirmation Contact Name _____				
E-Mail _____				
CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) _____				
E-Mail _____		Telephone _____		
CLEAR Primary Account Contact Name (general business contact) _____				
E-Mail _____		Telephone _____		
Federal Government Account Type _____	Non-FEDLINK _____	FEDLINK _____	GSA _____	
MSA Jurisdiction _____	Contract # _____	Option # _____		
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

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or

B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

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

Thomson Reuters General Terms and Conditions (available here: <http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions. If you are a Federal Government customer, the Thomson Reuters General Terms and Conditions for Federal Customers located at <http://tr.com/federal-general-terms-and-conditions> will apply in place of the General Terms and Conditions above. This Order Form is subject to our approval.

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

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

Notes:**Total Monthly Charges (Initial Term) \$** _____

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

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

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

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

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

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

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

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

	CLEAR Batch Transactional	
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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 Customers Post-Minimum Term. At the end of the Minimum Term your subscription will automatically renew. Schedule A rates may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice.

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

Automatic Renewal for Non-Government Customers Only. If you are a non-government customer, your subscription will automatically renew at the end of its Minimum Term. Schedule A rates may change after at least 30 days written or online notice. Either of us may cancel the renewal in writing at least 60 days before a renewal period starts.

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

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

Notes:

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

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

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

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

Customer Certification Section Required for all accounts that interact with, manage or house inmates or detainees.	
Customer Certifications must be completed for every order, including renewals. By initialing below, Customer certifies its understanding and acceptance of the security limits of CLEAR and responsibility for controlling product, Internet and network access: _____ Customer's Initials. Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is Customer's responsibility to control access to the Internet. _____ Customer's Initials. Customer will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL. Customer will design, configure and implement its own security configuration. _____ Customer's Initials. Customer will not use any Data nor distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions. _____ Customer's Initials. Customer will only access CLEAR for administrative or internal business purposes. All use will fully comply with the following restrictions: • In no event shall anyone other than Customer's approved employees be provided access to or control of any terminal with access to CLEAR or CLEAR data. • Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access. • No access shall be outsourced or otherwise provided to third parties. • Customer is solely responsible for ensuring that sensitive information is not made available beyond its stated permissible use.	

IP Address Section Only External IP Address(es) or Range(s) Must Be Provided			
Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements <u>must</u> be provided for all CLEAR orders: - IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited. - IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255. - All IP addresses must be IPv4 addresses. <i>Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Customer</i> Customer's Internet Service Provider Name _____ Provide IP Address(es) or IP Address Range(s) _____ below _____ Additional page(s) may be attached if needed Beginning IP Address _____ Ending IP Address _____ Beginning IP Address _____ Ending IP Address _____ CLEAR Customers may receive roaming access to CLEAR by default. Roaming access permits use outside your designated IP Address/Range. We may, at our option, block roaming access. _____ Initial here if you would like us to block roaming access. If you do not know your company's external IP address(s), try the following: - Contact your network administration, firewall or security team - Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.) - Go to the following URL in your browser: https://signon.thomsonreuters.com/aboutme or http://www.whatismyip.com to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)		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
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My Account is provided as a service to you for user management:

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

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

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

	CLEAR Fixed Rate Renewals Customer Certification Section must also be completed for all Customers that interact with, manage, or house inmates or detainees.	
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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. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (Form #1113) to the Order Form.

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

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

Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

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

	CLEAR Window Renewals Customer Certification Section must also be completed for all Customers that interact with, manage, or house inmates or detainees.	
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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. Schedule A rates may change upon at least 30 days written or online notice. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Monthly Pricing Attachment to the Order Form.

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

Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

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

	CLEAR Products to be Lapsed	
Full Svc #	CLEAR Products	

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

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

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

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

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

6. **Cancellation Notice.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-18033.

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

8. CLEAR System to System.

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

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

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

ACKNOWLEDGMENT

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

Printed Name _____

Title _____

Date _____

Signature X _____

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

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

I F N E E D E D

This Order Form is a legal document between Customer and

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

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

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

Thomson Reuters General Terms and Conditions (available here: <http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions. This Order Form is subject to our approval.

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

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

Total Monthly Charges (initial Term) \$ _____

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

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

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

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

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

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

Internal Corporate Use Only		BND
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Technical Contact for Westlaw Patron Access

Technical Contact Name (please print): _____

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Patron Access: IP Address: _____

One IP Address per terminal. Additional pages may be attached if needed.

IP Address Range _____

* Orders submitted without IP Address information may delay set up and access

For Internal Office Use Only

OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

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

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

Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

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

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

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

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

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

6. **Cancellation Notice.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

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

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

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

9. **Drafting Tools Product Specific Terms.** The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <http://tr.com/drafting-tools-product-specific-terms>.

ACKNOWLEDGMENT

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

Printed Name _____
Title _____
Date _____
Signature X

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

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- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

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

Thomson Reuters General Terms and Conditions (available here: <http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions. This Order Form is subject to our approval.

CLEAR ProFlex Fixed Rate						
Full Svc #	CLEAR ProFlex Products	# of Users	Monthly Rate	Other	Total Monthly Charges	Minimum Term (Months)
41308780	CLEAR ProFlex					
Notes:						

Total Monthly Charges (initial Term) \$ _____

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

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

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

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

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

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

When your Minimum Term terminates, the following will apply.

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

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

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

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

Notes:

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

Initial below for a longer Minimum Term.

___ **24 Month Minimum Term.**

___ **36 month Minimum Term.**

When your Minimum Term terminates, the following will apply.

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

The ProFlex Addendum includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments (PF743.dot) include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

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

	CLEAR ProFlex Window	
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Full Svc #	CLEAR ProFlex Window Product	# of Users	List	Other	Monthly Charges	Monthly Window	Minimum Term (Months)
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41308780	CLEAR ProFlex Window						
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Notes:

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

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

When your Minimum Term terminates, the following will apply.

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

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

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

Customer Certifications must be completed for every order, including renewals.
By initialing below, Customer certifies its understanding and acceptance of the security limits of CLEAR and responsibility for controlling product, Internet and network access:

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

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

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

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

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

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

Customer'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 _____

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

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

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

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

REQUIRED

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

Name (please print) _____

Telephone _____

E-Mail _____

IF APPLICABLE

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

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

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

Last Name _____ First Name _____ E-mail _____

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

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

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

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

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

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

Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

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

Renewal Term Monthly Charges are due regardless of the level of your usage. The Monthly Window will remain unchanged. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. You are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form. To apply CLEAR charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

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

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

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

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

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

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

6. Cancellation Notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

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

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

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

ACKNOWLEDGMENT

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

Printed Name _____

Title _____

Date _____

Signature X _____

CUSTOMER INFORMATION					
Account				Contact Name	
Name				Title	
Address Line 1				Email	
Address Line 2				Phone	
OFFER INFORMATION					
Agreement Number	XXXXXXXX.X			Effective Date	XX/XX/XXXX
Material ID	Subscribed Products & Services	Authorized Users	Subscription Periods	Monthly Charges	
XXXXXXXXXX	Government: TBD	nn	MM/DD/YYYY - MM/DD/YYYY	\$X,XXX	
			MM/DD/YYYY - MM/DD/YYYY	\$X,XXX	
			MM/DD/YYYY - MM/DD/YYYY	\$X,XXX	

The Monthly Charges for each Subscription Period are as set forth in the grid above. If Customer's country specific Total OECD CPI* published as of the date two months preceding each anniversary of the Effective Date exceeds the percentage increase in the Monthly Charges from the current Subscription Period to the next, then the Monthly Charges shall instead increase at a rate equal to the Customer's country specific Total OECD CPI. All future Monthly Charges will be updated accordingly. In such event, we will provide you with notice at least 30 days prior to the change becoming effective. In all other cases, Monthly Charges shall remain as set forth herein.

*The Total OECD CPI is available at: <https://data.oecd.org/price/inflation-cpi.htm> by clicking on the Table tab.

This Order Form is a legal document between Customer and

A. West Publishing Corporation, to the extent that products or services will be provided by West Publishing Corporation. and/or

B. Thomson Reuters Enterprise Centre GmbH, to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and the current applicable IRS certification forms are available at: <https://www.tr.com/trorderinginfo>

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

- The General Terms and Conditions.** The Thomson Reuters General Terms and Conditions located at <http://tr.com/us-general-terms-and-conditions> apply to all products licensed on this order form. Paragraph 9 (a) of the Thomson Reuters General Terms and Conditions does not apply and this order form will not automatically renew, unless otherwise stated below. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this order form, the terms of this order form control.
- Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt.
- Excluded Charges.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://legalsolutions.com/schedule-a-library-government>, and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 of the General Terms and Conditions.
- Returns and Refunds.** Charges for Westlaw (including Westlaw China, Campus Research, Paralegal, Patron Access and Correctional Facilities), CLEAR (including CLEAR Cap), Monitor Suite, ProView eBooks, West LegalEdcenter, Software, TREWS, Serengeti, Practice Solutions, Library Maintenance Agreement and Special Offer/print agreements are not refundable. Please see static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.
- Transportation Charges for Print Products.** Print products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at then-current carrier rates.
- Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

This Offer expires October 29, 2025, at 7:00 p.m. CT.

Draft WL Contract 10.2025

7. **Termination.** This ordering document shall terminate simultaneously with termination of the General Terms and Conditions.
8. **Settling a Disputed Balance.** Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to our collection agent at: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.
9. **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.
10. **Material Change.** If, at any time during the term of this ordering document, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, we will modify your Charges 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.
11. **Westlaw and CLEAR Products Only.**

Diligence Process. Due to the regulated or private nature of the data available through the Services, you may be required to satisfy diligence requirements before you are permitted to access or use the Services. The diligence process may be carried out through electronic means and/or an onsite inspection and includes, but is not limited to, verification of your business legitimacy and use case permissibility in accordance with applicable laws, rules and regulations, and Thomson Reuters policies ("Diligence Process"). Your satisfaction of the Diligence Process is in our sole discretion, and access to the Services may be subject to additional diligence reviews during the term of this Agreement. You represent and warrant that all information you provide to us for diligence purposes is accurate, and you agree to promptly notify us of any changes to that information during the term of this Agreement. If you do not satisfy the Diligence Process or any subsequent diligence review, we may immediately suspend or limit your access to the Services, and we reserve the right to terminate this Agreement following any such suspension or limitation by providing written notice to you.

Permissible Use of Regulated Data. Thomson Reuters is not a consumer reporting agency. You represent and warrant (i) you will only use the Services for the permitted internal business use approved by us during the Diligence Process (the "Permitted Use"); (ii) you are the only end user of the Services and the information you access through the Services; and (iii) you will strictly limit the access, use and distribution of the Services and the information you access through the Services to individuals permitted under applicable laws, rules and regulations, and the Third-Party Provider Terms. You will keep the information you access or obtain through the Services confidential. You shall not permit any third party, including affiliated entities and subcontractors, to access the Services without our express prior written authorization. Engaging in the resale, sub-licensing, or other onward transfer of the information you access or obtain through the Services is strictly prohibited. The Services and the information you access through the Services do not constitute a "consumer report" as such term is defined in the Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.) ("FCRA"). You may not use the Services or the information you access through the Services as a factor in consumer debt collection decisioning, establishing a customer's eligibility for credit, insurance, employment, government benefits, housing, or for any other purpose authorized under the FCRA or as a factor for taking an adverse action relating to a consumer application. If the Financial Industry Regulatory Authority (FINRA) regulations apply to you, you may use the Services 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 Services in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110. You will immediately report any misuse, abuse, or compromise of the data and agree to cooperate with any resulting inquiry or investigation. If we believe, in our sole discretion, that the data has been or may be misused, abused or compromised, we may immediately suspend or limit your access to the Services and we reserve the right to terminate this Agreement following any such suspension or limitation by providing written notice to you. You will be responsible for any misuse, abuse, or compromise of the information in the Services by you or any person or entity accessing the information from or through you.

12. **Additional Terms for Services with Generative AI Skills:** The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium), listed on this order form, and are incorporated into this order form by reference: <http://tr.com/genai-terms>.
13. **Non-Availability of Funds.** You may cancel with 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document (e.g., executive order, an officially printed budget, or other official communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.
14. **RIA & Warren Gorham & Lamont.** Your Monthly Charges includes content due to your agreement with Thomson Reuters Tax and Accounting for online research products ("TRTA Agreement"). If the TRTA Agreement terminates, the content in the TRTA Agreement is changed from Checkpoint Edge, or the contracted user count in the TRTA Agreement is reduced, then usage of the RIA or WG&L content will be billed as Excluded Charges beginning the first day of the following month.
15. **Term and Termination.** This agreement is effective nn through nn or through the date the underlying state master agreement terminates, whichever is earlier. The parties agree to good faith renegotiation of the terms and conditions of this agreement if there is a material change in your organizational structure. If a superseding amendment rider has not been executed and provided to us at least 10 days before nn[insert date], we will bill your Westlaw usage at then-current Schedule A Plan 2 Government Service rates or at the rates in the underlying state master agreement, as applicable, beginning nn[insert date].

This Offer expires October 29, 2025, at 7:00 p.m. CT.

Draft WL Contract 10.2025

16. **Dockets [Dockets Type Here] Usage Limitation.** If the transactional value of your Dockets [Dockets Type Here] usage exceeds the following monthly Subscription Period Usage Limits, we may request that the parties enter into good faith discussions to negotiate an applicable price adjustment. In the alternative, the you may, upon 10 days prior written notice to us, elect to remove Dockets [Dockets Type Here] access from the Order Form. The transactional value of your Dockets [Dockets Type Here] usage will be calculated based upon our then-current Schedule A rates.

Subscription Period	Monthly Usage Limit
MM/DD/YYYY - MM/DD/YYYY	\$X,XXX
MM/DD/YYYY - MM/DD/YYYY	\$X,XXX
MM/DD/YYYY - MM/DD/YYYY	\$X,XXX

17. **Westlaw Public Records Usage Limitation.** If the transactional value of your Westlaw Public Records usage exceeds the following monthly Subscription Period limits, we may limit access to live gateways, request that the parties enter into good faith renegotiations regarding your Public Records access, or terminate access upon 10 days written notice. Transactional value of your Westlaw Public Records usage is calculated based upon our then-current Schedule A rates.

Subscription Period	Monthly Usage Limit
MM/DD/YYYY - MM/DD/YYYY	\$X,XXX
MM/DD/YYYY - MM/DD/YYYY	\$X,XXX
MM/DD/YYYY - MM/DD/YYYY	\$X,XXX

18. **Patron Access Terminal Access.** Patron Access is only available to state, county or municipal government law libraries and libraries that are open to the public. Access is limited to your library's physical premises. You may access Westlaw on **nn** publicly accessible terminals at **nn** locations. Your walk-in patrons must assent to an online click through license agreement before accessing Westlaw.

(a) It is your responsibility to control network access to the Internet or internal library sites, if desired. You will design, configure and implement your own security configuration including your own firewall, proxy servers as well as desktop security to limit access to the Westlaw Patron Access URL.

(b) We may restrict access to certain products or services. The licensed product will be accessible only on **nn** of your designated terminals. If you desire to increase the number of terminals or if we learn that you have increased the number of terminals without contacting us, the parties will enter into good faith negotiations regarding the terms and conditions of the ordering document. The licensed products can be accessed when your users click on a product icon or a link placed on the desktop of your designated terminals. Product passwords will be held by us and will not be revealed to you or your users. Your users must assent to an online click through license agreement prior to accessing the licensed product. The licensed product may only be accessed on your premises.

19. **Paralegal Access.** Access to Westlaw may only be provided to your paralegal faculty, administration and staff, and paralegal students for educational purposes only. We may restrict access to certain Westlaw product(s), or impose usage, or other limitations.

20. **Correctional Access and Certifications.** We may restrict access to certain Westlaw Correctional Facilities products. Westlaw Correctional Facilities will be accessible only on **nn** of your designated terminals. Westlaw can be accessed when inmates in your correctional facilities click on a Westlaw icon or a link placed on the desktop of your designated terminals. Westlaw passwords will be held by us and will not be revealed to you or your inmate users. Inmate users must assent to an online click through license agreement prior to accessing Westlaw. Westlaw may only be accessed on your premises.

- (a) By your initials below, you certify your understanding and acceptance of the security limits of the licensed product(s) and your responsibility for controlling Internet and network access.

___ **Initial.** It is your responsibility to control network access to the Internet or internal sites. By your initials, you acknowledge your understanding and acceptance of the security limits of the licensed product and your responsibility for controlling Internet and network access.

___ **Initial.** You agree to provide your own firewall, proxy servers or other security technologies as well as desktop security to limit access to the licensed product URL. You must design, configure and implement its own security configuration.

___ **Initial.** You will not use any product data or distribute any product data to a third party for use in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the terms and conditions of the agreement.

- (b) By your initials below, you certify that the following is current and accurate and that you will provide us with prompt written notice should the status of any of the following certifications change. We may restrict access to certain products or services at any time. The licensed product will be accessed by and/or data provided to **(please initial only one)**:

___ **Initial.** Non-inmates/administrative staff with no direct research results provided to inmates (including work product created as part of inmates' legal representation).

___ **Initial.** Internal access and/or inmate-requested research with access for employees only, for administrative or internal use as well as for research on behalf of or at the request of inmates, for example:

- Employee conducts product research online and provides printed research documents to inmates.
- Employee conducts product research online and posts printed research documents in the prison.
- Employee conducts product research online and makes printed research documents available for check-out from the inmate library.

All access and use of the licensed product will fully comply with the following restrictions:

This Offer expires October 29, 2025, at 7:00 p.m. CT.

Draft WL Contract 10.2025

- Inmates will not be provided direct access to or control of the terminal.
- Terminals will be located in a secured location that does not provide inmate access.
- Access will only be given to your employees.
- Access will not be outsourced or otherwise provided to third parties.
- You will be solely responsible for ensuring that no sensitive information is provided to inmates.

Initial. Direct access by inmates (including access for pro se legal representation), by third parties on behalf of inmates with results (print or electronic) delivered/provided to inmates, or by employees in circumstances where an inmate may have access to or control of the terminal.

21. Court Express.

Choose one of the following clauses:

Annual Window language:

Court Express Document & Research Retrieval Svcs Document Cap. Charges for the value of the actual usage per Subscription Period are waived up to the following amounts (the "Annual Cap"). You will pay the Monthly Charges and all charges in excess of the Annual Cap at then-current rates. Current Court Express rates are located at: <http://tr.com/Court-Express-Schedule-A>.

Subscription Period	Annual Cap
MM/DD/YYYY – MM/DD/YYYY	\$nn
MM/DD/YYYY – MM/DD/YYYY	\$nn
MM/DD/YYYY – MM/DD/YYYY	\$nn

Or Annual Minimum language:

Court Express Services and Pricing. During the Subscription Period, you will pay for the Westlaw Court Express Document Research and Retrieval Services on the Services and Pricing Exhibit. Notwithstanding the foregoing, you will not pay less than the Annual Minimum per year for your court Express Services access.

Court Express Annual Reconciliation. You will pay all Court Express charges as incurred during the Subscription Period. If your total Court Express charges are less than the Annual Minimum at the end of the Subscription Period, you will be billed for the difference between the two amounts. If you sign a new Court Express order form, such difference will be applied against the new Annual Minimum.

Or Paygo/Transactional language:

Court Express Services and Pricing. During the Subscription Period, you will pay for the Westlaw Court Express Document Research and Retrieval Services on the Services and Pricing Exhibit.

ACKNOWLEDGMENT

This agreement is a binding agreement between Customer and the Thomson Reuters entities executing this agreement, to the extent each Thomson Reuters entity is providing the products and/or services.

TBD

WEST PUBLISHING CORPORATION

Signature

Date

Name (please print)

Title

Signature

Date

Name (please print)

Title

Thomson Reuters Enterprise Centre GmbH

Signature

Date

Name (please print)

Title

For internal use only: Legal Contact for non-standard arrangements:

SUBSCRIBER INFORMATION EXHIBIT

SUBSCRIBER OFFICE & ADMINISTRATOR INFORMATION							
Subscriber's Offices (City, State)	Password/License Administrator Name ¹	Code	Email Address	Department/Practice Group	Product	% of Total Users by Location ²	Server Location (Y/N)
¹ Administrators are counted as a user on per user subscriptions							
² Taxes for software products will be based on % of Total Users by Location							

SPECIAL OFFER BILLING OPTIONS (FOR MULTIPLE LOCATIONS ONLY)

DEFAULT. UNLESS OTHERWISE SPECIFIED, YOU WILL RECEIVE ONE COMBINED MONTHLY INVOICE AND A COPY OF EACH PARTICIPATING ACCOUNT'S LOCATION USAGE REPORTS - ALL MAILED TO THE PAYER ACCOUNT OFFICE.

 AS IS. Your current billing arrangement should remain unchanged.

 ALTERNATIVE #2. Each account will be billed separately, each receiving an invoice and a location usage report. Special offer adjustments will be allocated to the individual accounts based on their actual usage charges.

 ALTERNATIVE #3. (Not available for orders with concurrent users) An invoice and location usage report will be created for each office, allocating special offer adjustments to individual accounts based on their actual usage charges, however each account invoice and associated location usage reports will be independently mailed to the account noted below rather than to the invoiced account location.

Mail to Account: _____

Please note: These billing arrangements do not affect Quickview+.

SUBSCRIBER IP & TECHNICAL CONTACT INFORMATION			
Technical Contact Name		Technical Contact Telephone	
Valid external IP addresses or IP ranges belonging to your organization and meeting the following requirements <u>must</u> be provided for this order: 1. IP addresses assigned to jurisdictions outside the United States or our approved U.S. Territories are prohibited. 2. All IP addresses must be IPv4 addresses. Permissible IP addresses will be those provided below as well as any previously provided IP addresses by you.			
SUBSCRIBER TECHNICAL CONTACT INFORMATION			
Technical Contact Name		Technical Contact Email	
Technical Contact Location		Technical Contact Telephone	

DRAFT

CUSTOMER INFORMATION					
Account		Contact Name			
Name		Title			
Address Line 1		Email			
Address Line 2		Phone			
OFFER INFORMATION					
Agreement Number		XXXXXXXX.X		Effective Date	
				XX/XX/XXXX	
Material ID	Subscribed Products & Services	Authorized Users	Subscription Periods	Monthly Charges	
XXXXXXXX	CLEAR: TBD	nn	MM/DD/YYYY - MM/DD/YYYY	\$X,XXX	
XXXXXXXX	CLEAR: TBD with S2S Access	nn	MM/DD/YYYY - MM/DD/YYYY	\$X,XXX	
XXXXXXXX	Batch TBD	nn	MM/DD/YYYY - MM/DD/YYYY	\$X,XXX	

The Monthly Charges for each Subscription Period are as set forth in the grid above. If Customer's country specific Total OECD CPI* published as of the date two months preceding each anniversary of the Effective Date exceeds the percentage increase in the Monthly Charges from the current Subscription Period to the next, then the Monthly Charges shall instead increase at a rate equal to the Customer's country specific Total OECD CPI. All future Monthly Charges will be updated accordingly. In such event, we will provide you with notice at least 30 days prior to the change becoming effective. In all other cases, Monthly Charges shall remain as set forth herein.

*The Total OECD CPI is available at: <https://data.oecd.org/price/inflation-cpi.htm> by clicking on the Table tab.

This Order Form is a legal document between Customer and

A. West Publishing Corporation, to the extent that products or services will be provided by West Publishing Corporation and/or

B. Thomson Reuters Enterprise Centre GmbH, to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and the current applicable IRS certification forms are available at: <https://www.tr.com/trorderinginfo>

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

- The General Terms and Conditions.** The Thomson Reuters General Terms and Conditions located at <http://tr.com/us-general-terms-and-conditions> apply to all products licensed on this order form. Paragraph 9 (a) of the Thomson Reuters General Terms and Conditions does not apply and this order form will not automatically renew, unless otherwise stated below. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this order form, the terms of this order form control.
- Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt.
- Excluded Charges.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://legalsolutions.com/schedule-a-library-government>, and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 of the General Terms and Conditions.
- Returns and Refunds.** Charges for Westlaw (including Westlaw China, Campus Research, Paralegal, Patron Access and Correctional Facilities), CLEAR (including CLEAR Cap), Monitor Suite, ProView eBooks, West LegalEdcenter, Software, TREWS, Serengeti, Practice Solutions, Library Maintenance Agreement and Special Offer/print agreements are not refundable. Please see static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.
- Transportation Charges for Print Products.** Print products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at then-current carrier rates.
- Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us

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shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

7. **Termination.** This ordering document shall terminate simultaneously with termination of the General Terms and Conditions.
8. **Settling a Disputed Balance.** Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to our collection agent at: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.
9. **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.
10. **Material Change.** If, at any time during the term of this ordering document, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, we will modify your Charges 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.
11. **Westlaw and CLEAR Products Only.**

Diligence Process. Due to the regulated or private nature of the data available through the Services, you may be required to satisfy diligence requirements before you are permitted to access or use the Services. The diligence process may be carried out through electronic means and/or an onsite inspection and includes, but is not limited to, verification of your business legitimacy and use case permissibility in accordance with applicable laws, rules and regulations, and Thomson Reuters policies ("Diligence Process"). Your satisfaction of the Diligence Process is in our sole discretion, and access to the Services may be subject to additional diligence reviews during the term of this Agreement. You represent and warrant that all information you provide to us for diligence purposes is accurate, and you agree to promptly notify us of any changes to that information during the term of this Agreement. If you do not satisfy the Diligence Process or any subsequent diligence review, we may immediately suspend or limit your access to the Services, and we reserve the right to terminate this Agreement following any such suspension or limitation by providing written notice to you.

Permissible Use of Regulated Data. Thomson Reuters is not a consumer reporting agency. You represent and warrant (i) you will only use the Services for the permitted internal business use approved by us during the Diligence Process (the "Permitted Use"); (ii) you are the only end user of the Services and the information you access through the Services; and (iii) you will strictly limit the access, use and distribution of the Services and the information you access through the Services to individuals permitted under applicable laws, rules and regulations, and the Third-Party Provider Terms. You will keep the information you access or obtain through the Services confidential. You shall not permit any third party, including affiliated entities and subcontractors, to access the Services without our express prior written authorization. Engaging in the resale, sub-licensing, or other onward transfer of the information you access or obtain through the Services is strictly prohibited. The Services and the information you access through the Services do not constitute a "consumer report" as such term is defined in the Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.) ("FCRA"). You may not use the Services or the information you access through the Services as a factor in consumer debt collection decisioning, establishing a customer's eligibility for credit, insurance, employment, government benefits, housing, or for any other purpose authorized under the FCRA or as a factor for taking an adverse action relating to a consumer application. If the Financial Industry Regulatory Authority (FINRA) regulations apply to you, you may use the Services 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 Services in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110. You will immediately report any misuse, abuse, or compromise of the data and agree to cooperate with any resulting inquiry or investigation. If we believe, in our sole discretion, that the data has been or may be misused, abused or compromised, we may immediately suspend or limit your access to the Services and we reserve the right to terminate this Agreement following any such suspension or limitation by providing written notice to you. You will be responsible for any misuse, abuse, or compromise of the information in the Services by you or any person or entity accessing the information from or through you.

12. **Cloudsquare EULA:** <https://cloudsquare.io/about/software-as-a-service/>

13. **CLEAR Credentialing.** You will not receive access to CLEAR services until your credentials have been verified by us.

14. **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

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then-current commercial rates. You represent and warrant that all testing and maintenance will be conducted in strict accordance with our guidelines and instructions, and this agreement.

(b) We may provide 1 entity-wide, non-transferrable, limited license with limited access to the CLEAR services for your internal testing and maintenance purposes. Testing access may only be used for functional testing and counts toward any usage volumes under your CLEAR subscription. You are expressly prohibited from conducting any load testing, as determined in our sole discretion. You represent and warrant that all testing and maintenance will be conducted in strict accordance with our guidelines and instructions, and this agreement.

(c) In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows: (a) We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration; (b) Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the General Terms and Conditions located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf; (c) Except as otherwise provided in your agreement with us, Data may not be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties; (d) No party will use any means to discern the source code of our products and product data; and (e) You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

15. **CLEAR Gateway Restriction.** You will not have access to the Motor Vehicle gateway.

16. **Batch Ongoing Testing and Maintenance.** We may provide you with 1 entity-wide, non-transferrable, limited license with limited access to the Batch services for your internal testing and maintenance purposes only. Testing access may only be used for functional testing and counts toward any usage volumes under your Batch subscription. You are expressly prohibited from conducting any load testing or running any production transactions without our prior written approval. You are responsible for any overages or production transactions run through the testing environment. We will invoice these transactions at then-current commercial rates. You represent and warrant that all testing and maintenance will be conducted in strict accordance with our guidelines and instructions and this agreement.

17. **CLEAR [insert name] Transactional.** [Insert Product Name] transactional will be billed at then-current applicable Schedule A rates.

18. **CLEAR Usage Limitation.** This provision does not apply to any of your Monthly or Annual Cap subscriptions. If the transactional value of your CLEAR usage exceeds the following Monthly Subscription Period limits, we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate.

Subscription Period	Monthly Usage Limit
MM/DD/YYYY - MM/DD/YYYY	\$X,XXX
MM/DD/YYYY - MM/DD/YYYY	\$X,XXX
MM/DD/YYYY - MM/DD/YYYY	\$X,XXX

19. **CLEAR Sworn Officers.** The Monthly Charges are determined by your sworn officer count and is based on your stated sworn officer count of 0. You hereby certify that this sworn officer count is correct as of the Effective Date of this ordering document.

20. **FEEDZAI SPECIFIC TERMS.** WE ARE AN AUTHORIZED RESELLER OF SOFTWARE AND SERVICES THAT ARE PROVIDED BY FEEDZAI – CONSULTADORIA E INOVAÇÃO TECNOLÓGICA, S.A. ("FEEDZAI").

(a) **FEEDZAI END USER AGREEMENT.** IN ADDITION TO THE TERMS OF THIS ORDER FORM, YOU AGREE TO COMPLY AT ALL TIMES WITH THE TERMS AND CONDITIONS OF THE FEEDZAI END USER LICENSE TERMS BELOW. BY AGREEING TO THIS ORDER FORM CUSTOMER IS AGREEING TO THE END USER LICENCE TERMS, AND CUSTOMER AGREES THAT ITS ACCESS TO AND USE OF FEEDZAI PRODUCTS AND SERVICES IS GOVERNED BY THE END USER LICENCE TERMS.

(b) **RESPONSIBILITY.** AS BETWEEN FEEDZAI AND THOMSON REUTERS, FEEDZAI IS SOLELY RESPONSIBLE FOR PROVIDING ACCESS TO THE FEEDZAI PRODUCTS. THOMSON REUTERS SHALL NOT BE RESPONSIBLE FOR THE ACTS OR OMISSIONS OF FEEDZAI AND DISCLAIM ALL LIABILITY RELATING TO THE FEEDZAI PRODUCTS AND SERVICES.

FEEDZAI END USER LICENCE TERMS

1. DEFINITIONS

1.1. **"Add-on":** additional Professional Services packages, plugins or features described as such in an Order.

1.2. **"Affiliate":** any entity controlling, controlled by, or under common control with a Party, where "control" is defined as: (a) the ownership of at least fifty percent (50%) of the equity or beneficial interests of the entity; (b) the right to vote for or appoint a majority of the board of directors or other governing body of the entity; or (c) the power to exercise a controlling influence over the management or policies of the entity.

1.3. **"Content":** any kind of data, resources, or information provided to the Customer in the performance of this Agreement.

1.4. **"Customer Data":** any information, data content or materials Customer transmits, uploads, creates, submits, or stores to or on the Service.

1.5. **"Documentation":** any material, information, manuals, and documents provided by Feedzai to the Customer in relation to the Software. Documentation is available at <https://cam.feedzai.com> or any other link as communicated, from time to time, in writing by Feedzai to the Customer.

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- 1.6. **"Order"**: an ordering document for access to the Software, Service, Professional Services, and/or any related services, that is signed by the parties, or by Thomson Reuters and Customer, and references this Agreement, including an order form, statement of work, work order or equivalent document.
- 1.7. **"Service"**: the activities to be performed by Feedzai under this Agreement, including the Support, any Professional Services, and hosting, as set forth in any Order.
- 1.8. **"SLA"**: the Feedzai Service Level Agreement hereto attached as Schedule 2.
- 1.9. **"Software"**: object code form of the Feedzai software products as specified in an Order.
- 1.10. **"Support"**: activities related to provision of the Service as described in Schedule 1.
- 1.11. **"Usage Data"**: Feedzai's technical logs, data, and learnings about Customer's use of the Service, but excluding Customer Data.
- 1.12. **"Users"**: individuals appointed by Customer to access and use the Service, which may include Customer's officers, employees and/or consultants and agents or other third parties performing services for Customer or on Customer's behalf (including monitoring of transactions performed using cards or other e-money products issued by Customer).

2. OBJECT

- 2.1. **Scope**. Subject to the terms of the Order and/or this Agreement, Feedzai and/or Thomson Reuters (as reseller) will license the Software and provide the Services detailed in the Order(s).
- 2.2. **Software Subscription**. Subject to the terms of the Order and this Agreement and the payment of all applicable fees, Feedzai and/or Thomson Reuters (as reseller) grants to Customer a limited, personal, non-transferable, non-sublicensable, non-exclusive and non-assignable license solely during the subscription term specified in the Order to use the Software for its internal business purposes and solely within the permitted scope of use, provided such use occurs in accordance with (a) the Documentation, (b) this Agreement and (c) the applicable Order.
- 2.3. **Support**. During the subscription term, where applicable, Feedzai will provide support for Customer's authorized use of the Software and Service.
- 2.4. **Authorized Users**. Customer is responsible for the use of the Software and Services by any Users, including by any third-party that uses the Services or Software through Customer's credentials. Customer shall implement its own security measures to safeguard its credentials.
- 2.5. **Intellectual Property Rights**. Neither Party assigns, grants, or otherwise transfers any rights or licenses not expressly set out in this Agreement. Except for Feedzai's limited use rights in this Agreement, Customer retains all intellectual property and other rights in Customer Data. Except for Customer's use rights in this Agreement, Feedzai and its licensors retain all intellectual property and other rights in the Software, Content, or Service, any deliverables, and related Feedzai technology, including any modifications or improvements to these items. If Customer provides Feedzai and/or Thomson Reuters with feedback or suggestions regarding the Software or Service or other Feedzai offerings, Feedzai may use the feedback or suggestions without restriction.

3. DATA AND CONTENT

- 3.1. **Processing**. Feedzai will collect, use, and process Content and Customer Data to provide the Service. Feedzai maintains administrative, physical, and technical safeguards to ensure the security, confidentiality, and integrity of Content and Customer Data, including measures for preventing access, use, modification, or disclosure of Content and Customer Data by Feedzai's personnel except (a) to provide the Service and prevent or address technical problems, (b) as compelled by law or (c) if Customer expressly allows it in writing. Notwithstanding, Customer acknowledges that such measures cannot guarantee complete security, including with respect to technological failures, human error, and concerted efforts to breach, and thus Feedzai cannot warrant the complete security of Content and Customer Data. As part of the Service, Feedzai may transfer, copy, backup, and store Content and Customer Data in multiple jurisdictions. Feedzai will establish appropriate agreements and safeguards with its Affiliates, subcontractors, and agents for that purpose.
- 3.2. **Delivery of Data**. Customer grants Feedzai the non-exclusive, worldwide, right to use, copy, store, transmit, modify, and process Customer Data as part of Feedzai's development, provision, support, and maintenance of the Service under this Agreement, and Customer irrevocably consents to the processing of Customer Data by Feedzai for such purposes, including using such Customer Data in a manner that does not identify Customer as the source of such data in the provision of services to Feedzai's other customers. Feedzai will have the right to generate patterns, trends, knowledge, metadata and other insights (i) by anonymizing Customer Data; (ii) by aggregating Customer Data with other data; and/or (iii) based on anonymous learnings, logs and data regarding the use of Feedzai Service ("Feedzai Insights Data"). The Parties agree that Feedzai Insights Data shall belong to Feedzai and that Feedzai may use such data for any purpose during or after the term provided the Customer is not identified as a source of such data. Customer is responsible for ensuring adequate protection of the information systems, data, content or applications that Customer deploys and/or accesses. This includes but is not limited to, any level of data transfer, data delivery, communication, data encryption, access controls, roles and permissions granted to Customer's internal, external, and third-party Users.

4. CUSTOMER DUTIES

- 4.1. **Customer Responsibilities**. Customer is responsible for (a) users' compliance with this Agreement, (b) the accuracy, quality, content, and legality of Customer Data (including the means by which it was acquired) and (c) preventing unauthorized access to or use of the Service and Content, and notifying Feedzai promptly of any such unauthorized access or use. Customer shall comply with all applicable laws. Customer will cooperate with any of Feedzai's investigations into Service outages, security problems, and/or suspected breaches of the Agreement. Customer represents and warrants to Feedzai that Customer has made all necessary disclosures and has all necessary rights, consents and permissions to submit Customer Data to the Service, use it with the Service and grants Feedzai the rights in this Agreement, without infringing laws, third-party rights (including intellectual property, publicity or privacy rights) or any terms or privacy policies that apply to Customer Data.
- 4.2. **Usage Restrictions**. Customer will not, unless otherwise mentioned in the Order,: (a) make the Service, Software or any Content available to, or use the Service, Software or Content for the benefit of anyone other than itself or Users; (b) sell, resell, license, sublicense, distribute, rent or lease the Service, Software or Content, or include the Service, Software or Content in a service bureau or outsourcing offering; (c) use the Service or Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (d) use the Service or Software to store or transmit code, files, scripts, agents, or programs intended to do harm, including, for example, computer viruses, worms, Trojan horses, logic bombs, spyware, adware, and backdoor programs; (e) interfere with or disrupt the integrity or performance of the Service, Software, or Content contained therein; (f) attempt to gain unauthorized access to any Service, Software or Content or its related systems or networks; (g) copy the Software, Service, Content, Documentation, or any part, feature, function or user interface thereof; (h) access the Service, Software or Content in order to build a competitive product or service; (i) reverse engineer the Service or Software (to the extent such restriction is permitted by law); (j) use the Software or Service for any activities where use or failure of the Software or Service could lead to death, personal injury, or environmental damage, including in life support systems, emergency services, nuclear facilities, autonomous vehicles or air traffic control (k) use the Software or Service in contravention to any applicable laws or regulations.

5. FEES AND PAYMENT (specified in the Order)

6. DURATION

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- 6.1. Duration. Unless earlier terminated pursuant to the terms of the Order, this Agreement commences on the Effective Date specified in the Order and continues in force until the Order has expired or been terminated.

7. CONFIDENTIALITY

- 7.1. Use and Disclosure of Confidential Information. Neither Party shall use or disclose to any other person or entity confidential information relating to this Agreement or an Order, including but not limited to information relating to technology, technical information, pricing, business, marketing plans, client information, and technical specifications furnished by the other party, either orally or in writing ("Confidential Information"). Each Party further agrees to take the necessary steps to ensure that no unauthorized person shall have access to such information. Neither Party shall disclose, share, rent, sell or transfer to any third party any Confidential Information. The Parties shall use Confidential Information only as necessary to perform this Agreement. The receiving Party shall promptly notify the disclosing Party in writing it becomes aware of any (i) disclosure, dissemination, or misuse of the disclosing Party's Confidential Information by the receiving party or its representatives or agents in breach of this Agreement, or (ii) unauthorized access to use of any of the disclosing Party's Confidential Information. The term "Confidential Information" does not include any information (i) previously known to the receiving Party without an obligation of confidentiality, (ii) independently developed by the receiving Party without the use of the disclosing Party's Confidential Information or without violating the disclosing Party's proprietary rights, (iii) acquired by the receiving Party from a third party which is not, to the receiving Party's knowledge despite reasonable efforts, under an obligation not to disclose such information, or (iv) which is or becomes publicly available through no breach by the receiving Party of this Agreement or an Order.
- 7.2. Exceptions. The receiving Party may disclose the disclosing Party's Confidential Information: (i) to the receiving Party's employees or agents who are directly involved in negotiating or performing this Agreement and who are apprised of their obligations under this Section 8 and directed by the receiving Party to treat such information confidentially, and (ii) only to the extent required by applicable law or by a supervising regulatory agency of a receiving party; provided, that in the case of legally-required disclosure, the receiving Party shall (a) to the extent permitted by Law, promptly notify the disclosing Party of such required disclosure, (b) reasonably cooperate with the disclosing Party to seek confidential treatment of any information that it is required to disclose and (c) only disclose such portion of the Confidential Information that it is legally required, in the opinion of counsel, to disclose.
- 7.3. Destruction. Except as otherwise authorized or required in furtherance of the purposes of this Agreement, promptly upon a request by the disclosing Party, the receiving Party will destroy (and so certify in writing) all Confidential Information and all documents or media containing any such Confidential Information and all copies or extracts thereof. Notwithstanding the foregoing, the receiving Party shall not be required to destroy any automated archival backup of such Confidential Information (i) to the extent such destruction is not reasonably practicable, or (ii) as required by applicable law or regulation. Confidentiality obligations will continue to apply to any Confidential Information not destroyed or returned.

8. WARRANTIES

- 8.1. Feedzai Warranties. Feedzai warrants that: (a) it has the required rights to license the Software and provide the Service, (b) it will not materially decrease the overall security of the Service, (c) Software will substantially conform to the Documentation (d) any Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards and (e) it will comply with all applicable laws, including without limitation all applicable anti-corruption laws, anti-money laundering laws, antitrust laws, economic sanctions laws, export control laws, data protection and data privacy laws, and modern slavery and human trafficking laws. The Customer is responsible for the selection of the Service to achieve the intended results and for its installation, use and results obtained.
- 8.2. Software Performance Warranty Remedy. If Feedzai breaches the warranty under (c) of clause 8.1., Feedzai's sole liability (and Customer's exclusive remedy) for any such breach shall be, in Feedzai's discretion, to use commercially reasonable efforts to provide Customer with an error correction or workaround which corrects the reported non-conformity, or to replace the non-conforming Software with conforming Software. Feedzai shall have no obligation with respect to a warranty claim unless notified of such claim within thirty (30) days.
- 8.3. Disclaimers. FEEDZAI DOES NOT WARRANT THAT THE SOFTWARE, SERVICES, OR DELIVERABLES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER DATA, CONTENT OR USAGE DATA. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FEEDZAI PROVIDES THE SOFTWARE, SERVICES, AND DELIVERABLES "AS IS", WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO, EXPRESS OR IMPLIED OR STATUTORY OR OTHER WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. CUSTOMER SHALL HAVE SOLE RESPONSIBILITY FOR THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, APPROPRIATENESS AND OWNERSHIP OF ALL CUSTOMER DATA.

9. MUTUAL INDEMNIFICATION

- 9.1. Mutual Indemnification. Subject to Section 10.2. (Liability Cap), the Parties will defend and hold each other harmless against any claim, demand, suit or proceeding made or brought against themselves by a third-party alleging that the use of the Service in accordance with this Agreement infringes or misappropriates such third-party's intellectual property rights valid in the licensed geography.
- 9.2. Remedies. In response to any actual or potential infringement claim, if required by a settlement or injunction or as Feedzai determines necessary to avoid material liability, Feedzai may at Feedzai's option, (i) modify the Service so that it no longer infringes or misappropriates, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement or (iii) fully or partially terminate the affected Order and refund Customer of any prepaid, unused fees covering the terminated portion. This "Mutual Indemnification" section states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any third-party claim described in this section.
- 9.3. Exclusions. Feedzai's obligations in this Section 9 do not apply to (a) infringement resulting from Customer's unauthorized modification of the Service or Software (b) use of the Service or Software not in accordance with this Agreement or the Documentation or in combination with items not provided or approved by Feedzai, (c) infringement resulting from the use of Software other than the most current release made available to the Customer, (d) Customer's unauthorized uses of the Service, or (e) trials, betas or other free or evaluation features, products or components.

10. LIABILITY

- 10.1. LIMITATION OF LIABILITY. NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, DATA OR DATA USE, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, OR CLAIMS OF THIRD PARTIES), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS ITS ESSENTIAL PURPOSE.
- 10.2. LIABILITY CAP. TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, THE PARTIES' TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES AND SHALL NOT EXCEED THE LICENSE FEES PAID BY CUSTOMER IN THE LAST TWELVE (12) MONTHS.
- 10.3. STATUTE OF LIMITATIONS; JURY WAIVER. NEITHER PARTY SHALL BRING ANY CLAIM BASED ON THE SUBSCRIPTIONS OR SUPPORT PROVIDED HEREUNDER MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. BOTH PARTIES HEREBY

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IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

11. GENERAL PROVISIONS

- 11.1. **Entire Agreement and Order of Precedence.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to, supplement or modification of this Agreement will be binding unless in writing and signed by both Parties. Nonetheless, with notice to Customer, Feedzai may modify the Schedules to reflect new features or changing practices, but the modifications will not materially decrease Feedzai's overall obligations during a subscription term. In the case of conflicts, discrepancies, errors or omissions, the Order shall prevail over the Agreement.
- 11.2. **Assignment.** This Agreement is not assignable or transferable without the prior written consent of the other Party, which shall not be unreasonably withheld. Any attempt by either Party to assign or transfer this Agreement without such consent shall be void. **Notwithstanding**, Feedzai can freely assign or transfer this Agreement to any company that is a part of its group of companies or as a result of a merger or a sale of all or a substantial part of its share capital.
- 11.3. **Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement (including all Orders, Addenda or annexes), or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement or of the provision will continue in full force and effect, except to the extent such invalid provision or part of provision relates to essential aspects of the Agreement. The parties agree that such provision or portion thereof shall be substituted by a provision with an equivalent legal and economic effect.
- 11.4. **No Waiver.** No forbearance, indulgence, delay or relaxation by any Party to require performance of any provision of this Agreement shall affect, diminish or prejudice the right of such Party to require performance of that provision and any waiver by any Party or any breach of any provisions of this Agreement shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Agreement.
- 11.5. **Survival.** Upon expiration or termination of the Agreement, the obligations which by their nature are intended to survive expiration or termination, namely sections 3. (Data and Content), 4 (Customer duties), 7 (Confidentiality), 10 (Liability), and 11 (General Provisions) shall survive termination or expiration of this Agreement.
- 11.6. **Force Majeure.** No liability shall result to the other Party from delay in performance or from non-performance caused by circumstances beyond the reasonable control of the Party affected, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, accident, labor trouble, pandemic, epidemic, but each Party hereto shall be diligent in attempting to remove such cause or causes.
- 11.7. **Export Laws.** The Parties acknowledge the Software and Services may be subject to export control regulations and sanctions including U.S. economic sanctions, European Commission regulations, United Nations Security Council resolutions, and other similar national or international regulations ("Export Controls and Sanctions"). Each Party represents and undertakes that it and its Affiliates (i) are not named on any Export Controls and Sanctions list of restricted parties, (ii) will not knowingly export, reexport or transfer the Software or Service directly or indirectly, to any country or a foreign national of a country in violation of any such Export Controls and Sanctions and (iii) will not engage in activities that would cause the other Party or its Affiliates to be in violation of Export Controls and Sanctions.
- 11.8. **Anti-corruption Laws.** The Parties shall not and shall ensure the persons they employ shall not take any actions or make any omissions that would cause each other to be in violation of any applicable anti-corruption laws or directly or indirectly, offer, pay, promise to pay or authorize any bribe, other undue financial or other advantage or make any facilitation payment to, or receive any bribe or other undue financial or other advantage from, a public official or a private party in connection with this Agreement or any transactions undertaken for or on behalf of each other. The Parties shall have and maintain throughout the term of this Agreement adequate policies, procedures, and controls to ensure compliance with applicable anti-corruption laws.
- 11.9. **Notices.** Any notice, consent, approval, or other communication intended to have legal effect to be given under this Agreement ("Notices") must be in writing and will be delivered (as elected by the Party giving such notice): by email to legal@feedzai.com.

Schedule 1 – SUPPORT TERMS

1. DEFINITIONS

"Customer Technical Contact(s)": Customer's personnel that have been identified as the technical contact(s) for the Customer.

"Error": any reproducible failure of the Software to materially conform to the Documentation.

"Error Correction": any modification or addition to the Software delivered within an update that brings the Software into material conformity with the Documentation.

"Feedzai Welcome Pack": document defining Support contacts and processes, available on <https://support.feedzai.com/hc/en-us/articles/11136368956947-Welcome-to-Feedzai-Customer-Support>

"Product Hotfix": any subsequent minor release of the Software. This shall not include any major releases of new versions of the software (product upgrades), options or future products which Feedzai provides separately.

"Support Case": a single, reproducible issue or problem with the operation of the Software. Examples of Support Cases include, without limitation, Errors and problems encountered due to improper installation, configuration or operation of the Software.

"Response Time": the period commencing when a Support Case is reported by the Customer's technical contact and ending when a member of the Feedzai technical support team logs the report and responds to the Customer Technical Contact by telephone or email.

"Target Resolution Time": an estimated time to solve any Support Case reported by using a Product Hotfix or a workaround solution. Missing Target Resolution Times does not constitute a breach of contract.

"Production Environment": live and operational environment where Feedzai software applications are running, available to use by Customer, and processing live transaction data (e.g., producing real-time transaction scoring data).

Capitalized terms and expressions used in this Schedule but not specifically defined in this clause have the meaning defined in the main Agreement.

2. SERVICES PROVIDED

2.1. **Availability.** Customer shall be entitled to receive off-site Support concerning the operation of the Software on a 24/7, 365 basis. Support Cases may be reported to Feedzai by a Customer Technical Contact via the dedicated Support channels (as defined in Feedzai Welcome Pack). Feedzai will respond to a Customer Technical Contact by dedicated channels. Feedzai will also provide the Customer with Error Corrections for Errors reported to be in the Software, as they become available.

2.2. **Delivery.** Feedzai will only provide Support in English. Support is aimed at addressing Support Cases, and does not cover feature requests, training, or anything that requires additional resources from the product or development teams. Feedzai reserves the right to exclusively use its own equipment to access and manage the Feedzai service infrastructure. Third parties are not entitled to receive Support from Feedzai and the Customer may not pass through any such requests.

2.3. **Reporting.** Support Cases must be reported to Feedzai via the dedicated Support channels (as defined in Feedzai Welcome Pack).

2.4. **Exceptions.** Feedzai will have no obligation to provide Support in connection with cases or operational disruptions caused by: (i) the use of client software (e.g. Browsers) or software versions not approved by Feedzai as compatible with the Feedzai systems; (ii) configuration changes, modifications, or alterations to the Software or Service by the customer without prior testing in non-production environments; (iii) failure by the customer

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- to approve the update of the Software or Service prior to the installed version of the Software or Service reaching the Feedzai stated end-of-support date ; (iv) the withholding of approval by the customer to install hot-fix updates made available by Feedzai to address a customer issue; (v) use of the Software or Service other than in accordance with the Documentation and the Agreement; or (vi) the negligence or intentional misconduct of the Customer, its employees and agents or any third party.
- 2.5. Additional exceptions for Customer hosted deployments. If the Customer is not using Feedzai's cloud, in addition to the exceptions in section 2.4., Feedzai will have no obligation to provide Support in connection with cases or operational disruptions caused by: (i) the use of the Software or Service with software or hardware not designed for use with the operating systems approved by Feedzai in the Documentation; (ii) the use of the Software or Service with hardware that does not satisfy the minimum system requirements specified by Feedzai in the Documentation; (iii) changes, modifications, or alterations to the Software or Service not approved in writing by Feedzai or its authorized representatives; or (iv) the failure to install Updates made available by Feedzai; o
- 2.6. Welcome Pack Feedzai Welcome Pack provides definitions of processes and services followed. It may be updated, from time to time by Feedzai, to reflect service changes and improvements.

3. PRIORITY LEVELS

- 3.1. Priority levels. The priority levels applicable are the following:

Priority	Description
Priority 1, Urgent	Issue that severely impacts the use of the service, halting your business operations, with no procedural workaround available. Must be reported via Feedzai Telephone Support Number. Examples: • Service is down or unavailable. • Data corrupted or lost
Priority 2, High	Major functionality is impacted or significant performance degradation is experienced, causing a high impact to business operations with no reasonable workaround available. Must be reported via Feedzai telephone support number. Examples: • Service is operational but highly degraded performance to the point of major impact on usage. • Important features of the application offering are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.
Priority 3, Normal	Partial, non-critical loss of use of services, with a medium-to-low impact on the business, but the business continues to function with a short-term workaround. Examples: • Particular rule is not being triggered as expected • Analytics functions (dashboard) are not operating
Priority 4 Low	An incident that has a low level of impact on business operations. Examples: • Minor loss of application functionality • Functionality does not match documented specifications

- 3.2. Changes in priority level. A Support Case will lower in priority level if Customer decides to hold back the implementation of the solution for a later time that falls out of the Targeted Resolution Time. Feedzai also reserves the right to lower the priority of an issue after assessing the issue.
- 3.3. Resolution of cases. A Support Case will be closed and marked as resolved upon the earlier of the following: (i) the issue or problem is solved; (ii) if the issue or problem is the result of an Error, the provision of a solution or Error Correction; (iii) Feedzai is able to provide a reasonable and mutually acceptable alternative solution; (iv) Feedzai confirms that the issue or problem is not due to any Error or deficiency in the Software or Service; (v) Feedzai confirms that the issue or problem is in fact due to a third-party; (vi) the Customer's Technical Contact requests that Feedzai closes the Support Case; or (vii) the Priority 1 or Priority 2 Support Case has been left open for 2 hours with no response from the Customer.
- 3.4. Response Times. Applicable Responsible Times and Target Resolution Times will be defined in the applicable Order(s).

4. UPDATES

Feedzai will make updates available to Customer either for download together with documentation in printed or electronic form written in English or a language officially supported by Feedzai (for Customer hosting Feedzai services) or by making them available for deployment (for Customer using Feedzai Cloud). Associated training, consultancy and/or other assistance services are outside of the scope of Support and may be subject to separate charges. Feedzai's obligations with respect to Support are expressly conditioned upon the installation and use by the Customer of long-term support releases or short-term support releases within the applicable supported time frames.

Schedule 2 – FEEDZAI CLOUD SERVICE LEVEL AGREEMENT

Feedzai warrants a monthly 99.80% availability of the Software during the Term, notwithstanding scheduled maintenance, which shall be notified to the Customer in advance and Force Majeure Events which may affect availability. Feedzai will notify the Customer regarding any measures or actions that may affect the availability of the Software and will endeavor to reduce any possible hindrances that such measures may have on the Customer or its business operations.

The Customer undertakes not to perform any maintenance tasks without the prior written consent of Feedzai. The Customer acknowledges and accepts that Feedzai shall not be liable, to the extent permitted by applicable Law, for failures, defects, malfunctions of the Software, of any kind, that may derive from unauthorised maintenance tasks performed by the Customer, not any damage or loss arising out of such failures, defects or malfunctions.

Feedzai shall not be obliged to provide Support when the failures, defects or malfunctions are caused by misuse, negligence or breach of the terms of the Agreement or any use that contravenes the terms of the Agreement, applicable law and/or instructions, guidelines or recommendations made by Feedzai,

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whether or not they are included in the Documentation. Additionally, Feedzai shall not be obliged to provide Support in the terms provided herein in case of Force Majeure Events or other external factors affecting the availability or functionality of the Software.

21. 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.

22. **End User Restriction.** You certify that the number of end users accessing CLEAR data is not greater than XXX. Our pricing is made in reliance upon your certification. If the number of end users increases above XXX, without limitation to any other rights or remedies set forth in the agreement, we reserve the right to adjust your subscription and the corresponding charges to reflect the appropriate tier for the current annual period and any remaining annual period(s) of the term of the Services. Additional charges for such adjustment will be reflected in subsequent invoices.

23. **CLEAR Certifications.** By initialling below, you certify your understanding and acceptance of the security limits of CLEAR and responsibility for controlling product, Internet and network access:

___ **Initial.** Functionality of CLEAR cannot and does not limit access to non-West internet sites. It is your responsibility to control access to the internet.

___ **Initial.** You will provide your own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL and West software. You will design, configure and implement your own security configuration.

___ **Initial.** You will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

___ **Initial.** You will only access CLEAR for administrative or internal business purposes. All use will fully comply with the following restrictions:

- (a) No one other than your approved employees will be provided access to or control of any terminal with access to CLEAR or CLEAR data.
- (b) Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access.
- (c) No access will be outsourced or otherwise provided to third parties.
- (d) You are solely responsible for ensuring that sensitive information is not made available beyond its stated permissible use.

24. **[Content Name Here] Annual Cap.** Charges for the value of the [content name here] actual usage per Subscription Period are waived up to the following amounts (the "Annual Cap"). You will pay the Monthly Charges and all charges in excess of the Annual Cap (discounted nn%).

Subscription Period	Annual Cap
MM/DD/YYYY - MM/DD/YYYY	\$X,XXX
MM/DD/YYYY - MM/DD/YYYY	\$X,XXX
MM/DD/YYYY - MM/DD/YYYY	\$X,XXX

25. **[Content name here] Monthly Cap.** Charges for the value of the [content name here] actual usage per month are waived up to the following amounts (the "Monthly Cap"). You will pay the Monthly Charges and all charges in excess of the Monthly Cap (discounted nn%).

Subscription Period	Monthly Cap
MM/DD/YYYY - MM/DD/YYYY	\$X,XXX
MM/DD/YYYY - MM/DD/YYYY	\$X,XXX
MM/DD/YYYY - MM/DD/YYYY	\$X,XXX

26. **AU10TIX Specific Terms.** We are an authorized reseller of software and services that are provided by AU10TIX Ltd.("AU10TIX").

- (a) **AU10TIX End User License Agreement.** In addition to the terms of this order form, you agree to comply at all times with the terms and conditions of the AU10TIX end user license agreement and exhibits located here: <https://www.au10tix.com/wp-content/uploads/2023/09/AU10TIX-EULA-AUG-2023.pdf> (the "EULA"). By agreeing to this order form customer is agreeing to the EULA, and customer agrees that its access to and use of AU10TIX products and services is governed by the EULA. If there is a conflict between the EULA and the order form with respect to the AU10TIX products and services, the EULA takes precedence.
- (b) **Responsibility.** As between AU10TIX and Thomson Reuters, AU10TIX is solely responsible for providing access to the AU10TIX products. Thomson Reuters shall not be responsible for the acts or omissions of AU10TIX and disclaim all liability relating to the AU10TIX products and services.

- (c) Any verifications over the contracted volume will be billed as an overage at a rate of \$3.50 per verification. Overages will be billed monthly in arrears based on accrued usage.

27. **Batch Annual Inputs.** If your batch inputs for the then current Subscription Period for the product(s) listed below exceeds the corresponding number of lines, or you access data outside of the data sources selected below, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current Subscription Period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following Subscription Period.

Subscription Period	Material ID	Subscribed Products	Selected Data Sources	Annual Inputs Per Data Source
MM/DD/YYYY - MM/DD/YYYY				
MM/DD/YYYY - MM/DD/YYYY				
MM/DD/YYYY - MM/DD/YYYY				
MM/DD/YYYY - MM/DD/YYYY				

ACKNOWLEDGMENT

This agreement is a binding agreement between Customer and the Thomson Reuters entities executing this agreement, to the extent each Thomson Reuters entity is providing the products and/or services.

TBD

WEST PUBLISHING CORPORATION

Signature _____ Date _____

Signature _____ Date _____

Name (please print) _____

Name (please print) _____

Title _____

Title _____

Thomson Reuters Enterprise Centre GmbH

Signature _____ Date _____

Name (please print) _____

Title _____

For internal use only: Legal Contact for non-standard arrangements:

SUBSCRIBER INFORMATION EXHIBIT

SUBSCRIBER OFFICE & ADMINISTRATOR INFORMATION						
Subscriber's Offices (City, State)	Password/License Administrator Name ¹	Code	Email Address	Department/Practice Group	Product	% of Total Users by Location ²
						Server Location (Y/N)

This Offer expires October 29, 2025, at 7:00 p.m. CT.

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¹ Administrators are counted as a user on per user subscriptions
² Taxes for software products will be based on % of Total Users by Location

SUBSCRIBER CLEAR® SERVICES INFORMATION											
Main Account #		CLEAR Contact Name									
Main Account Name		CLEAR Contact Email									
Internet Service Provider Name		CLEAR Contact Telephone									
The CLEAR contact will receive all CLEAR registration keys, individual users will also receive their registration keys if their email addresses are provided											
IP Address Section: Only External IP Addresses or Ranges Must Be Provided											
Technical Contact Name		Technical Contact Email									
Technical Contact Location		Technical Contact Telephone									
Valid external IP addresses or IP ranges belonging to your organization and meeting the following requirements <u>must</u> be provided for all CLEAR orders: 1. IP addresses assigned to jurisdictions outside the United States or our approved U.S. Territories are prohibited. 2. All IP addresses must be IPv4 addresses. Permissible IP addresses will be those provided below as well as any previously provided IP addresses by you.											
Initial to block CLEAR roaming access. This selection does not allow user access outside of your designated IP address/range. Your users will be required to access CLEAR through your designated entity IPs only.											
Authorized My Account Administrator for CLEAR®											
My Account is provided as a service to you for user management, general account information and granting access to other My Account users. Identify which person you would like as your My Account Administrator:											
Last Name		First Name, M.I.			Email Address (REQUIRED)						
Authorized QuickView+ Users for CLEAR											
QuickView+ is provided as a service to you for estimating your charges. Actual charges billed may vary from Quickview+ due to discounts you receive or other charges, such as taxes. Identify which password holder you would like to have Quickview+ access:											
Last Name		First Name, M.I.			Authorized Account Number						
CLEAR® Users											
Account #			Account Address								
Last Name		First Name, M.I.		Email Address		Phone #	IN	AD	AN	SV	TC
If there are additional CLEAR users, additional pages must be submitted with the order											

SPECIAL OFFER BILLING OPTIONS (FOR MULTIPLE LOCATIONS ONLY)									
___ DEFAULT. UNLESS OTHERWISE SPECIFIED, YOU WILL RECEIVE ONE COMBINED MONTHLY INVOICE AND A COPY OF EACH PARTICIPATING ACCOUNT'S LOCATION USAGE REPORTS - ALL MAILED TO THE PAYER ACCOUNT OFFICE.									
___ AS IS. Your current billing arrangement should remain unchanged.									
___ ALTERNATIVE #2. Each account will be billed separately, each receiving an invoice and a location usage report. Special offer adjustments will be allocated to the individual accounts based on their actual usage charges.									
___ ALTERNATIVE #3. (Not available for orders with concurrent users) An invoice and location usage report will be created for each office, allocating special offer adjustments to individual accounts based on their actual usage charges, however each account invoice and associated location usage reports will be independently mailed to the account noted below rather than to the invoiced account location. Mail to Account: _____									
Please note: These billing arrangements do not affect Quickview+.									

<u>Check West account status below as applicable:</u>		Rep Name & Number _____		* * * * *
New _____				
Existing with no changes _____		Existing with changes _____ (Permanent name change must attach a Customer Name Change Form)		
Acct # _____	Quote # _____	PO # _____	Date _____	* * * * *
Name/Customer _____			Bill To Acct # _____	
Order Confirmation Contact Name _____				
E-Mail _____				
Password Contact Name (for password delivery) _____				
E-Mail _____				
Time and Billing Contact Name _____				
E-Mail _____				
Federal Government Account Type _____	Non-FEDLINK _____	FEDLINK _____	GSA _____	
MSA Jurisdiction _____	Contract # _____	Option # _____		
Permanent Address Change _____ One-Time Ship To _____ Additional Ship To _____ Additional Bill To _____ Name _____ Attn: _____ Address _____ Suite/Floor _____ City _____ State _____ County _____ Zip _____				I F N E E D E D

This Order Form is a legal document between Customer and

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

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

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

Thomson Reuters General Terms and Conditions (available here: <http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions. If you are a Federal Government customer, the Thomson Reuters General Terms and Conditions for Federal Customers located at <http://tr.com/federal-general-terms-and-conditions> will apply in place of the General Terms and Conditions above. This Order Form is subject to our approval.

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

* Fill in the maximum number of Passwords, Users, Seats, and Quantity of Additional Storage

Total Monthly Charges (initial Term) \$ _____

Notes:

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

When your Minimum Term terminates, the following will apply:

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in Charges per Billing Frequency at least 60 days before each Automatic Renewal Term begins. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

	Online/Practice Solutions/Software Renewals	
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Sub Matl #	Online/Practice Solutions/Software Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)

Notes:

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

When this Renewal Term expires the following will apply.

Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in Charges per Billing Frequency at least 60 days before each Automatic Renewal Term begins. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

	Online Products to be Lapsed	
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Full Svc #	Online Products	# of Passwords

Notes:

	Miscellaneous	
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1. **Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.
2. **Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.
3. **Product Specific Terms and Service Levels:** The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:
 - HighQ Product Specific Terms <http://tr.com/HighQ-PST>
 - HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA> Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages.
4. **Statement of Work:** If included with this order, the Statement of Work (SOW) is hereby incorporated and governed by the terms and conditions of this Order Form.

ACKNOWLEDGMENT

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

Printed Name _____

Title _____

Date _____

Signature X _____

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

This Order Form is a legal document between Customer and

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

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

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

Thomson Reuters General Terms and Conditions (available here: <http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions. This Order Form is subject to our approval.

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

* Fill in the maximum number of Passwords, Users, Seats, and Quantity of Additional Storage.

Total Monthly Charges (initial Term) \$ _____

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

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

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

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

When your Minimum Term terminates, the following will apply:

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in Charges per Billing Frequency at least 60 days before each Automatic Renewal Term begins. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

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

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

When this Renewal Term expires the following will apply.

Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in Charges per Billing Frequency at least 60 days before each Automatic Renewal Term begins. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Online Products to be Lapsed		
Full Svc #	Online Products	# of Passwords

	Miscellaneous	
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1. **Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.
2. **Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.
3. **Product Specific Terms and Service Levels:** The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:
 - HighQ Product Specific Terms <http://tr.com/HighQ-PST>
 - HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA> Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages.
4. **Statement of Work:** If included with this order, the Statement of Work (SOW) is hereby incorporated and governed by the terms and conditions of this Order Form.

ACKNOWLEDGMENT

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

Printed Name _____

Title _____

Date _____

Signature **X** _____

HIGHQ PROFLEX Attachment



Account #	Name	Address	City, State Zip

West PROFLEX Products and Components

Service Number	Product Name	Quantity	User Type

Total Monthly Charge: \$

AUGUST 2024



Risk & Fraud

Customer verification guide

Respecting information privacy and security is an integral part of Thomson Reuters® culture and values. Our Risk & Fraud Solutions are investigative and legal research products that include sensitive data.

Thomson Reuters believes that it is vital to know who our customers are and to understand their need to access sensitive data. A key component of our compliance policies and practices is the verification and validation of customers to ensure that access to sensitive data aligns with our licensing agreements and relevant regulations.

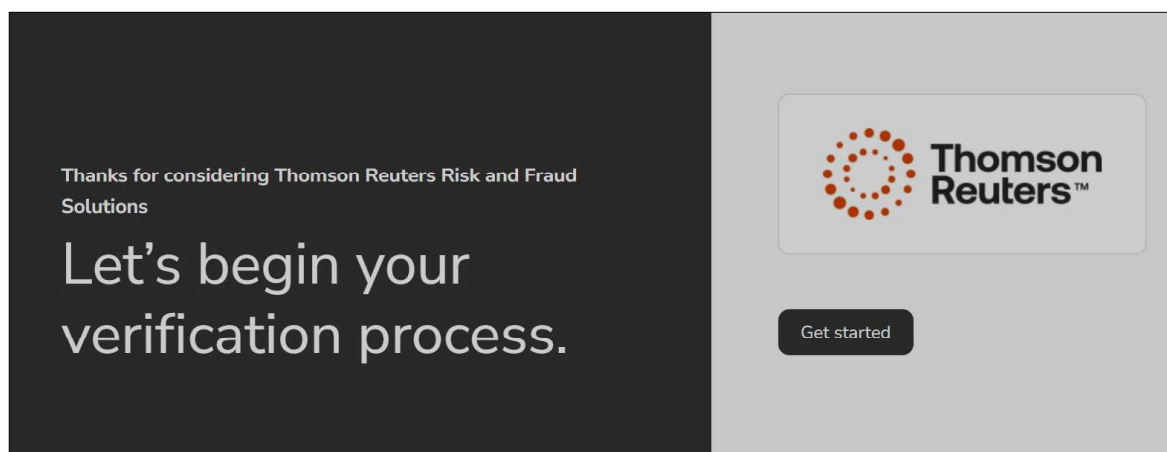
All customers must be verified prior to receiving access to Thomson Reuters Risk & Fraud Solutions and subsequently submit to reverification every 2 years.

How do I begin the verification process?

Click on the link provided to you by your Thomson Reuters representative.

NOTE: Please accept all cookies or the application will not operate properly.

Follow the prompts that are provided.





My Account



Welcome

Enter your business email address for this entity.

Enter email address

By proceeding you agree with our [terms and conditions](#) and [privacy policy](#)

Continue



My Account



We've sent you a verification code

A verification code has been sent to **yourname@yourcompany.com**.
Enter this verification code to continue.

Enter verification code

[I didn't receive a verification code](#)

Continue

Go back

To login into the onboarding portal please enter the code below:

####

This single use code is valid for 30 minutes.

Do not share this code. We will never reach out to you to verify this code over the phone or SMS.

Thanks for considering Thomson Reuters Risk and Fraud Products

Declaration

My Account

Declaration

I declare that all the information provided is correct and accurate..

☒ I agree to the declaration

Submit declaration

 English

Help

Add Entity

Let's find your entity

My Account

Please find your company, agency, or law firm and confirm details to continue your credentialing application.

Once you've created your profile it will be linked to your account that you've created.

Find entity

 English

Help



Find entity

Let's find your entity

Registered country

 United States of America

Entity name

Thomson Reuters

State registration number (Optional)

MN

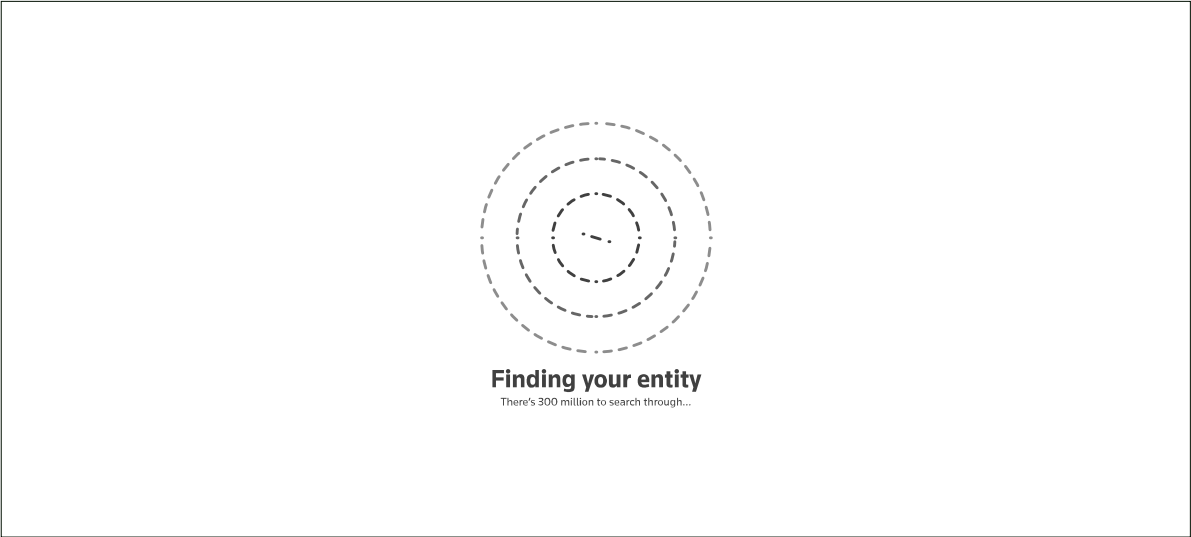
Providing this will help us return a more accurate match

Registered city

Eagan

Find entity

Go back



What if I do not receive an email code?

Please check your spam or junk folder if you do not immediately receive the email.

What if my company profile cannot be found?

If your profile cannot be found, select the manual add button and include your company details.

**I was directed to upload documentation in my verification questionnaire.
Where do I upload this documentation?**

If your responses to questions indicated that you should upload documentation, please use the Document Uploader to upload all requested information. Please note that your verification process can not be completed until this information is submitted.

Account validation

Start →

Documentation upload

Start →

Company principals

Start →

Additional locations

Start →

Submit details

For more information, contact
your **Thomson Reuters**
account representative.

Thomson Reuters is not a consumer reporting agency and none of its services or the data contained therein constitute a "consumer report" as such term is defined in the Federal Fair Credit Reporting Act (FCRA), 15 U.S.C. sec. 1681 et seq. The data provided to you may not be used as a factor in consumer debt collection decisioning; establishing a consumer's eligibility for credit, insurance, employment, government benefits, or housing; or for any other purpose authorized under the FCRA. By accessing one of our services, you agree not to use the service or data for any purpose authorized under the FCRA or in relation to taking an adverse action relating to a consumer application.

*This document is for representation purposes only, please use the provided link to access Unmasked data.

Addendum to Account Validation and Certification Form – Unmasked Data Request

Subscriber Information

Account Number (mandatory): _____

Full Legal Name/Entity: _____

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

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

DATA USE INFORMATION

Describe your type of business: _____

Describe why access to 5B data is insufficient and why access to full DOB and SSN is required: _____

CLEAR Subscribers: All CLEAR users will be granted access to the same type of sensitive personal information:

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

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

Last Name	First Name	Add/Remove	IP Address

CERTIFICATIONS

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

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

AUTHORIZED REPRESENTATIVE:

Print Name: _____

Title: _____

Date: _____

Signature: _____

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

All information is subject to verification and approval by West.



Plan 2 WestlawPRO for State and Local Government Agencies and Courts
— Government Service

Available only to employees of state, county, and city government agencies and courts accessing Westlaw® for government or legal services/legal aid purposes. Government Agencies are defined as executive, judicial, and legislative agencies, correctional facilities (behind the desk staff access), government law libraries (behind the desk staff access), and legal services/legal aid entities. Not available to educational institutions for academic purposes. Westlaw access by inmates of correctional facilities or patrons of government law libraries is **STRICTLY PROHIBITED**.

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. Monthly Charges. Monthly Charges for the WestlawPRO Products you subscribe to are stated on the Order Form. Our pricing for banded products is made in reliance upon your certification of the number of attorneys in the Order Form. You must promptly notify us of any changes in the number of attorneys. If we learn that the actual number of attorneys is greater, we reserve the right to increase your Monthly Charges accordingly. **Sharing passwords is strictly prohibited.**

2. Excluded Charges. Monthly Charges do not include continuous WestClip, online transmission (as limited by the General Terms & Conditions), certain KeyCite Alert online citation checking, and certain online automated citation checking charges. Charges associated with the Westlaw content, products and services that are not part of the WestlawPRO products in the Order Form will be billed at the rates below ("Excluded Charges"). We may, at our option, make certain Westlaw content, products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if the Westlaw content, products or services are enhanced or released after the effective date of Order Form.

3. West Reporter Images		
West Reporter Images	\$24.00	per image
No offline transmission charges apply.		
4. 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

5. Per Minute Charges

A. Home, Content and Topical Pages	\$4.00	per minute
B. Viewing a Search Result List	\$8.00	per minute
C. Per Minute Charges for Viewing Full Text Documents		

Range from \$16.00 per minute to \$56.00 per minute.

6. Transactional Charges

A. Search Charges	\$55.00	per search
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Each search query will incur a search charge.

B. Document Display Charges

Range from \$12.00 to \$143.00 per document

Each document display will incur a transactional charge. No offline transmission charges apply.

C. Online Citation Checking Charges

KeyCite	\$15.00	per citation
Inline KeyCite	7.00	per document

D. Docket Charges

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

Document Display	\$13.00	per document
Docket PDF	4.00	per image
Docket Alerts	0.00	per transaction
Document Retrieval from Alert	13.00	per document
Docket Tracks	6.00	per transaction
Docket Bankruptcy Creditor Update	4.00	per document
Document Update	2.00-8.00	per document
DE Court of Chancery PDF/Court Wire		
PDF Complaint	95.00	per image
Docket PDF from Select State Counties	22.00	per image
Court Wire Alerts – Continuous	5.00	per day per alert
Court Wire Documents	13.00	per document
Court Calendar Information Update	2.00	per transaction
Court Calendar Tracking Service	6.00	per transaction
Calendar Integration Service	1.00	per transaction

* See Pricing Guide for additional details.

E. Public Records Charges

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

PeopleMap		
PeopleMap Searches	\$52.00	per search
People/Company Records Mini Searches	12.00	per search
Alerts	2.00	per transaction
Reports	52.00	per report
Document Displays	12.00	per document
Public Records		
Searches	12.00	per search
Document Displays	12.00	per document
Real Property Reports		
Comprehensive Reports	95.00	per report
Individual Reports	52.00	per report
Deed Images and Parcel Map Images	25.00	per Image
Delaware Corporate Records		
Searches	55.00	per search
Document Displays	11.00	per document
Company Investigator		
Searches	52.00	per search
Basic Reports	52.00	per report
Premier Reports	52.00	per report

F. Drafting Assistant

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

Cite Formatting	\$52.00 per document
Insert Flags	95.00 per document
Insert Links	52.00 per document
Quote Right	12.00 per citation
Table-of-Authority	52.00 per document

G. Westlaw Edge & Westlaw Precision

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

Litigation Analytics	12.00 per report
Statutes Compare/Federal Regulations Compare	17.00 per report
Jurisdictional Surveys	12.00 per document
Quick Check Reports	0.00 per document
Online Builder (Westlaw Precision Only)	0.00 per document

H. Westlaw Generative AI Features (only available on a subscription basis)

Westlaw Precision AI-Assisted Research	\$0.00 per search
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7. 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.

8. Offline Transmission Charges

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

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

Per document charges range from \$10.00 to \$50.00

9. PDF Charges

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

All other PDF charges range from \$11.00-\$250.00 per image. No offline transmission charges apply.

10. Westlaw Doc & Form Builder

Westlaw Doc & Form Builder	\$13.00-\$131.00 per document
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11. 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.



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 agency2. **West Reporter Images**

West Reporter Images \$24.00 per image
No offline transmission charges apply.

3. **Rise of American Law**

Rise of American Law – Time \$33.33 per minute
Rise of American Law – Document Displays 300.00 per document
Rise of American Law – Images 300.00 per image

4. **Per Minute Charges**

- A. Home, Content and Topical Pages** \$4.00 per minute
B. Viewing a Search Result List \$8.00 per minute
C. Per Minute Charges for Viewing Full Text Documents

Range from \$16.00 per minute to \$56.00 per minute.

5. **Transactional Charges****A. Search Charges** \$55.00 per search

Each search query will incur a search charge.

B. Document Display Charges.

Range from \$12.00 to \$143.00 per document

Each document display will incur a transactional charge. No offline transmission charges apply.

C. Online Citation Checking Charges

KeyCite \$15.00 per citation
Inline KeyCite 7.00 per document

D. Docket Charges

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

Document Display	\$13.00 per document
Docket PDF	4.00 per image
Docket Alerts	0.00 per transaction
Document Retrieval from Alert	13.00 per document
Docket Tracks	6.00 per transaction
Docket Bankruptcy Creditor Update	4.00 per document
Document Update	2.00-8.00 per document
DE Court of Chancery PDF/Court Wire	
PDF Complaint	95.00 per image
Docket PDF from Select State Counties	22.00 per image
Court Wire Alerts – Continuous	5.00 per day per alert
Court Wire Documents	13.00 per document
Court Calendar Information Update	2.00 per transaction
Court Calendar Tracking Service	6.00 per transaction
Calendar Integration Service	1.00 per transaction

* See Pricing Guide for additional details.

E. Public Records Charges

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

PeopleMap	
PeopleMap Searches	\$52.00 per search
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Alerts	2.00 per transaction
Reports	52.00 per report
Document Displays	12.00 per document
Public Records	
Searches	12.00 per search
Document Displays	12.00 per document
Real Property Reports	
Comprehensive Reports	95.00 per report
Individual Reports	52.00 per report
Deed Images and Parcel Map Images	25.00 per image
Delaware Corporate Records	
Searches	55.00 per search
Document Displays	11.00 per document
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Searches	52.00 per search
Basic Reports	52.00 per report
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The following charges apply in lieu of per minute and transactional charges. Drafting Assistant is only available on a subscription basis. The charges below are for tax allocation purposes only.

Cite Formatting	\$52.00 per document
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Quote Right	12.00 per citation
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G. Westlaw Edge & Westlaw Precision

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

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Jurisdictional Surveys	12.00 per document
Quick Check Reports	0.00 per document
Online Builder (Westlaw Precision Only)	0.00 per document

H. Westlaw Generative AI Features (available only on a subscription basis)

Westlaw Precision AI-Assisted Research	\$0.00 per search
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6. Foldering

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

Per document charges range from \$10.00 to \$50.00

8. PDF Charges

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

All other PDF charges range from \$11.00-\$250.00 per image. No offline transmission charges apply.

9. Westlaw Doc & Form Builder

Westlaw Doc & Form Builder	\$13.00-\$131.00 per document
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10. Alert Services Charges

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

Alert charges incur on the run of the alert.



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

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

1. Transactional Charges

i. Search Charges

Person Search	\$5.00 per search
Business Search	4.50 per search
SEC Filings	2.00 per search
DE Gateway Search	10.00 per search
DE Gateway Detail	15.00 per search
Asset Search	5.00 per search
Intellectual Property	2.00 per search
Phone Search-Public Record Phones	3.50 per search
Phone Search-Real Time Reverse Phone Number Gateway	1.50 per search
Public Records	
Photo Line-up Search	2.00 per search
Current Incarceration Search	3.50 per search
Recent Bookings Search	3.50 per search
License Search	5.00 per search
Court Record Search	4.50 per search
Web Analytics Search	1.75 per search
NPI Search	1.00 per search
Sanctions Search	5.00 per search
Real-Time Incarceration & Arrest Records (RTIA)	4.00 per search
World-Check Risk Intelligence	5.00 per search
Associate Analytics	1.00 per search
Company Family Tree	5.00 per search
Graphical View	5.00 per search
Graphical View Expansion	1.00 per search
Map Enhancements	0.25 per search
News Search	1.75 per search
Quick Analysis	1.00 per search
Contact View	1.50 per search
Alert Result – Full Text	9.00 per result
Alert Result – RTIA	4.00 per result
CLEAR ID Confirm	
Basic	5.00 per search
Advanced	5.50 per search
Premium	6.00 per search
CLEAR ID Confirm - International	
Group A Single	1.25 per search
Group A Multi	2.00 per search
Group B Single	3.00 per search
Group B Multi	5.00 per search
Group C Single	5.75 per search
Group C Multi	10.00 per search
CLEAR Risk Inform	
Basic	5.25 per search
Advanced	5.75 per search
Premium	6.25 per search
Real-Time Incarceration & Arrest Records (RI-RTIA)	2.00 per search
License Plate Recognition Search	1.00 per search
Adverse Media Search	4.00 per search
Adverse Media with Sanctions Search	6.00 per search
Adverse Media with Sanctions Only Search	3.00 per search
Global Beneficial Ownership Search	0.00 per search
Global Beneficial Ownership Search Result Detail	9.00 per search

ii. Report Charges

AutoCheck Vehicle History Report	\$14.50 per report
Individual Report	15.00 per report
Add Associates to Report	2.00 per report
Basic Report	10.00 per report
Company Report	15.00 per report
Contact Report	10.00 per report
Business Credit Report	15.00 per report
Real Property Individual Reports	5.00 per report
Real Property Comprehensive Report	10.00 per report
Real Property Deed Image/Parcel Map Report	20.00 per report
License Plate Recognition Report	2.00 per report
CLEAR Risk Inform Person/Business Report	1.00 per report
Global Beneficial Ownership Report	45.00 per report

2. Batch Services

i. CLEAR Batch Search Charges

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

ii. Batch Search Charges

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

iii. Batch Alert Charges

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

Document 1



CLEAR and Westlaw Public Records (Risk & Fraud) Supplier Additional Terms & Disclaimers

CLEAR Database Name	Westlaw Database Name	Content Description	Disclaimer & Legal Terms
Arrest/Arrest Records	Arrests	Arrest Records	See Court Records below
Boat Registrations	Boat Registrations	Boat Registrations	Your use of this data may be subject to privacy restrictions imposed by Driver's Privacy Protection Act ("DPPA") and state law. If you access motor vehicle, driver's license, state boat, or similar data, you will be required to acknowledge compliance with the law and to choose among "permissible uses" for the data. Thomson Reuters will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements.
Corporate Records California	Corporate Records California	Corporate Records	THIS CALIFORNIA SECRETARY OF STATE DATA IS FOR INFORMATIONAL PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE SACRAMENTO OFFICE OF THE CALIFORNIA SECRETARY OF STATE. This data is provided for research purposes only and it is not the official record. Certified copies can only be obtained from the official source. Thomson Reuters makes every effort to provide you with the most current data, however, information reported in this data may have been paid, terminated, vacated or released prior to today's date.
Corporate Records Michigan	Corporate Records Michigan	Corporate Records	THIS DATA IS FOR INFORMATION PURPOSES ONLY. CERTIFICATION CAN ONLY BE OBTAINED THROUGH THE MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS, CSCLB, CORPORATIONS DIVISION.

CLEAR Database Name	Westlaw Database Name	Content Description	Disclaimer & Legal Terms
Corporate Records – New York	Corporate Records – New York	Corporate Records	To the extent that any of the information, material or data obtained from Thomson Reuters is derived from the New York State, Department of State, Division of Corporations and state records: (1) Any such information, material or data is not an official record of the Department of State or of the State of New York; (2) Thomson Reuters hereby represents and acknowledges that it is not an employee or agent, for any matter whatsoever, of the Department of State or the State of New York; (3) Thomson Reuters, the Department and the State of New York make no warranties, guarantees or representations of any kind, whether express or implied, or arising by custom or trade usage as to any matter whatsoever, without limitation, and specifically make no implied warranty of merchantability, fitness for any particular purpose or use, including but not limited to adequacy, accuracy, correctness, completeness, currentness, reliability or conformity to any representation, description, sample or model; and (4) Neither Thomson Reuters, the department of state, the state of New York, nor any of its officers or employees shall be responsible for any loss or damage caused by the use of the information, material or data.
Court Records	Court & Dockets	ALL COURT DATABASES	By accessing the various court records made available to you through the Service, you acknowledge that this data will only be used for a lawful and appropriate use in the ordinary course and scope of your business or profession. The fact that an individual has been arrested, in and of itself, does not indicate that a violation of any law has occurred or that a crime has been committed. This data is provided for informational purposes only and it is not the official record. For copies of the official record (of an incarceration, conviction or court filing record) contact the source agency or court.
Court Records:	Court & Dockets	Arizona Court Records – Maricopa County Justice Courts, Maricopa County Superior Court, Pima County Consolidated Justice Court, Arizona Supreme Court	The above listed Courts in Arizona do not provide any warranties, express or implied, that the data provided is accurate, current, correct, or complete, nor do they make any representations regarding the identity of any persons whose names appear in the data. It is expressly understood that it is the responsibility of users to verify the data by personally comparing it with the official court records on file in the respective jurisdiction.
Court Records	Court & Dockets	Arkansas Court Records	The official custodian of all official court records for each court in Arkansas is the clerk of the court. The Arkansas Administrative Office of the Court (“AOC”) is not the official custodian of any case record and provides only copies of data entered or provided by clerks. Data provided through this service may not reflect pending or post-disposition activity on a case. The AOC does not warrant the accuracy of the data. To verify a record’s accuracy, contact the clerk of the court record.
Court Records	Court & Dockets	California Sex Offender Registry	Data from the California Sex Offender Registry may only be used to protect a person at risk and may not be used as the basis to take any adverse action against a person, including without limitation, using the data for purposes related to: (a) health insurance, (b) insurance, (c) loans, (d) credit, (e) employment, (f) education, scholarships, or fellowships, (g) housing or accommodations, or (h) benefits, privileges, or services provided by any business establishment.

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Court Records	Court & Dockets	California - Contra Costa Municipal Court	User understands and agrees that any computer programming is done by county as a courtesy to user to allow filing information data to be copied in the form desired by user, rather than the form maintained by county, and user further understands and agrees: A. that the filing information data is copied or derived from records maintained by county for county use and that the user's use of such data is completely incidental to the purpose of county use for which the data has been maintained. B. that the data has not been developed with the intent of use or benefit to anyone other than county and has not been maintained in a manner intended to be useable, accurate or beneficial for user's use. C. that it is quite possible that errors and omissions have occurred in any programming done by county to provide the data in the form desired by user, and user further understands and agrees that it is highly probable that errors and omissions will occur in any record keeping process, especially when large numbers of records are developed and maintained; notwithstanding, user agrees to take the records "as is", fully expecting that there may well be errors and omissions in the data obtained from county. D. that county makes absolutely no warranty whatsoever, whether expressed or implied, as to the accuracy, thoroughness, value, quality, validity, merchantability, suitability, condition, or fitness for a particular purpose of the data and any programming used to obtain the data in the form desired by user, nor as to whether the data is up-to-date, complete or based upon accurate or meaningful fact. E. that user hereby forever waives any and all rights, claims, causes of action or other recourse that it might otherwise have against county for any injury or damage of any type, whether direct, indirect, incidental, consequential or otherwise, resulting from any error or omission in such data or in any programming used to obtain the data in the form desired by user, or in any manner arising out of or related to this agreement or the data provided hereunder. User further agrees that it will provide no copy (or partial copy) of any filing information data to any other entity, business or individual without 1) disclosing that the copy (or partial copy) of the data is obtained from Contra Costa records and 2) including a complete copy of the above disclaimers A – E with the copy (or partial copy) of the record.
Court Records	Court & Dockets	Connecticut Department of Corrections	This data contains names and information on individuals who are sentenced or currently on pre-trial status and have not been convicted. This information is not to be used for the purposes of criminal background checks.
Court Records	Court & Dockets	Connecticut Judicial Branch Data	Data may not be used to allow, enable or otherwise support the transmission by e-mail, telephone or facsimile of mass, unsolicited, commercial advertising or solicitations to entities other than its own existing customers.
Court Records	Court & Dockets	Florida Court Records	Data received from the Manatee County Clerk of Circuit Court is for use in the ordinary course of business. This data is provided for informational purposes only and it is not the official record. For copies of the official record (of an incarceration, conviction or court filing record) contact the source agency or court.
Court Records	Court & Dockets	Idaho Sex Offender Registry	The information in the Idaho sex offender registry is provided only for the purpose of protecting the public. It is not to be used for the purpose of harassing or intimidating anyone. A person who uses registry information to commit a criminal act against another person is subject to arrest and prosecution under sections 18-8326 or 18-8413, Idaho Code.

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Court Records	Court & Dockets	Illinois Court Records (Circuit Court Cook County)	The Circuit Court Cook County does not warrant the accuracy, completeness, or currency of this data. This data is not and may not be represented as an official record of the Court or of the Clerk. The official court record may be found in the hard copy files held and maintained by the Clerk. The Clerk provides no warranties, express or implied, that the information or data is accurate, complete or correct. Please note that Cook County, IL Commissioners approved an amendment to the Cook County Code known as the "Just Housing Ordinance" that prohibits the denial of a tenant's application or continuing occupancy of residential real property based on criminal convictions. You are responsible for compliance with the Just Housing Ordinance, the data use restrictions set forth in your contract, and all other applicable laws.
Court Records	Court & Dockets	Indiana Court Records	The data or information provided is based on information obtained from Indiana Courts on the date(s) indicated in the Indiana State & Federal Dockets Scope Information screen. The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information. The user should verify the information by personally consulting the official record maintained by the court in question.
Court Records	Court & Dockets	Indiana Court Records Indiana Administrative Office of the Courts	The data or information provided is based on information obtained from Indiana Courts on the date(s) indicated in the IN State & Federal Dockets Scope Information screen. It is the user's responsibility to verify the information by personally consulting the official record maintained by the Indiana Court in question. Indiana Office of Judicial Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information
Court Records	Court & Dockets	Maine Sex Offender Registry	The Maine Sex Offender Registry Data may be used for public safety and community awareness purposes only.
Court Records	Court & Dockets	Nevada Sex Offender Registry	Data from the Nevada Sex Offender Registry may not be used as the basis to take any adverse action against a person, including without limitation, using the data for purposes related to: (a) insurance, including health insurance (b) loans, (c) credit, (d) employment, (e) education, scholarships or fellowships, (f) housing or accommodations, or (g) benefits, privileges or services provided by any business establishment.
Court Records	Court & Dockets	New Jersey Sex Offender Registry	Data from the New Jersey Sex Offender Registry may not be used as the basis to take any adverse action against a person, including without limitation, using the data for purposes related to: (a) health insurance, (b) insurance, (c) loans, (d) credit, (e) education, scholarships, or fellowships, (f) benefits, privileges, or services provided by any business establishment, unless for purposes of public safety, or (g) housing or accommodations.
Court Records	Court & Dockets	North Carolina Court Records	The official custodian of all official court records for each county in North Carolina is the clerk of superior court of that county. To verify a record's accuracy, contact the clerk of the court of record.
Court Records	Court & Dockets	North Carolina Court Records NC Administrative Office of the Courts	We are not affiliated with the judicial branch of the State of North Carolina or with the North Carolina Administrative Office of the Courts (NC AOC), and cannot provide a certified or other official record of any court proceeding. We are solely responsible for the content of this report. Questions or concerns about any content must be directed to us. The official custodian of all official court records for each county in North Carolina is the clerk of superior court of that county. The NC AOC is not the official custodian of any case record and provides only copies of data entered by the clerks. Data provided through this service may not reflect pending or post-disposition activity on a case. The NC AOC does not warrant the accuracy of the data. To verify a record's accuracy or to obtain an official copy of a record of any court proceeding, contact the clerk of the county of record.

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Court Records	Court & Dockets	North Dakota Court Records	The data or information provided is based on information obtained from the North Dakota district courts as of the last working day of the most recent month. The Court Administrator and the North Dakota Supreme Court: A. Do not warrant that the information is accurate or complete except for court purposes; B. Make no representations regarding the identity of any persons whose names appear in the records; and C. Deny liability for any damages resulting from the release or use of the data or information. The user should verify the information by personally consulting the official record reposing at the district court.
Court Records	Court & Dockets	Ohio Dept of Rehabilitaiton and Correction	The Ohio Department of Rehabilitation and Correction does not warrant the comprehensiveness, completeness, accuracy or adequacy for any particular use or purpose of the Ohio data and expressly disclaims all warranties express or implied as to any matter whatsoever. The Ohio Department of Rehabilitation and Correction will not be responsible for any loss or damage caused by the use of the Ohio data.
Court Records	Court & Dockets	Oregon Court Records	The data or information provided is not the official records of the court. Data provided may not reflect the most current disposition activity. Users should verify the data and information by consulting the official court record maintained by the court in question. The official custodian of all official circuit and appellate court records in Oregon is the clerk or court administrator of the respective circuit and appellate court. The official court records are the OECl and ACMS data repository systems themselves.
Court Records	Court & Dockets	Pennsylvania Court Records	Electronic case record information received from the Commonwealth of Pennsylvania is not an official case record; official case records are maintained by the court in which the record was filed. The data or information provided is based upon information received by the Administrative Office of Pennsylvania Courts ("AOPC"). AOPC makes no representation as to the accuracy, completeness or utility, for any general or specific purpose, of the information provided and as such, assumes no liability for inaccurate or delayed data, errors or omissions. Use of this information is at your own risk. AOPC makes no representations regarding the identity of any persons whose names appear in the records. Use should verify that the information is accurate and current by personally consulting the official record reposing in the court wherein the record is maintained.
Court Records	Court & Dockets	Utah Court Records	The data provided is based on data obtained from the Utah Administrative Office of the Courts. Neither the Administrative Office of the Courts, nor any other courts of the State of Utah provide any warranties, express or implied, that the data provided is accurate, current, correct, or complete, nor do they make any representations regarding the identity of any persons whose names appear in the data. It is expressly understood that it is the responsibility of users to verify the data by personally comparing it with the official court records on file with the court of origin.
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Divorce	Divorce	Divorce Records	See "Court Records" Above
Docket/Docket Records	--	Connecticut Docket Data	See "Court Records" Above
Docket/Docket Records	--	Washington Docket Data	See "Court Records" Above
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Marriage	Marriage	Marriage Records	See "Court Records" Above
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CLEAR Database Name	Westlaw Database Name	Content Description	Disclaimer & Legal Terms
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Sex Offender	--	Sex Offender Records	See "Court Records" Above
State Death Records	State Death Records	State Death Records - ALL	This data is provided for research purposes only and it is not the official record. Certified copies can only be obtained from the official source.

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Traffic Citations	Infractions		See "Court Records" Above
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Unclaimed Assets	Unclaimed Assets		See "Court Records" Above
Vehicle & Traffic	--		See "Court Records" Above

CLEAR Database Name	Westlaw Database Name	Content Description	Disclaimer & Legal Terms
Vehicle Registrations	Motor Vehicles		Your use of this data may be subject to privacy restrictions imposed by Driver's Privacy Protection Act ("DPPA") and state law. If you access motor vehicle, driver's license, state boat, or similar data, you will be required to acknowledge compliance with the law and to choose among "permissible uses" for the data. Thomson Reuters will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements. This data may not be used for such direct marketing activities as direct mail and telemarketing. Furthermore, this data cannot be used (1) by any law enforcement agency for traffic violation applications, (2) any toll road application, (3) in any automated system which detects traffic violations or identifies traffic violators or the vehicles involved, (4) for providing motor vehicle history reports, or (5) for providing motor vehicle statistical reports except in matters of litigation or associated investigations. This data cannot be used for any of the following services, or in connection with: motor vehicle manufacturers; matters of motor vehicle warranty, product alterations, recalls, advisories, customer surveys or research or performance monitoring of motor vehicles or dealers, law enforcement for traffic violation applications; toll road applications; any automated system that detects traffic violations or identifies traffic violators or the vehicles involved; for providing motor vehicle history reports; for providing motor vehicle statistical reports except in matters of litigation or associated investigations.
Voter Registrations	Voter Registrations		Voter registration data may not be used as the basis for commercial or charitable solicitation of any kind. This includes the mailing or delivering any advertisement of offer for any property, establishment, organization, product or service or for the purpose of mailing or delivering any solicitation for money, services, or anything of value. By accessing this data you acknowledge that access to certain data available through the Service, including voter registration data is regulated by state or federal laws. You agree not to access such data for any purpose that is not allowed by any applicable state or federal laws or regulations, or that is contrary to your Subscription Agreement. Thomson Reuters will store information from each search, including the password entered, permissible use indicated, date of search and search, as required to comply with statutory and contractual requirements. Voter data from Kansas may only be used for political campaign or election purposes.
Warrant Record	--		See "Court Records" Above
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THOMSON REUTERS DATA SECURITY ADDENDUM

This Data Security Addendum (the “**Addendum**”) amends the Agreement between Thomson Reuters and Customer and sets out the obligations of both parties regarding the security of Your Data in connection with the Agreement. In the event of a conflict between the terms and conditions of this Addendum and the Agreement, the terms and conditions of this Addendum will take precedence only with respect to the security of Your Data. Customer will be the same as “Customer”, “Client”, or “you”; and Thomson Reuters will mean the same as “us”, “we”, “TR” or “Thomson Reuters”, as the terms may be used in the Agreement.

1. INFORMATION SECURITY PROGRAM

- 1.1 Thomson Reuters will maintain an information security program that adopts the International Organization for Standardization (ISO/IEC 27002:2013) and/or the National Institute of Standards and Technology Cybersecurity Framework (NIST CSF). The program will include, but is not limited to, the following components:
 - (i) Information security policy framework;
 - (ii) Program documentation;
 - (iii) Auditable controls;
 - (iv) Compliance records; and
 - (v) Appointed security officer and information security personnel.
- 1.2 Thomson Reuters will establish and maintain information security policies designed to protect the confidentiality and integrity of Your Data hosted in the Services, which will include the following:
 - (i) Policies to restrict access to Your Data only to authorized Thomson Reuters personnel and subcontractors;
 - (ii) Policies requiring the use of user IDs, passwords, and multi-factor authentication to access Your Data;
 - (iii) Policies requiring connections to the internet to have commercially reasonable controls to help detect and terminate unauthorized activity prior to the firewall maintained by Thomson Reuters;
 - (iv) Policies requiring performance of periodic vulnerability assessments;
 - (v) Policies for the use of anti-malware and patch management controls to help protect against virus or malware infection and exploitation of security vulnerabilities; and
 - (vi) Policies and standards for the use of auditable controls that record and monitor activity.
- 1.3 Thomson Reuters will train and communicate to Thomson Reuters personnel its defined information security principles and information security policies and standards in accordance with the following:
 - (i) Applicable Thomson Reuters personnel will be required to take training, both at hire and on a regular basis, in information security practices and the correct use of

information processing facilities to minimize possible security threats;

- (ii) Applicable Thomson Reuters personnel will be instructed to report any observed or suspected threats, vulnerabilities, or incidents to our Security Operations Center; and
 - (iii) Thomson Reuters information security personnel will be made aware of reported information security threats and concerns and will support the Thomson Reuters information security policy in the course of their normal work.
- 1.4 Thomson Reuters will be responsible for its personnel's compliance with the terms of the Agreement and with Thomson Reuters standard policies and procedures. Thomson Reuters will maintain a disciplinary process to address any unauthorized access, use, or disclosure of Your Data by any Thomson Reuters personnel.
- 1.5 Thomson Reuters will maintain a formal plan for incident response to promptly respond to suspected or confirmed breaches of Your Data in accordance with regulatory and legal obligations.
- 1.6 Thomson Reuters policy with respect to user IDs and passwords for Thomson Reuters personnel accessing Thomson Reuters systems includes, but is not limited to, the following components:
- (i) Each user has a unique account identifier or user ID;
 - (ii) Each user ID or account is assigned a password;
 - (iii) User IDs are added, modified, and deleted in accordance with Thomson Reuters-approved account management processes;
 - (iv) Verification of user identity before password resets;
 - (v) Passwords must conform to defined criteria that included length, complexity requirements and limitations on reuse;
 - (vi) User IDs, passwords and tokens are not shared or used by anyone other than the user to whom it was assigned;
 - (vii) Temporary or default passwords are set to unique values and changed after first use;
 - (viii) User ID password changes are required at least every ninety (90) days;
 - (ix) Failed and repeated access attempts are locked for a reasonable and appropriate duration;
 - (x) Idle sessions are locked after a commercially reasonable period of time; and
 - (xi) User IDs are disabled after personnel termination.

2. DATA SECURITY CONTROLS

2.1 Application Strategy, Design, and Acquisition.

- (i) Thomson Reuters will inventory applicable applications and network components and assess their business criticality.

- (ii) Thomson Reuters will review critical applications regularly to ensure compliance with industry and commercially reasonable security standards.

2.2 Anti-Virus and Anti-Malware.

- (i) Thomson Reuters will implement and configure industry standard anti-virus and anti-malware software on systems holding or processing Your Data for regular signature updates.
- (ii) Thomson Reuters will implement threat management capabilities designed to protect systems holding or processing Your Data.

2.3 Network Security.

- (i) Thomson Reuters will configure network devices (including routers and switches) according to approved lockdown standards.
- (ii) Thomson Reuters will segregate the data center networks into separate logical domains with the network security controls approved by its security personnel.

2.4 Web and Application Security.

- (i) Thomson Reuters will maintain commercially reasonable security measures for internet-accessible applications, including:
 - a. Implementing processes for developing secure applications;
 - b. Performing pre-deployment and ongoing security assessments of internet-accessible applications;
 - c. Developing internet-accessible applications based on secure coding guidelines such as those found in the Open Web Application Security Project (OWASP) Development Guide; and
 - d. Validating the input, internal processing, and output of data in internet-accessible application(s).
- (ii) Thomson Reuters will implement a change management process for documenting and executing operational changes in Services.

2.5 Compliance.

- (i) Thomson Reuters will establish and adhere to policies that comply with laws and regulations that are applicable to Thomson Reuters and its provision of Services. Thomson Reuters does not determine whether Your Data includes information subject to any specific law or regulation and compliance with any such law or regulation is the sole responsibility of the Customer.
- (ii) To the extent legally permitted, Thomson Reuters will endeavor to notify Customer promptly after Thomson Reuters receives correspondence or a complaint from a government or regulatory official or agency related to the security of Your Data. For purposes of the foregoing, a correspondence or complaint excludes normal customer service correspondence or inquiries.

2.6 Physical and Environmental Security.

Thomson Reuters Services will be housed in secure facilities protected by a secure

perimeter, with generally accepted industry standard security barriers and entry controls for providers of similar services, including:

- (i) Such Thomson Reuters facilities will be physically protected from unauthorized access, damage, and interference;
- (ii) Access to such facilities will be logged and logs will be maintained;
- (iii) Procedures will be maintained for visitors and guests accessing such Thomson Reuters facilities; and
- (iv) Thomson Reuters will employ physical safeguards designed to protect Thomson Reuters Services systems from security threats and environmental hazards.

2.7 Security Testing and Patching.

- (i) Thomson Reuters will perform security testing for common security coding errors and vulnerabilities against systems holding or processing Your Data in line with generally accepted industry standards.
- (ii) Thomson Reuters will regularly scan systems holding or processing Your Data for security vulnerabilities.
- (iii) Thomson Reuters will follow a commercially reasonable and industry standard security patching process.

2.8 Exchange, Transfer, and Storage of Information.

- (i) Thomson Reuters shall ensure that all account usernames and authentication credentials are stored and transmitted across networks and protected with a minimum of 128 AES encryption. Thomson Reuters shall not store user credentials in clear text under any circumstances. Your Data shall be encrypted at a minimum of 256 AES when in transit and at rest. Thomson Reuters will also use encryption for Your Data being transmitted across the public Internet or wirelessly, and as otherwise required by applicable laws. Thomson Reuters will hold such encryption keys in the strictest of confidence and limit access to only named individuals with a need to have access.
- (ii) Your Data will not be stored or transported on a laptop or any other mobile device or storage media, including USB, DVDs, or CDs, unless encrypted using a commercially reasonable encryption methodology. All electronic data transfers of Your Data by Thomson Reuters will be transmitted via SFTP or other commercially reasonable encrypted form.

2.9 Penetration Testing, Monitoring, Vulnerabilities.

- (i) Thomson Reuters or an appointed third party may periodically perform penetration testing on the Thomson Reuters systems supporting the Services. Upon written request, Thomson Reuters shall make available to Customer a summary on the outcome of such relevant penetration testing or an executive summary of the penetration testing results.
- (ii) Thomson Reuters will monitor the relevant Thomson Reuters information systems for security threats, misconfigured systems, and vulnerabilities on an ongoing basis.

- (iii) Thomson Reuters will classify any vulnerability findings identified as emergency, critical, high, medium, or low in accordance with generally accepted industry standards for providers of similar services, and in accordance with Thomson Reuters risk assessment policies. Although the actual timeframe needed to affect such remediation will depend on the nature of the finding, Thomson Reuters will undertake commercially reasonable efforts to correct vulnerabilities according to the following timeframes:

Vulnerability Classification	Definition	Remediation Goal
Emergency	A vulnerability that has a high probability of being widely exploited in a manner disruptive to normal business operations	Begin deployment of patches and mitigations promptly, without undue delay, and complete remediation activities within seven (7) days
Critical	A vulnerability that has a high probability of being exploited that could result in broad exposure of confidential information or disruption of service, but the nature of the vulnerability does not reach the level of an “emergency” risk	Without undue delay and in any event within thirty (30) days
High Risk	A vulnerability that has a reasonably high probability of being exercised that could allow broad exposure or compromise of confidential information or disruption of service.	Without undue delay and in any event within sixty (60) days
Medium Risk	A vulnerability that has a medium probability of being exercised.	Without undue delay and in any event within ninety (90) days
Low Risk	A vulnerability that has a low probability of being exercised.	Best efforts to address vulnerability in accordance with Thomson Reuters risk management policies. Depending on the scope of the vulnerability, correction may be addressed in the next scheduled update.

2.10 Personnel Access. Thomson Reuters will implement controls designed to manage its personnel’s access to systems supporting the Services to be granted on a need-to-know basis consistent with assigned job responsibilities, which may include the use of role-based

access controls to help ensure appropriate access rights, permissions, and segregation of duties.

- 2.11 Segregation of Data. Thomson Reuters agrees that Your Data hosted within the Services in a production environment is maintained so as to preserve logical segregation of Your Data from data of others.
- 2.12 Data Removal, Deletion and Destruction. If not otherwise set forth in the applicable Agreement, upon conclusion or termination of the Services at the written request of the Customer, Thomson Reuters will securely destroy and, upon request, confirm the destruction of all copies of Your Data in any electronic or non-electronic form, except (i) for backup or archival copies kept in the normal course of business, including as part of a defined data retention program; or (ii) to the extent necessary to comply with applicable law and regulations.
- 2.13 Adjustment of Data Security Controls. Thomson Reuters will evaluate and may adjust its data security controls in light of: (i) the results of the testing monitoring; (ii) any material changes to Thomson Reuters operations or business arrangements; (iii) the results of risk assessments performed; or (iv) any other circumstances that Thomson Reuters knows or has reason to know may have a material impact on its data security controls.

3. SECURITY QUESTIONNAIRES AND ASSESSMENTS

- 3.1 No more than once per calendar year, Customer may request Thomson Reuters in writing to complete an information security questionnaire, or by way of a secure portal, be provided with a pre-populated security questionnaire in an industry recognized format. Thomson Reuters agrees to respond to such questionnaire as soon as commercially reasonable. Customers who purchase multiple products under one or more agreements will coordinate requests into a single questionnaire per calendar year. You agree that the information contained in such responses are the proprietary and confidential information of Thomson Reuters.
- 3.2 To the extent Thomson Reuters performs and makes available to customers an independent third-party assessment or certification with respect to that service (e.g., ISO 27001, SOC 2), upon Customer's request, Customer may review an available executive summary of the results of such security assessments for the Services containing Your Data. You agree that the information contained in such assessment, certification, or executive summary are the proprietary and confidential information of Thomson Reuters.

4. NOTIFICATION OF SECURITY BREACH

- 4.1 Thomson Reuters will, without undue delay but in any event within seventy-two (72) hours of discovery, notify Customer of a Security Breach. Thomson Reuters agrees that it will not inform any third party of any Security Breach naming you without first obtaining Customer's prior written consent, unless if (i) required by applicable law or regulation; or (ii) such disclosure is in furtherance of a Thomson Reuters security breach investigation or the execution of its response plan.
- 4.2 In the event of any such Security Breach, Thomson Reuters will take commercially reasonable measures and actions to remedy or mitigate the effects of the Security Breach and will perform a root cause analysis to identify the cause of such Security Breach.

- 4.3 Upon Customer's reasonable request, Thomson Reuters may provide documentation related to such Security Breach, including, to the extent known, a summary of the cause of such Security Breach and steps taken to remedy the Security Breach and to prevent a reoccurrence. Thomson Reuters will reasonably cooperate with Customer in seeking injunctive or other equitable relief against any third party deemed responsible or complicit in the Security Breach.
- 4.4 If legally permitted, in the event of a Security Breach, Thomson Reuters agrees to reasonably cooperate with Customer with protecting its rights relating to the use, disclosure, protection, and maintenance of Your Data.

5. BUSINESS CONTINUITY AND DISASTER RECOVERY

Thomson Reuters will, at all times while this Agreement is in effect, maintain a Business Continuity and Disaster Recovery Plan. Thomson Reuters will perform periodic testing of its Business Continuity and Disaster Recovery Plan to confirm its effectiveness. Upon Customer request, Thomson Reuters will provide a high-level report about the outcome of its latest Business Continuity and Disaster Recovery Plan test.

6. SERVICES RESILIENCE

- 6.1 Thomson Reuters will use commercially reasonable efforts to restore the Services by having offline backups of application data, infrastructure components and configuration settings.
- 6.2 Thomson Reuters will use commercially reasonable efforts to protect Services that host or process Your Data against denial-of-service attacks by implementing denial-of-service mitigation solutions.

7. SHARED SECURITY OBLIGATIONS

You agree that you are responsible for all transactions that occur on your account and that it is your responsibility to ensure that you and your users use unique usernames and strong passwords for each account used to access the Services. You agree that you and your users must hold in confidence all usernames and passwords used for accessing the Services, and each user must immediately change their username/password combinations that have been acquired by or disclosed to an unauthorized third party. You also agree to enroll and require your personnel and other users to enroll in multi-factor authentication ("MFA") where made available to you, and you are responsible for all transactions and other activity that would have been prevented by the proper use of MFA. Additionally, you will notify Thomson Reuters if you become aware of any unauthorized third-party access to Thomson Reuters data or systems and will use reasonable efforts to remedy identified security threats and vulnerabilities to your systems.

8. BACKGROUND CHECKS

Employment background checks serve as an important part of Thomson Reuters selection process. Verifying background information validates a candidate's overall employability or an employee's suitability for a particular assignment. Depending on the country and position at issue, to the extent as is customary and permitted by law, all Thomson Reuters

background checks may include identification verification, prior employment verification, criminal background information, global terror/sanctions checks and education verification. Thomson Reuters agrees to use qualified information security personnel to perform data security services.

9. DEFINITIONS

- (i) **“Agreement”** means the underlying agreement between Thomson Reuters and Customer for the provision of Services that references and incorporates this Addendum.
- (ii) **“Business Continuity and Disaster Recovery Plan”** means a business continuity, contingency and disaster recovery activation plan to minimize disruption in and reinstate the operation of the use of the Services by you due to a disaster or similar event.
- (iii) **“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.
- (iv) **“Professional Services”** means the implementation, customization, training, consulting or other professional services we provide, as may be described in the applicable Agreement.
- (v) **“Property”** means our property, which includes, but is not limited to, our products, Services, information, Documentation, data (whether tangible or intangible) and Usage Information.
- (vi) **“Security Breach”** means a confirmed breach of security that results in the unauthorized destruction, loss, alteration, disclosure of, or access to Your Data where such breach of security is likely to result in a significant risk of harm to you or your Data Subject(s) or where Thomson Reuters is required by applicable data protection law to notify you thereof.
- (vii) **“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 that are detailed in the applicable Agreement.
- (viii) **“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.
- (ix) **“Your Data”** means 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. For clarity, Your Data does not include any information belonging to Thomson Reuters or its licensors, including without limitation: any content provided by Thomson Reuters as part of the Services, authentication and security information, billing and customer relationship information, marketing information, and Usage Information.

Document 3

THOMSON REUTERS DATA PROCESSING **ADDENDUM**

Version 3

Effective 1, February 2025

This DPA shall be effective for all contracts and renewals entered into on or after February 1, 2025.
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This Data Processing Addendum (“**DPA**”) is incorporated into the Agreement between Thomson Reuters and Customer and sets out the obligations of both parties with respect to the Processing of Customer Personal Data in connection with the Agreement. Unless otherwise defined herein, any capitalized terms shall have the meanings given to them in the Agreement or in Applicable Data Protection Law.

1. DEFINED TERMS. The following terms shall have the following meanings in this DPA:

- 1.1. “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity;
- 1.2. “**Agreement**” means the underlying agreement between Thomson Reuters and Customer for the provision of the Services that references and incorporates this DPA;
- 1.3. “**Applicable Data Protection Law**” means data privacy and cybersecurity laws to the extent applicable to the relevant party’s Processing of Customer Personal Data, which may include: (a) the General Data Protection Regulation (Regulation (EU) 2016/679) (and any national implementing laws, regulations and secondary legislation, as amended, updated or replaced from time to time); and/or (b) the California Consumer Privacy Act of 2018 as set forth in Cal. Civ. Code § 1798.100 et seq. (and as amended by the California Privacy Rights Act of 2020, together with the regulations promulgated pursuant thereto), in each case as amended from time to time;
- 1.4. “**Authorized Affiliate**” means any of Customer’s Affiliate(s) which (a) is subject to Applicable Data Protection Law, and (b) is permitted to use the Services pursuant to the Agreement between Customer and Thomson Reuters, but has not signed its own Agreement or Order Form with Thomson Reuters and is, therefore, not a “Customer” as defined under this DPA;
- 1.5. “**Customer**” means the legal entity which has directly entered into the Agreement for Services with Thomson Reuters or its Affiliates;
- 1.6. “**Customer Personal Data**” means the Personal Data that Customer or its Authorized Affiliate provides under the Agreement for Thomson Reuters to Process on behalf of Customer in connection with the Services. Customer Personal Data does not include information that is (i) deidentified, anonymized, aggregated, publicly available information, or business contact data (unless the Applicable Data Protection Law otherwise considers such information as Personal Data), (ii) Usage Statistics; or (iii) any information that the

Applicable Data Protection Law specifically states does not constitute Personal Data;

- 1.7. **“Data Security Addendum”** means either (a) the Thomson Reuters Data Security Addendum set forth at tr.com/trdsa, or (b) if applicable, a negotiated data security addendum that is incorporated into the Agreement by the parties, in each case as it may now or hereafter be amended;
- 1.8. **“Data Privacy Framework”** or **“DPF”** means the EU-U.S. Data Privacy Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. Data Privacy Framework (UK Extension to the EU-U.S. DPF), and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF) developed to facilitate transatlantic commerce by providing reliable mechanisms for personal data transfers to the United States from the European Union and European Economic Area, the United Kingdom (and Gibraltar), and Switzerland that are consistent with EU, UK, and Swiss law;
- 1.9. **“DPF Principles”** means the binding set of requirements that govern DPF-participating organizations’ use and treatment of Personal Data received from the EU/UK or Switzerland under, respectively, the EU-U.S. Data Privacy Framework Principles (which apply to the EU- U.S. DPF and the UK Extension to the EU-U.S. DPF) and the Swiss-U.S. Data Privacy Framework Principles (which apply to the Swiss-U.S. DPF);
- 1.10. **“Security Breach”** shall have the meaning ascribed to it in the Data Security Addendum;
- 1.11. **“Services”** means the products or services provided by Thomson Reuters to Customer pursuant to the Agreement;
- 1.12. **“Standard Contractual Clauses”** means those model clauses approved pursuant to Applicable Data Protection Law that legitimizes the transfer of Personal Data across borders, including the Standard Contractual Clauses approved by the European Commission which can be found [here](#);
- 1.13. **“Subprocessor”** means a subcontractor used by Thomson Reuters to provide Services, where such subcontractor Processes Customer Personal Data;
- 1.14. **“Thomson Reuters”** means the named Thomson Reuters entity that has entered into the Agreement for Services with Customer;
- 1.15. **“Transfer”** means the international transfer of Customer Personal Data;
- 1.16. **“Usage Statistics”** means information that is generated by or on behalf of Thomson Reuters and is derived by or through the use of the Services; and
- 1.17. **“Controller”** also referred to as **“Business”**, **“Processor”** also referred to as **“Service Provider”**, **“Data Subject”** also referred to as **“Consumer”**, **“Personal Data”** also referred to as **“Personal Information”**, **“Process”** or **“Processing”**, and **“Sell”** or **“Selling”** (or any of their analogous terms) shall all have the meanings set out in the relevant Applicable Data Protection Law.

2. PROCESSING OF CUSTOMER PERSONAL DATA AND PARTIES’ OBLIGATIONS.

- 2.1. **Compliance with Laws.** Each party agrees to comply with its own obligations under Applicable Data Protection Laws.
- 2.2. **Parties’ Obligations.** With respect to the Processing of Customer Personal Data in

connection with the Services, the parties agree that:

- 2.2.1. Customer is the Controller of Customer Personal Data and, consequently, Thomson Reuters is a Processor thereof, in which the parties agree that the Customer Personal Data is being disclosed to Thomson Reuters only for such limited and specified purposes as described in Customer's instructions, including the purpose of Processing and Processing activities as set forth in the Agreement;
- 2.2.2. Each party will (i) inform the other if, in its reasonable opinion, an instruction infringes on its own obligations under Applicable Data Protection Law or other laws and (ii) upon reasonable request, provide assistance required under Applicable Data Protection Law with respect to data protection impact assessments, consulting with relevant data protection authorities, and/or making available relevant information necessary to demonstrate compliance with Applicable Data Protection Law;
- 2.2.3. Without limiting Section 2.1, Customer represents and warrants that it has obtained all consents for and rights to, and has provided all necessary notices to Data Subjects with respect to, the Customer Personal Data as required for the same to be Processed as contemplated by the Agreement; and
- 2.2.4. Except as required under Applicable Data Protection Law, Customer acknowledges and agrees that Thomson Reuters is under no duty to independently collect consent from or provide notice to any Data Subjects or to investigate the completeness, accuracy, or sufficiency of any specific Customer instruction or Customer Personal Data.

3. OBLIGATIONS OF THOMSON REUTERS. Thomson Reuters will take steps to ensure that:

- 3.1. **Limitations on Processing.** It only Processes the Customer Personal Data hereunder in alignment with Customer's instructions, including those set forth in the Agreement;
- 3.2. **Personnel.** Its personnel (including staff, agents, and Subprocessors) who handle Customer Personal Data are subject to a duty of confidentiality;
- 3.3. **Security.** It maintains and implements appropriate technical and organisational measures designed to protect Customer Personal Data against unauthorized destruction, loss, alteration, disclosure thereof, or access thereto. The parties agree that the security measures set forth on the Data Security Addendum are in scope and fulfill the obligations of this Section;
- 3.4. **Access Requests.** It will provide reasonable cooperation to Customer or a Data Subject to fulfil a Data Subject's request to access, correct, delete, or cease processing of Personal Data. To the extent Thomson Reuters receives a request, correspondence, enquiry, or complaint from a regulator that directly relates to Customer Personal Data, then (to the extent permissible) it will promptly refer the same to Customer for handling;
- 3.5. **Breach Notification.** It will report a Security Breach as required and in accordance with Section 4 of the Data Security Addendum, including that, to the extent known, it shall provide relevant information and reasonable cooperation so that Customer can fulfil its own obligations as Controller. The obligations herein shall not apply to incidents that are caused by Customer or Customer's users;
- 3.6. **Deletion and Retention.** Upon request, it will delete the Customer Personal Data in its (or its Subprocessors') possession, except to the extent that Thomson Reuters is required to retain

such data by law or its data retention policies (in which case Thomson Reuters shall isolate and protect such Customer Personal Data from further active Processing except to the extent required by law);

- 3.7. **Subprocessors.** It will impose written data protection terms on any Subprocessor that are no less restrictive than the terms of this DPA; remain primarily liable for acts or omissions of its Subprocessor in the same manner as for its own acts or omissions under the Agreement, in which Customer hereby (a) provides its general authorization for Thomson Reuters to engage Subprocessors to carry out its obligations under the Agreement; and (b) agrees that Thomson Reuters does not provide tailor-made services and, therefore, the Services and related Personal Data protection solutions and operations, including engagement of any Subprocessor by Thomson Reuters, are offered “as is”;

3.7.1. **Updates and Objection.** Thomson Reuters’ Subprocessors, and updates thereof, can be found on its webpages [here](#) or in other notices provided from time to time. Thomson Reuters will provide Customer the opportunity to reasonably object to the appointment or replacement of a Subprocessor. To the extent reasonable, Thomson Reuters will either give Customer an opportunity to pay for the Service without use of the objectionable Subprocessor or terminate, subject to the terms of the Agreement, the specific Service(s) affected by the Subprocessor at issue; and

- 3.8. **Audits.** It will allow for and contribute to audits conducted by Customer or an external auditor selected by Customer in accordance with Section 3 of the Data Security Addendum. At Customer’s expense and to the extent a more extensive audit is granted by Thomson Reuters, then the parties agree to negotiate, in good faith, a statement of work that outlines the scope and time frames of the audit.

4. DATA TRANSFERS.

- 4.1. **General.** Customer (or its agents) or Thomson Reuters will only Transfer (including any onward Transfers) Customer Personal Data as permitted by Applicable Data Protection Law.

- 4.2. **Transfers of European Personal Data.** To the extent Customer and/or Thomson Reuters participate in a Data Privacy Framework (DPF) and such party’s participation governs the relevant Transfers of Personal Data pursuant to the Agreement, then the parties shall comply with each of their respective requirements of the Data Privacy Framework, including the DPF Principles. If, under Applicable Data Protection Laws in the relevant jurisdiction, the Data Privacy Framework does not cover the relevant Transfers and/or the relevant

DPF is invalidated, the parties agree that the terms of the EU [Standard Contractual Clauses](#), the UK [Addendum](#), or [UK International Data Transfer Agreement](#) shall apply to any Transfers of Personal Data governed by GDPR (or by the Applicable Laws of a jurisdiction other than the EU/EEA where such laws expressly recognize the GDPR Standard Contractual Clauses as a mechanism to legitimize the Transfer of Personal Data) and/or the UK GDPR, respectively, to a country that has not received an adequacy decision, provided that Customer shall first perform a transfer impact assessment and implement any required additional safeguards prior to transferring the Personal Data.

- 4.3. **Other Data Transfers.** If Applicable Data Protection Law requires the participation of Thomson Reuters to legitimize the Transfer, such as the execution of Standard Contractual Clauses, then Customer shall notify Thomson Reuters and the parties will cooperate in good faith to implement the required transfer mechanism.

5. **GENERAL.** All other terms and conditions of the Agreement remain in full force and effect. In the event of any inconsistencies between this DPA and the Agreement, this DPA shall prevail as

it relates to the Processing of Customer Personal Data only. In the event of any inconsistencies between this DPA and Applicable Data Protection Law, the relevant Applicable Data Protection Law shall prevail but only to the extent that it governs the Processing of Customer Personal Data.

Version History

Prior Version	Effective Date
www.tr.com/trdpa-jan-3-2023	January 3, 2023
www.tr.com/trdpa-june-7-2021	June 7, 2021



Westlaw Advantage

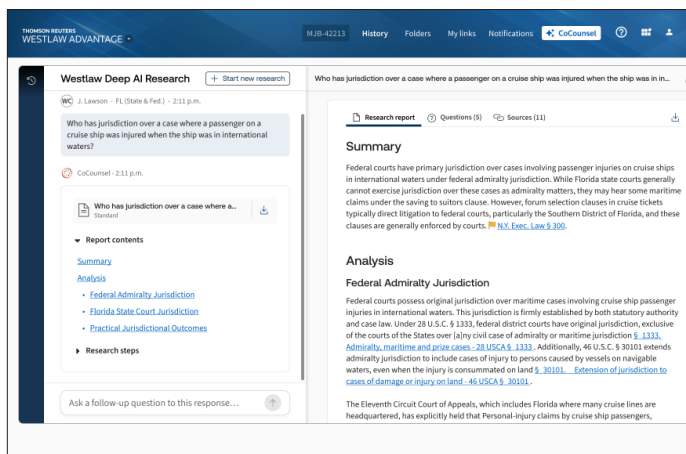
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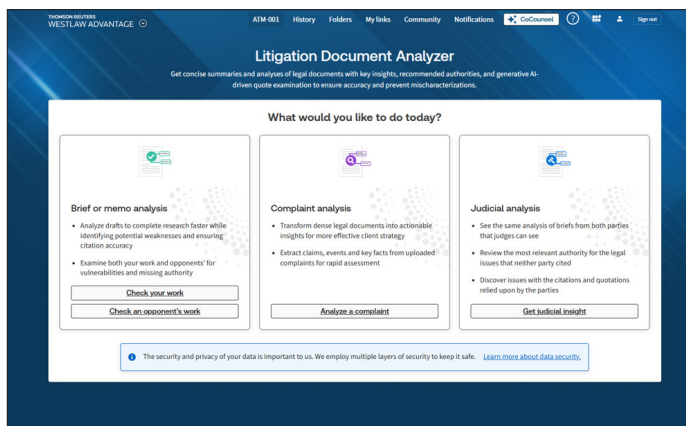
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Comprehensive mischaracterization detection

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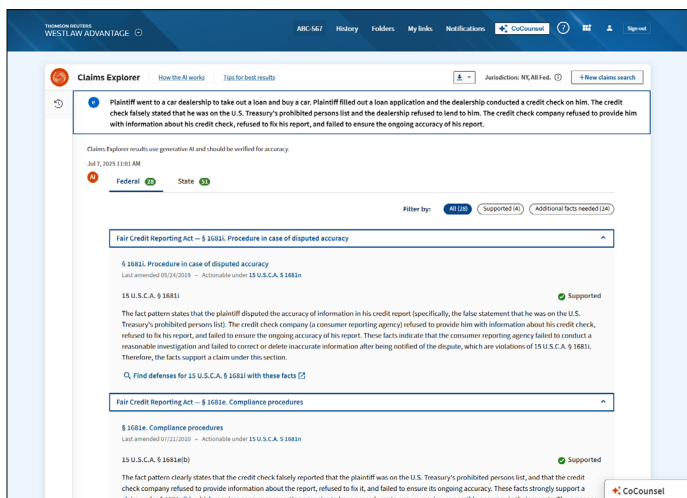
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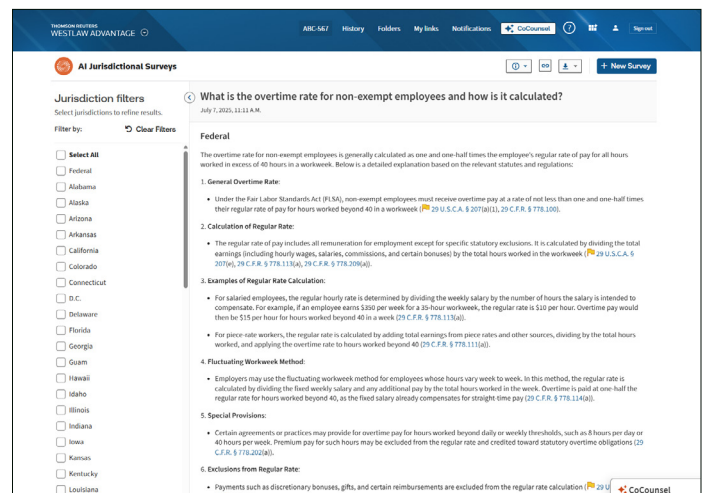


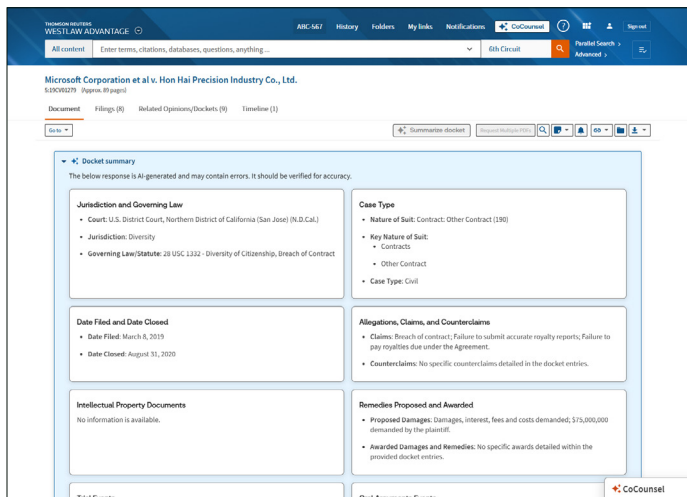
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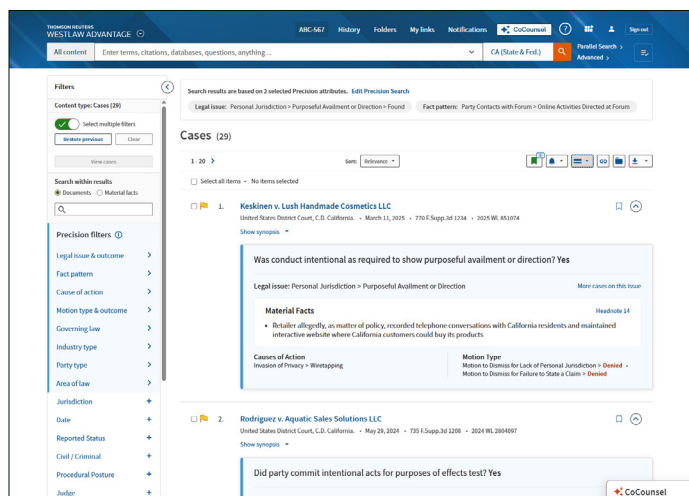


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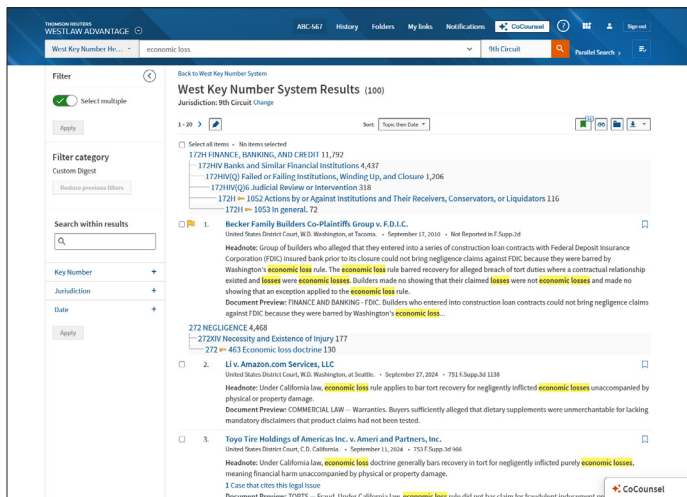
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- **KeyCite Cited With:** View cases that are frequently cited together, even if neither cites the other making it easier to find connections between cases and identify changes in how the law has developed.
- **KeyCite Overruled in Part:** Easily identify the specific part of a case that has been invalidated so that other valid points of law aren't overlooked.
- **KeyCite Overruling Risk:** Know when a point of law in your case has been implicitly undermined based on its reliance on an overruled or otherwise invalid prior decision.



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Order Form

Order ID: Q-11801124

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

Sold To Account Address

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VALLEY CITY
CARL MARTINECK
254 2ND AVE NE
VALLEY CITY ND 58072-3008 US

Shipping Address

Account #: 1005947225
VALLEY CITY
CARL MARTINECK
254 2ND AVE NE
VALLEY CITY ND 58072-3008 US

Billing Address

Account #: 1005947225
VALLEY CITY
CARL MARTINECK
254 2ND AVE NE
VALLEY CITY, ND 58072-3008
US

"Customer"

This Order Form is a legal document between Customer and

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

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

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

The Order Form is subject to and governed by the North Dakota Contract Number 215.

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: <http://tr.com/federal-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (<http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$695.00	60

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$653.82	5

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above and will be in addition to the Monthly Charges and Minimum Term outlined above. At the end of the Bridge Term, your Monthly Charges and the Minimum term will begin on the first full calendar month following the Bridge Term as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged. For purposes of clarification, your total Term will be the Bridge Term plus the Minimum Term.

Minimum Terms

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 plus any Bridge Term that may be outlined 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 Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term for successive 12-month renewal terms (each, an "Automatic Renewal Term"), unless either party provides written notice of its intent to not renew at least 30 days prior to the beginning of an Automatic Renewal Term. We will notify you of any change in the Annual Charges at least 60 days before each Automatic Renewal Term begins. Submit your notice of nonrenewal to: <https://www.thomsonreuters.com/en-us/help/account-management/legal/orders/request-a-subscription-cancellation.html> or via postal mail to Customer Service, 2900 Ames Crossing Rd, Eagan, MN 55121.

For Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time 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 to the market rate for all of your attorneys.

Miscellaneous

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, we will 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.

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

Excluded Charges And Schedule A Rates. 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 in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf>
<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

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.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Contract Express, CLEAR Investigate, Westlaw Advantage; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium; HighQ), listed on this order form, and are incorporated into this order form by reference: <https://www.tr.com/legal-services-ai-terms>.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: <http://tr.com/cocounselcore-and-drafting-product-specific-terms>.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: <http://tr.com/federal-product-specific-terms>

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 <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply.

- Campus Research
- 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

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst>.

Additional clauses applicable to: Westlaw Advantage, Practical Law Dynamic Tool Set, CoCounsel Essentials, Westlaw Advantage with CoCounsel Essentials, Practical Law with Dynamic Tool Set with CoCounsel Essentials, CoCounsel Legal

Additional Features and Functionality: During the term of this Agreement, Thomson Reuters may in its sole discretion issue updates, upgrades, patches, enhancements, or improvements that it makes generally available to its customers at no additional charges (collectively "Upgrades") which may be subject to usage limits. For the avoidance of doubt, Upgrades do not include (i) new services that are developed or acquired by Thomson Reuters or (ii) services or functionalities for which there are royalty requirements or licensing restrictions. Where your Service includes Westlaw Advantage and/or Practical Law Dynamic Tool Set, these Upgrades do not include access to additional or new content sets beyond those you have subscribed to as part of the Service.

Usage Limits: TR may, acting reasonably, at any time during the Term, impose or modify usage limits on any LLM Feature upon 60 days' prior written notice to Customer. "LLM Feature" means any functionality of the Service that uses a large language model (LLM) whether the LLM is the whole or part of the Service.

If TR imposes or modifies a usage limit under this clause, Customer may, within 30 days of TR's notice of the limit, provide written notice to TR requesting good faith negotiations. The parties shall explore commercially reasonable alternatives, which may include adjustments to usage limits or pricing.

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 30 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-11801124

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 11/3/2026.



Attachment

Order ID: Q-11801124

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

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account

Account Number: 1005947225

This order is made pursuant to: North Dakota MSA 215 (NDMS)

Order Confirmation Contact (#28)

Contact Name: MARTINECK, CARL

Email: cmartineck@valleycity.us

eBilling Contact

Contact Name CARL MARTINECK

Email cmartineck@valleycity.us

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1005947225	VALLEY CITY	254 2ND AVE NE VALLEY CITY ND 58072-3008 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
1	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
1	Attorneys	41984151	TRIAL COURT ORDERS FOR GOVERNMENT ON WESTLAW
1	Attorneys	43482985	CoCounsel Legal, National Primary, Enterprise Access, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
CARL	MARTINECK	cmartineck@valleycity.us	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	\$695.00	6.00%	\$736.70	6.00%	\$780.90	6.00%	\$827.75	6.00%	\$877.42	Monthly

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.

A G R E E M E N T

THIS AGREEMENT, Entered into this ____ day of July, 2026 by and between the **CITY OF VALLEY CITY, BARNES COUNTY, NORTH DAKOTA**, hereinafter called “City”, whose post office address is 254 2nd Avenue NE, Valley City, ND 58072 and the **VALLEY CITY – BARNES COUNTY DEVELOPMENT CORPORATION**, hereinafter called the “Corporation”, whose post office address is 250 West Main Street, Valley City, ND 58072;

WITNESSETH:

WHEREAS, the Vision of the Corporation is to elevate the standard of living and enhance the quality of life for all citizens of Valley City and Barnes County through business growth and career and educational opportunities to attract and retain a quality workforce; and

WHEREAS, the Mission of the Corporation is to lead job creation and economic vitality through business retention and expansion, entrepreneurial development, attracting new and expanding businesses to Valley City and Barnes County; and

WHEREAS, the City supports the Vision and Mission of the Corporation; and

WHEREAS, the City has charged the Corporation with economic development activity; and

WHEREAS, the Corporation wishes to carry out its Vision and Mission, long-term and short-term goals, strategies, and its annual program of work including primary sector and basic industry development, job creation, community development and image enhancement.

NOW, THEREFORE, It is agreed by the parties hereto, as follows:

1. Term of Agreement. This agreement shall commence upon its execution and terminate on December 31, 2059. This agreement shall be reviewed in July of each even numbered year to ensure terms and conditions accurately reflect economic development procedures, operations and project and business development activities, including financing of said activities.
2. The Corporation will:
 - A. Carry out its Vision and Mission, long-term and short-term goals, strategies and an annual program of work, including, but not limited to image enhancement, and encouraging economic development by promoting the advantages of transportation facilities, consumer market, industrial and commercial opportunities, labor resources, workforce development, availability of housing, government planning and zoning, and public utility services, facilities and rates;

- B. Elect and maintain a Board of Directors in accordance with its Bylaws who provide oversight and directives to implement its activities;
- C. Employ a full time professional Director of Development who serves as the central point of contact for all economic development activities of the Corporation;
- D. Receive all requests for economic development funding sourced from the City sales tax, conduct due diligence and make recommendations to the City for approval;
- E. Communicate with and provide progress reports to the City at least quarterly via the Director of Development or Board of Directors;
- F. Develop annual budgets specific to its administrative and project activity which are subject to appropriate amendments. This includes employment of a Resource Development Specialist, a professional resource for the purpose of researching, identifying, reviewing and writing grants for the community. This also includes employment of a Recruiting & Retention Coordinator, a professional resource for the purpose of assisting employers needing to hire employees, assisting individuals needing employment and closely related services, assisting with workforce training and development programs, and assisting with activities to recruit and retain employees;
- G. Maintain accurate and appropriate records and accounting of all activities of the Corporation. The Corporation shall allow the City to examine such records at any reasonable time. Progress reports and review by the City may be called for as agreed under the terms of the program;
- H. Provide a copy of the Corporation's annual financial reports for its fiscal year ending September 30th within 120 days of completion of the reports;
- I. Enter into other contracts and agreements as necessary;
- J. Perform such other services relative to economic development as the City may authorize under this agreement;
- K. Seek approval of the City for any proposed alterations or variations involving the previously approved expenditure of funds.

3. The City will:

- A. Hold and maintain City Sales Tax Funds for economic development as approved by the Citizens of Valley City under Ordinance No. 943 which terminates on December, 31, 2059;

- B. Refer all funding initiatives to the Corporation who will conduct its due diligence and provide requests and recommendations for funding to the City;
 - C. Consider requests submitted by the Corporation based on its recommendations and approve such requests as appropriate based on the best interests of the citizens;
 - D. Review and approve, when appropriate, alterations or variations to previously approved expenditure of funds;
 - E. Provide administrative funds which shall be reviewed and approved annually. Upon approval, the annual contribution for administrative funds shall be documented on Exhibit A;
 - F. Request assistance from the Corporation for the development of publicly owned property, including, but not necessarily limited to, parking lots, buildings or other specific properties; and excluding land identified in Item G below;
 - G. Charge the Corporation with the development of land more specifically defined as:
 - i. Northwest Industrial Park – Four Bottle Drive
 - ii. I 94 Regional Development Corridor
 - iii. Other land as designated from time to time.
4. Payment Procedure. The Corporation shall submit invoices to the City on a monthly basis or as needed. The invoices shall contain such detail as may be required by the appropriate offices of the City and shall be processed and paid by the City in the same manner as similar invoices are processed and paid. It is expressly understood that the City is obligated to pay the Corporation only and that the City shall not be obligated to pay anyone else for any expenses incurred by the Corporation in carrying out the terms of this Agreement.
5. Independent Contractor. The Corporation is deemed an independent contractor and any and all officers and employees of the Corporation while engaged in the performance of any work or services required by this Agreement shall be considered officers and employees of the Corporation only and not of the City.
6. Scope of Authority. It is expressly understood that the Corporation and its officers, employees, or agents are not authorized and shall not represent themselves as being authorized to enter into any contracts on behalf of or otherwise obligate the City to any person, corporation, partnership or association for the expenditure of public funds, the undertaking of any public improvements, or the granting of any favor or special treatment of any nature whatsoever.

7. Indemnification and Hold Harmless. The Corporation indemnifies, saves and holds harmless the City and all of its officers, agents and employees of and from any and all claims, demands, action or causes of action of whatsoever nature and character arising out of or by reason of the execution or performance of work or services provided herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.
8. Termination. Either party to this Agreement may cancel this Agreement at any time with or without cause upon giving the other party a 180 day written notice of such cancellation. If this agreement is cancelled under this provision, the City shall pay the Corporation according to the terms hereof to the date of such cancellation.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed on the day and year first above written.

CITY OF VALLEY CITY, BARNES COUNTY
NORTH DAKOTA

By: _____
Mike Bishop, President
Board of City Commissioners

Attest: _____
Brenda Klein, City Finance Director

VALLEY CITY-BARNES COUNTY DEVELOPMENT
CORPORATION

By: _____
David A. Beierle, President
Board of Directors

By: _____
Jennifer Feist, Secretary

EXHIBIT A

ENDORSEMENT TO AGREEMENT BETWEEN CITY OF VALLEY CITY AND VALLEY CITY – BARNES COUNTY DEVELOPMENT CORPORATION ESTABLISHING ANNUAL CONTRIBUTION PAYABLE BY THE CITY OF VALLEY CITY TO VALLEY CITY – BARNES COUNTY DEVELOPMENT CORPORATION

1. The contribution due and payable for the one-year term commencing January 1, 2011 and ending December 31, 2011 is the sum of \$25,000.00, the full balance of which is due and payable on or before September 30, 2011.
2. The contribution due and payable for the one-year term commencing January 1, 2012 and ending December 31, 2012 is the sum of \$25,000.00, the full balance of which is due and payable on or before September 30, 2012.
3. The contribution due and payable for the one-year term commencing January 1, 2013 and ending December 31, 2013 is the sum of \$27,000.00, the full balance of which is due and payable on or before September 30, 2013.
4. The contribution due and payable for the one-year term commencing January 1, 2014 and ending December 31, 2014 is the sum of \$27,000.00, the full balance of which is due and payable on or before September 30, 2014.
5. The contribution due and payable for the one-year term commencing January 1, 2015 and ending December 31, 2015 is the sum of \$27,000.00, the full balance of which is due and payable on or before September 30, 2015.
6. The contribution due and payable for the one-year term commencing January 1, 2016 and ending December 31, 2016 is the sum of \$27,000.00, the full balance of which is due and payable on or before September 30, 2016.
7. The contribution due and payable for the one-year term commencing January 1, 2017 and ending December 31, 2017 is the sum of \$27,000.00, the full balance of which is due and payable on or before September 30, 2017.
8. The contribution due and payable for the one-year term commencing January 1, 2018 and ending December 31, 2018 is the sum of \$30,000.00, the full balance of which is due and payable on or before September 30, 2018.
9. The contribution due and payable for the one-year term commencing January 1, 2019 and ending December 31, 2019 is the sum of \$32,000.00, the full balance of which is due and payable on or before September 30, 2019.
10. The contribution due and payable for the one-year term commencing January 1, 2020 and ending December 31, 2020 is the sum of \$33,000.00, the full balance of which is due and payable on or before September 30, 2020.
11. The contribution due and payable for the one-year term commencing January 1, 2021 and ending December 31, 2021 is the sum of \$33,000.00, the full balance of which is due and payable on or before September 30, 2021.
12. The contribution due and payable for the one-year term commencing January 1, 2022 and ending December 31, 2022 is the sum of \$35,000.00, the full balance of which is due and payable on or before September 30, 2022.
13. The contribution due and payable for the one-year term commencing January 1, 2023 and ending December 31, 2023 is the sum of \$35,000.00, the full balance of which is due and payable on or before September 30, 2023.

14. The contribution due and payable for the one-year term commencing January 1, 2024 and ending December 31, 2024 is the sum of \$35,000.00, the full balance of which is due and payable on or before September 30, 2024.
15. The contribution due and payable for the one-year term commencing January 1, 2025 and ending December 31, 2025 is the sum of \$42,000.00, the full balance of which is due and payable on or before September 30, 2025.
16. The contribution due and payable for the one-year term commencing January 1, 2026 and ending December 31, 2026 is the sum of \$42,000.00, the full balance of which is due and payable on or before September 30, 2026.
17. The contribution due and payable for the one-year term commencing January 1, 2027 and ending December 31, 2027 is the sum of \$44,000.00, the full balance of which is due and payable on or before September 30, 2027.







April 17th 2026

Scott Cole
11651 25th St SE
Valley City, ND 58072

Dangerous Building Inspection
454 Viking Dr
Valley City, ND, 58072

Inspection Report

Date of Inspection: April 17th 2026

Inspector: Scott Magnuson

I have completed a visual ☐ interior ☒ exterior inspection of a garage that is in the process of being moved. The purpose of the inspection is to determine the condition of the structure with regards to sections 7-01-07 to 7-01-09.5 of the Valley City Municipal Code (Dangerous Buildings).

Inspection comments are as follows:

Exterior Walls. Wall structure and sheeting/skirting is extremely deteriorated, buckled and not capable of keeping rodents out. The windows and doors are not properly weatherproofed and/or surface coated and displays signs of wear and rotting. Upon visiting the property, the sides have buckled and is unsafe

Windows. The windows are showing decay which can provide the rain to intrude the property along with birds/ rats or other infestation

Doors. Very easily accessible to unwanted persons, or animals as the front and back doors are missing

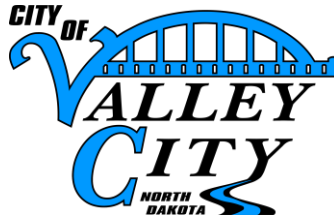
General. The garage at this property has numerous issues including, rotted siding, deteriorated soffit and fascia, doors and windows left unsecured, chimney falling in, many complaints from the neighbors, Mr. Cole has been advised numerous times that it has to come into compliance,

At the time of the inspection, it was determined that the garage should be considered a blighted, dilapidated, and dangerous structure. These types of structures create attractions for curious children and are a harborage for birds, vermin and other rodents creating dangerous and unsanitary conditions for the community.

Based on the definitions of dangerous buildings as listed under V.C.M.C. § 7-01-07, it is my opinion that the structure meets the definition of a dangerous building, and it should be immediately repaired and brought up to current building code standards or demolished.

Scott Magnuson, Fire Chief
701-845-3351

220 3rd St. NE
Valley City, ND 58072



Phone: 701-845-1700
www.valleycity.us

NOTICE OF DANGEROUS BUILDING

TO: Terry L. Cole	Shawn M. Cole	Scott A. Cole
5660 1 st Ave. S	2055 West Main St.	11651 25 th St SE
Minneapolis, MN 55419	Valley City, ND 58072	Valley City, ND 58072

RE: Detached garage at 454 Viking Dr, Valley City

PLEASE TAKE NOTICE of the following:

1. This Notice is being given to you pursuant to Valley City Municipal Code ("V.C.M.C.") Sections 7-01-07 to 7-01-09.5 concerning Dangerous Buildings.
2. The building with which this Notice is concerned is a detached garage located on that tract of land in the City of Valley City ("City"), more particularly described as follows:

Lot 15 in Block 2 of Tracy's Second Addition to the City of Valley City,
according to the certified plat thereof on file and of record in the office of the
County Recorder, Barnes County, North Dakota.

(hereinafter referred to as "the building").
3. An inspection was made of the building on April 17, 2026, by Scott Magnuson, Fire Chief for the City.
4. The Fire Chief has found the building, consisting of a detached garage to be a Dangerous Building within the standards set forth in V.C.M.C. § 7-01-07, and as more particularly described in the Inspection Report.
5. In addition, the building is unsafe and constitutes a public nuisance pursuant. V.C.M.C. §§ 7-01-08(4) and 12-01-05.
6. **Order for Repair or Demolition of Building.** Due to the extent of the deterioration the building must be repaired or demolished so that it is no longer in violation of Municipal Code.
7. The owner of the building must make all repairs or demolish the building, and remove debris, within 90 days from the date of this notice. To obtain a building or demolition permit contact Lance Coit at (701) 845-8127. If you have already obtained a building or moving permit, you are receiving this notice because you have not completed the work within 180 days of being issued the permit.

8. Unless the building is repaired or demolished within the time period set forth herein, the City will take such steps as are necessary to cause said building to be repaired pursuant to V.C.M.C. § 7-01-09.3, and the owner will be assessed such costs as are provided for therein.

10. Order for vacation of building. The Fire Chief has determined that the building must be vacated as required by V.C.M.C. § 7-01-08(2) as it constitutes a danger to the health, safety or general welfare of anyone entering the building. Therefore, it is hereby ordered that the building shall be vacated immediately, and remain vacated, on this 17th day of April, 2026.

11. Order to secure building. The Fire Chief has determined that the building must remain secured. Therefore, pursuant to V.C.M.C. § 12-02-05(1) it is hereby ordered that all means of entering the building remain secured to prevent unauthorized entrance. An inspector will continue to verify compliance. Failure to keep the building secured will result in the City hiring an independent contractor to secure the building. All expenses for securing the building will be assessed against the property.

Dated this 17th day of April, 2026.

/s/ Scott Magnuson
Scott Magnuson
Fire Chief

CERTIFICATE OF SERVICE

I certify that I served a Notice of Dangerous Building for **454 Viking Drive**, Valley City, North Dakota, as provided below.

Parties Served

Party: _____

Address: _____

Date of Service: _____

☐ By U.S. Mail: I deposited the document in the United States mail, certified prepaid, addressed to the party indicated above.

☐ By Personal Service: I caused the document to be personally delivered to the party indicated above.

☐ Other: [describe] _____

Party: _____

Address: _____

Date of Service: _____

☐ By U.S. Mail: I deposited the document in the United States mail, certified prepaid, addressed to the party indicated above.

☐ By Personal Service: I caused the document to be personally delivered to the party indicated above.

☐ Other: [describe] _____

Party: _____

Address: _____

Date of Service: _____

☐ By U.S. Mail: I deposited the document in the United States mail, certified prepaid, addressed to the party indicated above.

☐ By Personal Service: I caused the document to be personally delivered to the party indicated above.

☐ Other: [describe] _____

I declare under penalty of perjury under the laws of North Dakota that the foregoing is true and correct.

Date: _____

Signature: _____

Name: _____