

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.42
(ID # 30475)

MEETING DATE:
Tuesday, June 23, 2026

FROM : PUBLIC DEFENDER

SUBJECT: PUBLIC DEFENDER: Approve the Professional Service Agreement with West Publishing Corporation for the West Proflex Subscription Without Seeking Competitive Bids for five years, plus five (5) one-year options, for a total of ten years through September 30, 2036, All Districts. [Total Aggregate - \$1,768,425.43; up to \$353,856 in additional compensation; Public Defender's Budget - 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

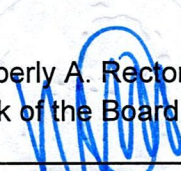
1. Approve the Professional Service Agreement with West Publishing Corporation for the West Proflex Subscription for an online legal research and drafting platform, without seeking competitive bids, for a total aggregate amount of \$1,768,425.43 for five years, three months, with five (5) one-year options, for a total of ten years, three months through September 30, 2036, and authorize the Chair to sign the Agreement on behalf of the County;
2. Direct the Clerk of the Board to return three original signed agreements to the Law Offices of the Public Defender;
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that exercise the options of the Agreement including modifications of the statement of work that stay within the intent of the Agreement; (b) sign amendments to exercise the options to renew for five (5) additional one year periods; and (c) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the approved aggregate amount; and
4. Authorize the Purchasing Agent to issue purchase orders to West Publishing Corporation for the purchase of services that do not exceed the total Board of Supervisors approved amount.

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: June 23, 2026
xc: Public Defender

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 118,763.24	\$1,768,425.43	\$0
NET COUNTY COST	\$ 0	\$ 118,763.24	\$1,768,425.43	\$0
SOURCE OF FUNDS: Public Defender Budget - 100%			Budget Adjustment:	No
			For Fiscal Year:	26/27 – 36/37

C.E.O. RECOMMENDATION:

BACKGROUND:

Summary

The Public Defender’s Office requires access to an industry-leading online legal research database to meet its professional and constitutional obligations. Under the State Bar Act and the Rules of Professional Conduct, the department must provide competent representation to individuals accused of crimes. Performing competent criminal defense work requires the ability to research and locate relevant law. In addition, the State and Federal Constitutions mandate competent legal representation. Failure to meet this standard due to inadequate research tools could expose the County to claims based on ineffective assistance of counsel.

Since 2014, the Public Defender’s Office has relied on Westlaw Edge for comprehensive legal research, advanced citator services, and integrated litigation analytics, all supported by more than a century of editorial refinement and traditional “soft” AI tools.

The Office now seeks to renew and upgrade its subscription to Westlaw Advantage with CoCounsel. This platform delivers next-generation, AI-powered legal research and workflow tools that significantly enhance the quality, speed, and consistency of attorney work. It integrates the leading Westlaw legal database with advanced agentic AI to automate essential tasks such as legal research, document analysis, and drafting. Features like Deep Research and Litigation Document Analyzer provide expert-level insights, while Precision Filters, Litigation Analytics, KeyCite, and Westlaw’s editorial enhancements ensure targeted, authoritative research and prevent reliance on outdated or invalid law.

CoCounsel adds guided workflows, a curated prompt library, and robust cross-repository Knowledge Search, allowing attorneys to execute complex, multistep tasks efficiently. By consolidating materials from Westlaw, internal office files, and external sources into a single secure platform, CoCounsel enables attorneys to locate relevant facts, templates, and draft documents without switching between systems. These combined capabilities allow Deputy Public Defenders and paralegals to shift more of their time to client engagement, case strategy, and courtroom advocacy while improving accuracy and early case assessment. Operational benefits include faster turnaround on motions and research, reduced risk of error, improved preparation quality, and a more equitable distribution of attorney workload across cases.

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Impact on Residents and Businesses

This agreement will provide the tools necessary for our attorneys and staff to provide the best possible defense for the County's indigent population.

Additional Fiscal Information

The 5-year, 3-month cost for this online subscription service for legal research is: \$767,318.09. The agreement also contains five (5) one-year options, for a total contract of ten years, three months. The total cost for years six through ten is \$1,001,107.34. Therefore, the total contract value if all option periods are exercised is \$1,768,425.43.

PROPOSED CONTRACT				
Term Description	Effective Dates	Monthly Amt.	# of Terms	Annual Cost
Bridge Agreement	7/2/26 to 09/30/26	\$ 6,410.82	3	\$ 19,232.46
Year 1	10/01/26 to 9/30/27	\$ 11,058.98	12	\$ 132,707.70
Year 2	10/01/27 to 9/30/28	\$ 12,193.18	12	\$ 140,670.16
Year 3	10/01/28 to 9/30/29	\$ 12,924.77	12	\$ 149,110.37
Year 4	10/01/29 to 9/30/30	\$ 13,700.26	12	\$ 158,056.99
Year 5	10/01/30 to 9/30/31	\$ 14,522.27	12	\$ 167,540.41
Aggregate Amount Over First Five (5) Years				\$ 767,318.09

PROPOSED OPTION PRICING				
Term Description	Effective Dates	Monthly Amt.	# of Terms	Annual Cost
Year 6	10/01/31 TO 09/30/32	\$ 14,799.40	12	\$ 177,592.84
Year 7	10/01/32 TO 09/30/33	\$ 15,687.37	12	\$ 188,248.41
Year 8	10/01/33 TO 09/30/34	\$ 16,628.61	12	\$ 199,543.31
Year 9	10/01/34 TO 09/30/35	\$ 17,626.33	12	\$ 211,515.91
Year 10	10/01/35 TO 09/30/36	\$ 18,683.91	12	\$ 224,206.87
Aggregate Amount for Years Six (6) through Ten (10)				\$ 1,001,107.34

Total Contract Value if All Option Periods are Exercised	\$1,768,425.43
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Maximum payments by COUNTY to CONTRACTOR shall not exceed the following amounts:

ORIGINAL AGREEMENT

Bridge Agreement Term from July 1, 2026 through September 30, 2026 during COUNTY Fiscal Year 2026/2027, nineteen thousand two hundred thirty-two dollars and forty-six cents (\$19,232.46);

Year One from October 1, 2026 through September 30, 2027, during COUNTY Fiscal Years 2026/2027 and 2027/2028, one hundred thirty-two thousand seven hundred seven dollars and seventy cents (\$132,707.70);

Year Two from October 1, 2027 through September 30, 2028, during COUNTY Fiscal Years 2027/2028 and 2028/2029, one hundred forty thousand six hundred seventy dollars and sixteen cents (\$140,670.16);

Year Three from October 1, 2028 through September 30, 2029, during COUNTY Fiscal Years 2028/2029 and 2029/2030, one hundred forty-nine thousand one hundred ten dollars and thirty-seven cents (\$149,110.37);

Year Four from October 1, 2029 through September 30, 2030, during COUNTY Fiscal Years 2029/2030 and 2030/2031, one hundred fifty-eight thousand fifty-six dollars and ninety-nine cents (\$158,056.99);

Year Five from October 1, 2030 through September 30, 2031, during COUNTY Fiscal Years 2030/2031 and 2031/2032, one hundred sixty-seven thousand five hundred forty dollars and forty-one cents (\$167,540.41).

The **maximum aggregate amount** payable by COUNTY to CONTRACTOR for the entire Agreement Term shall not exceed seven hundred sixty-seven thousand three hundred eighteen dollars and nine cents (\$767,318.09).

OPTION PERIODS

Year Six from October 1, 2031 through September 30, 2032, during County Fiscal Years 2031/2032 and 2032/2033, one hundred seventy seven thousand five hundred ninety-two dollars and eight-four cents (\$177,592.84);

Year Seven from October 1, 2032 through September 30, 2033, during County Fiscal Years 2032/2033 and 2033/2034, one hundred eighty eight thousand two hundred forty-eight dollars and forty-one cents (\$188,248.41);

Year Eight from October 1, 2033 through September 30, 2034, during County Fiscal Years 2033/2034 and 2034/2035, one hundred ninety nine thousand five hundred forty-three dollars and thirty-one cents (\$199,543.31);

Year Nine from October 1, 2034 through September 30, 2035, during County Fiscal Years 2034/2035 and 2035/2036, two hundred eleven thousand five hundred fifteen dollars and ninety-one cents (\$211,515.91);

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Year Ten from October 1, 2035 through September 30, 2036, during County Fiscal Years 2035/2036 and 2036/2037, two hundred twenty-four thousand two hundred six dollars and eighty-seven cents (\$224,206.87).

The **maximum aggregate amount** payable by COUNTY to CONTRACTOR for all Option Terms shall not exceed one-million one thousand one-hundred seven dollars and thirty-four cents (\$1,001,107.34).

SUMMARY OF COSTS

If all options are exercised in years six through ten, the total contract cost will be one million, seven hundred sixty-eight thousand four hundred twenty-five dollars and forty-three cents (\$1,768,425.43).

FINANCIAL IMPACT BY FISCAL YEAR

IMPACT BY FISCAL YEAR												
Timeframe	FY26/27	FY27/28	FY28/29	FY29/30	FY30/31	FY31/32	FY32/33	FY33/34	FY34/35	FY35/36	FY36/37	TOTAL
Year	1	2	3	4	5	6	7	8	9	10	11	
Bridge Agreement	\$ 19,232.46											\$ 19,232.46
Calendar Year 1	\$ 99,530.78											\$ 99,530.78
Calendar Year 2		\$138,679.55										\$ 138,679.55
Calendar Year 3			\$147,000.32									\$ 147,000.32
Calendar Year 4				\$155,820.34								\$ 155,820.34
Calendar Year 5					\$165,169.56							\$ 165,169.56
Calendar Year 6						\$175,079.73						\$ 175,079.73
Calendar Year 7							\$185,584.52					\$ 185,584.52
Calendar Year 8								\$196,719.59				\$ 196,719.59
Calendar Year 9									\$208,522.76			\$ 208,522.76
Calendar Year 10										\$221,034.13		\$ 221,034.13
Calendar Year 11											\$56,051.72	\$ 56,051.72
TOTALS	\$ 118,763.24	\$138,679.55	\$147,000.32	\$155,820.34	\$165,169.56	\$175,079.73	\$185,584.52	\$196,719.59	\$208,522.76	\$221,034.13	\$56,051.72	\$1,768,425.43

Contract History and Price Reasonableness

Westlaw Advantage with CoCounsel delivers a proprietary next-generation, AI (Artificial Intelligence) powered legal research and workflow solution that enhances the quality, speed, and consistency of attorney work. It combines the industry-leading Westlaw legal database with advanced agentic AI to automate essential tasks, such as legal research, document analysis, and legal drafting. Proprietary features such as Deep Research and Litigation Document Analyzer provide expert-level insights, uncover mischaracterizations of law, identify hallucinated citations, and reveal critical arguments on both sides of a matter. Westlaw's Precision Filters, Litigation Analytics, KeyCite tools, and editorial enhancements (including the Key Number System, headnotes, annotations, and Notes of Decisions) further support targeted, authoritative research and prevent reliance on outdated or invalid law. CoCounsel adds guided workflows, a curated prompt library, and powerful cross-repository Knowledge Search, enabling attorneys to perform complex multi-step tasks.

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Thomson Reuters are also able to include a 'Bridge' Price Promotion in this agreement. The Bridge Promotion allows the Public Defender to gain all the *Westlaw Advantage* and *CoCounsel* capabilities upon contract start date July 1, 2026. However, the Public Defender will maintain the current *Westlaw Edge* lower rates until October 1, 2026. Therefore, three (3) months of upgrades will be provided at no increased cost. That is a total additional savings of \$15,276 in the first year.

Therefore, the Public Defender Department requests to enter into an agreement with West Publishing Corporation without seeking competitive bids as a sole source provider for the specified service period.

Purchasing has reviewed the Sole Source Justification (SSJ) SSJ #26-183.

ATTACHMENTS:

Attachment A: Professional Services Agreement with West Publishing Corporation

Attachment B: SSJ: 26-183


Melissa Curtis, Deputy Director of Purchasing and Fleet 6/11/2026


Aaron Gettis, Chief Deputy County Counsel 6/15/2026

PROFESSIONAL SERVICE AGREEMENT

for

WEST PROFLEX SUBSCRIPTION

between

COUNTY OF RIVERSIDE

And

WEST PUBLISHING CORPORATION



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This Agreement is made and entered into, by and between WEST PUBLISHING CORPORATION, a Minnesota Corporation, (herein referred to as "CONTRACTOR") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY").

The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Order Form E-1410953 and the West/CLEAR ProFlex Attachment, consisting of five (5) pages, attached hereto and incorporated herein as Exhibit A (Order Form) to the Agreement. CONTRACTOR's services are provided in accordance with various general and product specific CONTRACTOR terms and conditions, consisting of twenty-eight (28) pages, attached hereto and incorporated herein as Exhibit B (Thomson Reuters Terms).

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit A (Order Form). CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective July 1, 2026 and continues in effect through September 30, 2031 ("Agreement Term"), with the option to renew for up to five (5) additional and consecutive one-year periods (collectively, "Option Terms") by a written amendment signed by the authorized representatives of both parties, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY to a multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit A, Order Form. The maximum aggregate amount payable by COUNTY to CONTRACTOR for the entire five (5) year and three (3) month Agreement Term (July 1, 2026 through September 30, 2031) shall not exceed seven hundred sixty-seven thousand, three hundred eighteen dollars and nine cents (\$767,318.09). The maximum aggregate amount payable by COUNTY to CONTRACTOR for all Option Terms shall not exceed one million, one thousand, one hundred seven dollars and thirty-four cents (\$1,001,107.34).

If all options are exercised in years six (6) through ten (10), the total contract cost will be one million, seven hundred sixty-eight thousand four hundred twenty-five dollars and forty-three cents (\$1,768,425.43).

Maximum payments by COUNTY to CONTRACTOR shall not exceed the following amounts:

FIVE-YEAR, THREE-MONTH AGREEMENT TERM (July 1, 2026 through September 30, 2031)

a) Bridge Agreement Term from July 1, 2026 through September 30, 2026, during COUNTY Fiscal Year 2026/2027, nineteen thousand, two hundred thirty-two dollars and forty-six cents (\$19,232.46); and

b) Year One from October 1, 2026 through September 30, 2027, during COUNTY Fiscal Years 2026/2027 and 2027/2028, one hundred thirty-two thousand, seven hundred seven dollars and seventy cents (\$132,707.70); and

c) Year Two from October 1, 2027 through September 30, 2028, during COUNTY Fiscal Years 2027/2028 and 2028/2029, one hundred forty thousand, six hundred seventy dollars and sixteen cents (\$140,670.16); and

d) Year Three from October 1, 2028 through September 30, 2029, during COUNTY Fiscal Years 2028/2029 and 2029/2030, one hundred forty-nine thousand, one hundred ten dollars and thirty-seven cents (\$149,110.37); and

e) Year Four from October 1, 2029 through September 30, 2030, during COUNTY Fiscal Years 2029/2030 and 2030/2031, one hundred fifty-eight thousand, fifty-six dollars and ninety-nine cents (\$158,056.99); and

f) Year Five from October 1, 2030 through September 30, 2031, during COUNTY Fiscal Years 2030/2031 and 2031/2032, one hundred sixty-seven thousand, five hundred forty dollars and forty-one cents (\$167,540.41).

OPTION PERIODS

g) Year Six from October 1, 2031 through September 30, 2032, during County Fiscal Years 2031/2032 and 2032/2033, one hundred seventy-seven thousand, five hundred ninety-two dollars and eight-four cents (\$177,592.84); and

h) Year Seven from October 1, 2032 through September 30, 2033, during County Fiscal Years 2032/2033 and 2033/2034, one hundred eighty-eight thousand, two hundred forty-eight dollars and forty-one cents (\$188,248.41); and

i) Year Eight from October 1, 2033 through September 30, 2034, during County Fiscal Years 2033/2034 and 2034/2035, one hundred ninety-nine thousand, five hundred forty-three dollars and thirty-one cents (\$199,543.31); and

j) Year Nine from October 1, 2034 through September 30, 2035, during County Fiscal Years 2034/2035 and 2035/2036, two hundred eleven thousand, five hundred fifteen dollars and ninety-one cents (\$211,515.91); and

k) Year Ten from October 1, 2035 through September 30, 2036, during County Fiscal Years 2035/2036 and 2036/2037, two hundred twenty-four thousand, two hundred six dollars and eighty-seven cents (\$224,206.87).

Funds may be shifted between fiscal years with the Riverside County Public Defender Department approval, as long as the maximum reimbursable amount is not exceeded. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. To order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR specifying the amount of services or products. CONTRACTOR shall not perform services or provide products unless it has received a Purchase Order signed by an authorized representative of COUNTY. Unless otherwise specifically stated in Exhibit A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 Intentionally Omitted

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Law Offices of the Public Defender
4075-A Main Street, Suite 100
Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (PDARC-95658-001-09/31) quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made and invoices shall be rendered “monthly” in arrears. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may cancel a product or service with at least thirty (30) days written notice to CONTRACTOR due to insufficient appropriation of funds. COUNTY 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. COUNTY will be invoiced for all charges incurred up to the effective date of the cancellation.

5.2 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.3 COUNTY may, upon thirty (30) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure within thirty (30) days. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.4 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.5 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.6 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.7 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System

(EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.8 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports, or output in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement may be used by the COUNTY in generating the COUNTY's work product. All COUNTY work product shall be the sole property of the COUNTY and any COUNTY work product material, reports or output may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 Intentionally Omitted

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY

representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its reasonable effort to comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a non-binding mediation session in Riverside County before a neutral third-party mediator. A second non-binding mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

13. Intentionally Omitted.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by applicable duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY, with thirty (30) days' notice. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Office of the Public Defender
4075 Main Street Ste. 100
Riverside, CA 92501-3701

CONTRACTOR

West Publishing Corporation
2900 Ames Crossing Rd
Eagan, MN 55121

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within ten (10) days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall hold and save the County of Riverside, its officers, agents, and employees (collectively, "Indemnitees"), harmless from and against any and all costs, third-party claims, demands, damages, losses and liabilities accruing or resulting in connection with the performance of this Agreement to the extent arising from or in any way related to (i) CONTRACTOR'S gross - negligence or

intentional tortious acts; (ii) CONTRACTOR'S violation of any applicable laws in the provision of the Services for the authorized uses set forth herein, and (iii) claims that the Services being licensed under this Agreement for the authorized uses set forth herein infringes any U.S. patent, copyright, license, or other proprietary right of any third party. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services, as identified above. CONTRACTOR shall have no obligation under this section to indemnify or defend County of Riverside against a claim of infringement resulting from County of Riverside's modification or alteration of the data provided in conjunction with the services or the combination of data with any product, application, or service not provided by CONTRACTOR.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the

State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Cyber Liability Insurance:

CONTRACTOR shall procure and maintain Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

F. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are

waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein.

3) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to, cancellation, in coverage of such insurance. In the event of, cancellation, in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement as determined by a court of competent jurisdiction, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties. In the event of any conflict between the terms and conditions of this Agreement and any attachments or exhibits, the following order of precedence shall govern: (1) this Professional Services Agreement, (2) the Thomson Reuters Order Form E-1410953 and the West/CLEAR ProFlex Attachment (Exhibit A), and (3) the Thomson Reuters Terms attached hereto (Exhibit B).

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic

signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

WEST PUBLISHING CORPORATION, a Minnesota Corporation

By: Karen S. Spiegel
Karen Spiegel
Chair, Board of Supervisors

By: Jenny Deutsch
Jenny Deutsch (Jun 10, 2026 11:30:21 CDT)
Name: Jenny Deutsch
Title: Sr. Manager Commercial Strategy, Policy & Enablement

Dated: JUN 23 2026

Dated: 06/10/26

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Lisa Sanchez
Lisa Sanchez (Jun 10, 2026 09:34:41 PDT)
Lisa Sanchez
Deputy County Counsel

Dated: 06/10/26

JUN 23 2026 3.42

EXHIBIT A ORDER FORM

WEST ORDER FORM-ProFlex
for WestlawPRO, Software
and Practice Solutions Customers
2900 Ames Crossing Rd, Suite 100
Eagan, MN 55121
Tel: 651/687-8000



<i>Check West account status below as applicable:</i>		Rep Name & Number <u>Tina Tierney</u>		* * * * * R E Q U I R E D * * * * *
New <input type="checkbox"/>				
Existing with no changes <input type="checkbox"/>		Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)		
Acct #	<u>1000527043</u>	Quote #		
		PO #		
		Date		
Name/Customer	<u>RIVERSIDE COUNTY PUBLIC DEFENDER</u>		Bill To Acct #	
Order Confirmation Contact Name	<u>Judith Gweon</u>			
E-Mail	<u>jwgweon@co.riverside.ca.us</u>			
Password Contact Name (for password delivery)	<u>Judith Gweon</u>			
E-Mail	<u>jwgweon@co.riverside.ca.us</u>			
Time and Billing Contact Name				
E-Mail				
MSA Jurisdiction		Contract #		
		Option #		
Permanent Address Change <input type="checkbox"/>		One-Time Ship To <input type="checkbox"/>	Additional Ship To <input type="checkbox"/>	I F N E E D E D
Additional Bill To <input type="checkbox"/>				
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 IR5 Certification forms are available at: <https://www.tr.com/orderinginfo>

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.

Full Svc #	ProFlex Products			Total Monthly Charges	Minimum Term (Months)
	ProFlex, WestlawPRO, Software and Practice Solutions Products	Quantity *	Monthly Banded Rate Other		
40757482	ProFlex	172		\$11,058.98	120
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) \$ 11,058.98

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 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.

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

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 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.

Online/CD-ROM Products to be Lapsed		
Full Svc #	Online/CD-ROM Products	Account #/Location
40757482	West Proflex	

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. **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.

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

Product Specific Terms		
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3. **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; Westlaw Advantage; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium; HighQ; CLEAR Investigate), listed on this order form, and are incorporated into this order form by reference: <https://www.tr.com/legal-services-ai-terms>.

4. **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>.

5. **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

6. **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>.

7. **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.

ACKNOWLEDGMENT

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

Printed Name _____
Title _____
Date _____
Signature X _____

West/CLEAR PROFLEX Attachment



Locations

Account #	Name	Address	City, State Zip
1000527043***	RIVERSIDE COUNTY PUBLIC DEFENDER	4075 MAIN ST STE 100	RIVERSIDE, CALIFORNIA 92501

*** denotes primary location

West PROFLEX Products and Components

Service Number	Product Name	Quantity	User Type
43482985	CoCounsel Legal, National Primary, Enterprise Access, Government	172	Attorney
42077755	Westlaw All Analytical, Enterprise Access, Government	172	Attorney
41933475	Westlaw Litigation Collection, Enterprise Access, Government	172	Attorney

Total Monthly Charge: \$11,058.98

Lapsed Online/CD by Location

Account #	Service Number	Product Name
1000527043	40757482	WL WEST PROFLEX BANDED

Billing Method

Centralized Billing by Usage

Unless otherwise specified, the subscriber firm/organization will receive one combined monthly invoice and a copy of each participating account's location usage report--all mailed to the payer account office. Each location identified per West PROFLEX Addendum will be invoiced based on a usage allocation of the monthly rate.

EXHIBIT B
THOMSON REUTERS TERMS

Thomson Reuters General Terms and Conditions
Thomson Reuters Data Processing Addendum
Thomson Reuters Data Security Addendum
Thomson Reuters Product Specific Terms with AI functionality legal AI Terms
Thomson Reuters Additional Terms for Services with Generative AI Skills
Thomson Reuters CoCounsel8 Core & Co Counsel Drafting Product Specific Terms
Thomson Reuters Product-Specific Terms



Version 5.1 (US)
Last Modified: June 1, 2025

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.

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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

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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

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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.

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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**

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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

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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

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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,

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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](#).

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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.

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

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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

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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

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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

Subject to change at Thomson Reuters' discretion.

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

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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 identify 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.

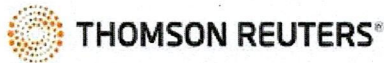
- (i) Thomson Reuters will maintain commercially reasonable security measures for internet-accessible applications, including:
 - a. Implementing processes for developing secure applications;
 - b. Performing pre-deployment and ongoing security assessments of internet-accessible applications;
 - c. Developing 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.



Last Modified: November 3, 2023

(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

Subject to change at Thomson Reuters' discretion.



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.



Product Specific Terms for Legal Products and Services with AI Functionality ("Legal AI Terms")

1. APPLICABILITY

- 1.1. These Legal AI 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 Legal AI Terms, capitalized words or phrases have the meanings given to them in the Agreement.
- 1.2. These Legal AI Terms may be further supplemented by other product specific terms, as applicable. If there is a conflict between these Legal AI 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 Legal AI 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 generates in response to a User Prompt and/or based on User Content and is returned 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 Legal AI Terms.
- 3.3 You grant us a license to use your inputs (being User Content and User Prompts) and Outputs (i) to deliver the Services and provide technical support; (ii) to comply with applicable laws and regulations (including any AI legislation). With regard to User Prompts and Outputs only, you further grant us a license to use User Prompts and Outputs for evaluative purposes to ensure that the AI Functionality remains safe, ethical and effective. We will implement and maintain automated safeguards to avoid any review of potentially sensitive information (including confidential and identifying information) and to exclude any such User Prompts and Outputs from samples used for evaluative purposes.
- 3.4 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.
- 3.5 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).
- 3.6 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



Legal AI Product Specific Terms
Version 1.0 (23 January 2026)

- 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.

Subject to change at Thomson Reuters' discretion.

Page 2 of 2



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.

Subject to change at Thomson Reuters' discretion.



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 Synclly 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 Synclly 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 Synclly 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.

Subject to change at Thomson Reuters' discretion.



Product-Specific Terms

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

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

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

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

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

West 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.









PDARC-95658-001-09.31-Westgroup (202676525)

Final Audit Report

2026-06-10

Created:	2026-06-10
By:	Cheryl Chesnut (cchesnut@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAkqFajsRslXa5aCMZfCYrHI0z1tliA-jC

"PDARC-95658-001-09.31-Westgroup (202676525)" History

-  Document created by Cheryl Chesnut (cchesnut@rivco.org)
2026-06-10 - 2:31:26 PM GMT
-  Document emailed to Jenny Deutsch (jenny.deutsch@thomsonreuters.com) for signature
2026-06-10 - 2:31:40 PM GMT
-  Email viewed by Jenny Deutsch (jenny.deutsch@thomsonreuters.com)
2026-06-10 - 2:32:05 PM GMT
-  Document e-signed by Jenny Deutsch (jenny.deutsch@thomsonreuters.com)
Signature Date: 2026-06-10 - 4:30:21 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Document emailed to Lisa Sanchez (lisanchez@rivco.org) for signature
2026-06-10 - 4:30:26 PM GMT
-  Email viewed by Lisa Sanchez (lisanchez@rivco.org)
2026-06-10 - 4:30:33 PM GMT
-  Document e-signed by Lisa Sanchez (lisanchez@rivco.org)
Signature Date: 2026-06-10 - 4:34:41 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Agreement completed.
2026-06-10 - 4:34:41 PM GMT

LAW OFFICES OF THE
Public Defender

COUNTY OF RIVERSIDE

STEVEN L. HARMON
PUBLIC DEFENDER

JUDITH GWEON
ASSISTANT PUBLIC DEFENDER



RIVERSIDE MAIN OFFICE
4075-A Main Street
Riverside, CA 92501
Telephone: (951) 955-6000

Date: Tuesday, June 2, 2026
From: Judith Gweon, Assistant Public Defender
To: Cheryl Chesnut, Procurement Contact Specialist
Via: David Curtis, Administrative Services Officer (951-955-9788)
Subject: Request for the Sole Source Purchase of the proprietary Thomson Reuters *Westlaw* legal research and drafting subscription to *Advantage with CoCounsel*.

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote Supplier Sole Source Letter Final draft agreement
(latest redline draft agreement)
 Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement
 Other:

1. Requested Supplier Name: West Publishing Corporation Supplier ID: 25943
 - a. Describe the goods/service being requested:
Purchase of the subscription agreement with West Publishing Corporation for the proprietary West Proflex Subscription for an online legal research and drafting platform with Artificial Intelligence (AI) powered legal research and workflow solution.

- b. Explain the unique features of the goods/services being requested from this supplier:
Westlaw Advantage with CoCounsel delivers a proprietary next-generation, AI (Artificial Intelligence) -powered legal research and workflow solution that enhances the quality, speed, and consistency of attorney work. It combines the industry-leading Westlaw legal database with advanced agentic AI to automate essential tasks, such as legal research, document analysis, and legal drafting. Proprietary features such as Deep Research and Litigation Document Analyzer provide expert-level insights, uncover mischaracterizations of law, identify hallucinated citations, and reveal critical arguments on both sides of a matter. Westlaw's Precision Filters, Litigation Analytics, KeyCite tools, and editorial enhancements (including the Key Number System, headnotes, annotations, and Notes of Decisions) further support targeted, authoritative research and prevent reliance on outdated or invalid law. CoCounsel adds guided workflows, a curated prompt library, and powerful cross-repository Knowledge Search, enabling attorneys to perform complex multi-step tasks.
- c. What are the operational benefits to your department?
Westlaw Advantage with CoCounsel can significantly streamline attorney workflows and create meaningful operational gains for the Public Defender's office by automating time-intensive research, drafting, and document-review tasks. Its agentic AI tools (such as Deep Research and Litigation Document Analyzer) perform multi-step legal analysis that would typically require hours of attorney or paralegal time, producing comprehensive, accurate results within minutes. By uncovering mischaracterizations of law, surfacing relevant legal issues, identifying risks in cited authority through KeyCite, and generating jurisdiction-specific research starting points, the system reduces the burden of repetitive foundational work and helps ensure no critical issues are overlooked. CoCounsel's guided workflows and Knowledge Search further consolidate materials from Westlaw, internal office files, and external sources into a single, secure platform, enabling attorneys to quickly locate relevant facts, templates, and legal standards without toggling between systems. These combined capabilities allow Deputy Public Defenders and paralegals to focus more of their limited time on client engagement, case strategy, and courtroom advocacy, while improving accuracy, consistency, and early case assessment. The operational benefits translate into faster turnaround on motions and research, reduced risk of error, improved preparation quality, and a more equitable allocation of attorney effort across cases.
- d. Provide details on any cost benefits/discounts.
The pricing in the quote was negotiated to reflect cost savings to the department. With the five-year and five one-year options. Furthermore, Westgroup was able to officially maintain the pricing at the lower negotiated rate even though the number of attorney licenses increased from 160 attorneys + staff to 172 attorneys + staff.

Thomson Reuters/Westgroup was also able to include a 'Bridge' Price Promotion in this agreement. The Bridge Promotion allows the Public Defender to gain all of the *Westlaw Advantage* and *CoCounsel* capabilities upon contract start date of July 1, 2026. However,

the Public Defender will maintain the current Westlaw *Edge* lower rates until October 1, 2026. Therefore, three months of upgrades will be provided at no increased cost. That is a total additional savings of \$15,276 in the first year.

Furthermore, although the provider does have a master services agreement (MSA) with GSA, the MSA with GSA was not competitively bid and was a price negotiation. The MSA with GSA does not align with Riverside County procurement rules and therefore the department is requesting Sole Source Procurement with this provider. The MSA with GSA includes limited features that do not align with the scope for this proposed SSJ.

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

Yes No

- a. If yes, please explain why you are requesting to utilize an SSJ process? N/A

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? *(If yes, please provide the reviewed single or sole source tracking number).*

Yes SSJ# _____ No

- a. What was the total annual and aggregate amount? N/A, this is a new SSJ request.

4. Identify all costs for this requested in the table below:
If review is for multiple years, all costs must be identified below:

See the below cost break down from the department.

PROPOSED CONTRACT				
Term Description	Effective Dates	Monthly Amt.	# of Terms	Annual Cost
Bridge Agreement	7/2/26 to 09/30/26	\$ 6,410.82	3	\$ 19,232.46
Year 1	10/01/26 to 9/30/27	\$ 11,058.98	12	\$ 132,707.70
Year 2	10/01/27 to 9/30/28	\$ 12,193.18	12	\$ 140,670.16
Year 3	10/01/28 to 9/30/29	\$ 12,924.77	12	\$ 149,110.37
Year 4	10/01/29 to 9/30/30	\$ 13,700.26	12	\$ 158,056.99
Year 5	10/01/30 to 9/30/31	\$ 14,522.27	12	\$ 167,540.41
Aggregate Amount Over First Five (5) Years				\$ 767,318.09

PROPOSED OPTION PRICING				
Term Description	Effective Dates	Monthly Amt.	# of Terms	Annual Cost
Year 6	10/01/31 TO 09/30/32	\$ 14,799.40	12	\$ 177,592.84
Year 7	10/01/32 TO 09/30/33	\$ 15,687.37	12	\$ 188,248.41
Year 8	10/01/33 TO 09/30/34	\$ 16,628.61	12	\$ 199,543.31
Year 9	10/01/34 TO 09/30/35	\$ 17,626.33	12	\$ 211,515.91
Year 10	10/01/35 TO 09/30/36	\$ 18,683.91	12	\$ 224,206.87
Aggregate Amount for Years Six (6) through Ten (10)				\$ 1,001,107.34

Total Contract Value if All Option Periods are Exercised \$ 1,768,425.43

IMPACT BY FISCAL YEAR												
Timeframe	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY31/32	FY 32/33	FY 33/34	FY34/35	FY 35/36	FY 36/37	TOTAL
Year	1	2	3	4	5	6	7	8	9	10	11	
Bridge Agreement	\$ 19,232.46											\$ 19,232.46
Calendar Year 1	\$ 99,530.78											\$ 99,530.78
Calendar Year 2		\$138,679.55										\$ 138,679.55
Calendar Year 3			\$147,000.32									\$ 147,000.32
Calendar Year 4				\$155,820.34								\$ 155,820.34
Calendar Year 5					\$165,169.56							\$ 165,169.56
Calendar Year 6						\$175,079.73						\$ 175,079.73
Calendar Year 7							\$185,584.52					\$ 185,584.52
Calendar Year 8								\$196,719.59				\$ 196,719.59
Calendar Year 9									\$208,522.76			\$ 208,522.76
Calendar Year 10										\$221,034.13		\$ 221,034.13
Calendar Year 11											\$56,051.72	\$ 56,051.72
TOTALS	\$ 118,763.24	\$138,679.55	\$147,000.32	\$155,820.34	\$165,169.56	\$175,079.73	\$185,584.52	\$196,719.59	\$208,522.76	\$221,034.13	\$56,051.72	\$1,768,425.43

Department is requesting a 20% contingency of the total aggregate amount of \$1,768,425.23 which is \$353,686.

5. Period of Performance: _
 - a. 7/01/2026 to 09/30/2031 (initial 5-year term)
 - b. Option year 1: 10/1/2031 to 9/30/2032
 - c. Option year 2: 10/1/2032 to 9/30/2033
 - d. Option year 3: 10/1/2033 to 9/30/2034

- e. Option year 4: 10/1/2034 to 9/30/2035
- f. Option year 5: 10/1/2035 to 9/30/2036

Ratify Start Date (if applicable): N/A

Initial Term Start Date: 7/01/2026 End Date: 09/30/2031 plus five one year renewal options as outlined above.


Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): Initial five-year contract term with an option to renew for five additional one-year periods.

Aggregate Term/End Date: Same as Above

6. Projected Board of Supervisor Date (if applicable): June 23, 2026

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier have been fully vetted and approved.

Judith Gweon, Asst. Public Defender

Print Name	Department Head Signature (Executive Level Designee)	Date
<u>Judith Gweon</u>	<u></u>	<u>6/2/2026</u>

PCS Reviewed:

Cheryl Chesnut	<u></u>	6/2/2026
Print Name	Signature	Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psources@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

Not to exceed:

One-time \$ _____

Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 2,122,111

Aggregate Amount \$ _____

Stacy Orton
Purchasing Agent Signature

6/3/2026

Date

26-183

Tracking Number

(Reference on Purchasing Documents)

LAW OFFICES OF THE
Public Defender

COUNTY OF RIVERSIDE

STEVEN L. HARMON
PUBLIC DEFENDER

JUDITH GWEON
ASSISTANT PUBLIC DEFENDER



RIVERSIDE MAIN OFFICE
4075-A Main Street
Riverside, CA 92501
Telephone: (951) 955-6000

Date: Tuesday, June 2, 2026

From: Judith Gweon, Assistant Public Defender

To: Cheryl Chesnut, Procurement Contact Specialist

Via: David Curtis, Administrative Services Officer (951-955-9788)

Subject: Request for the Sole Source Purchase of the proprietary Thomson Reuters *Westlaw* legal research and drafting subscription to *Advantage* with *CoCounsel*.

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote Supplier Sole Source Letter Final draft agreement
(latest redline draft agreement)

Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement

Other:

1. Requested Supplier Name: West Publishing Corporation Supplier ID:25943

a. Describe the goods/service being requested:

Purchase of the subscription agreement with West Publishing Corporation for the proprietary West Proflex Subscription for an online legal research and drafting platform with Artificial Intelligence (AI) powered legal research and workflow solution.

- b. Explain the unique features of the goods/services being requested from this supplier:
Westlaw *Advantage with CoCounsel* delivers a proprietary next-generation, AI (Artificial Intelligence) -powered legal research and workflow solution that enhances the quality, speed, and consistency of attorney work. It combines the industry-leading Westlaw legal database with advanced agentic AI to automate essential tasks, such as legal research, document analysis, and legal drafting. Proprietary features such as Deep Research and Litigation Document Analyzer provide expert-level insights, uncover mischaracterizations of law, identify hallucinated citations, and reveal critical arguments on both sides of a matter. Westlaw's Precision Filters, Litigation Analytics, KeyCite tools, and editorial enhancements (including the Key Number System, headnotes, annotations, and Notes of Decisions) further support targeted, authoritative research and prevent reliance on outdated or invalid law. CoCounsel adds guided workflows, a curated prompt library, and powerful cross-repository Knowledge Search, enabling attorneys to perform complex multi-step tasks.
- c. What are the operational benefits to your department?
Westlaw *Advantage with CoCounsel* can significantly streamline attorney workflows and create meaningful operational gains for the Public Defender's office by automating time-intensive research, drafting, and document-review tasks. Its agentic AI tools (such as Deep Research and Litigation Document Analyzer) perform multi-step legal analysis that would typically require hours of attorney or paralegal time, producing comprehensive, accurate results within minutes. By uncovering mischaracterizations of law, surfacing relevant legal issues, identifying risks in cited authority through KeyCite, and generating jurisdiction-specific research starting points, the system reduces the burden of repetitive foundational work and helps ensure no critical issues are overlooked. CoCounsel's guided workflows and Knowledge Search further consolidate materials from Westlaw, internal office files, and external sources into a single, secure platform, enabling attorneys to quickly locate relevant facts, templates, and legal standards without toggling between systems. These combined capabilities allow Deputy Public Defenders and paralegals to focus more of their limited time on client engagement, case strategy, and courtroom advocacy, while improving accuracy, consistency, and early case assessment. The operational benefits translate into faster turnaround on motions and research, reduced risk of error, improved preparation quality, and a more equitable allocation of attorney effort across cases.
- d. Provide details on any cost benefits/discounts.
The pricing in the quote was negotiated to reflect cost savings to the department. With the five-year and five one-year options. Furthermore, Westgroup was able to officially maintain the pricing at the lower negotiated rate even though the number of attorney licenses increased from 160 attorneys + staff to 172 attorneys + staff.

Thomson Reuters/Westgroup was also able to include a 'Bridge' Price Promotion in this agreement. The Bridge Promotion allows the Public Defender to gain all of the Westlaw *Advantage* and *CoCounsel* capabilities upon contract start date of July 1, 2026. However,

the Public Defender will maintain the current Westlaw *Edge* lower rates until October 1, 2026. Therefore, three months of upgrades will be provided at no increased cost. That is a total additional savings of \$15,276 in the first year.

Furthermore, although the provider does have a master services agreement (MSA) with GSA, the MSA with GSA was not competitively bid and was a price negotiation. The MSA with GSA does not align with Riverside County procurement rules and therefore the department is requesting Sole Source Procurement with this provider. The MSA with GSA includes limited features that do not align with the scope for this proposed SSJ.

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

Yes No

- a. If yes, please explain why you are requesting to utilize an SSJ process? N/A

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? *(If yes, please provide the reviewed single or sole source tracking number).*

Yes SSJ# _____ No

- a. What was the total annual and aggregate amount? N/A, this is a new SSJ request.

4. Identify all costs for this requested in the table below:
If review is for multiple years, all costs must be identified below:

See the below cost break down from the department.

PROPOSED CONTRACT				
Term Description	Effective Dates	Monthly Amt.	# of Terms	Annual Cost
Bridge Agreement	7/2/26 to 09/30/26	\$ 6,410.82	3	\$ 19,232.46
Year 1	10/01/26 to 9/30/27	\$ 11,058.98	12	\$ 132,707.70
Year 2	10/01/27 to 9/30/28	\$ 12,193.18	12	\$ 140,670.16
Year 3	10/01/28 to 9/30/29	\$ 12,924.77	12	\$ 149,110.37
Year 4	10/01/29 to 9/30/30	\$ 13,700.26	12	\$ 158,056.99
Year 5	10/01/30 to 9/30/31	\$ 14,522.27	12	\$ 167,540.41
Aggregate Amount Over First Five (5) Years				\$ 767,318.09

PROPOSED OPTION PRICING				
Term Description	Effective Dates	Monthly Amt.	# of Terms	Annual Cost
Year 6	10/01/31 TO 09/30/32	\$ 14,799.40	12	\$ 177,592.84
Year 7	10/01/32 TO 09/30/33	\$ 15,687.37	12	\$ 188,248.41
Year 8	10/01/33 TO 09/30/34	\$ 16,628.61	12	\$ 199,543.31
Year 9	10/01/34 TO 09/30/35	\$ 17,626.33	12	\$ 211,515.91
Year 10	10/01/35 TO 09/30/36	\$ 18,683.91	12	\$ 224,206.87
Aggregate Amount for Years Six (6) through Ten (10)				\$ 1,001,107.34

Total Contract Value if All Option Periods are Exercised \$ 1,768,425.43

IMPACT BY FISCAL YEAR												
Timeframe	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY31/32	FY 32/33	FY 33/34	FY34/35	FY 35/36	FY 36/37	TOTAL
Year	1	2	3	4	5	6	7	8	9	10	11	
Bridge Agreement	\$ 19,232.46											\$ 19,232.46
Calendar Year 1	\$ 99,530.78											\$ 99,530.78
Calendar Year 2		\$138,679.55										\$ 138,679.55
Calendar Year 3			\$147,000.32									\$ 147,000.32
Calendar Year 4				\$155,820.34								\$ 155,820.34
Calendar Year 5					\$165,169.56							\$ 165,169.56
Calendar Year 6						\$175,079.73						\$ 175,079.73
Calendar Year 7							\$185,584.52					\$ 185,584.52
Calendar Year 8								\$196,719.59				\$ 196,719.59
Calendar Year 9									\$208,522.76			\$ 208,522.76
Calendar Year 10										\$221,034.13		\$ 221,034.13
Calendar Year 11											\$56,051.72	\$ 56,051.72
TOTALS	\$ 118,763.24	\$138,679.55	\$147,000.32	\$155,820.34	\$165,169.56	\$175,079.73	\$185,584.52	\$196,719.59	\$208,522.76	\$221,034.13	\$56,051.72	\$1,768,425.43

Department is requesting a 20% contingency of the total aggregate amount of \$1,768,425.23 which is \$353,686.

5. Period of Performance:
 - a. 7/01/2026 to 09/30/2031 (initial 5-year term)
 - b. Option year 1: 10/1/2031 to 9/30/2032
 - c. Option year 2: 10/1/2032 to 9/30/2033
 - d. Option year 3: 10/1/2033 to 9/30/2034

- e. Option year 4: 10/1/2034 to 9/30/2035
- f. Option year 5: 10/1/2035 to 9/30/2036

Ratify Start Date (if applicable): N/A

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Judith Gweon, Asst. Public Defender

Print Name	Department Head Signature (Executive Level Designee)	Date
<u>Judith Gweon</u>	<u><i>Judith Gweon</i></u>	<u>6/2/2026</u>

PCS Reviewed:

Cheryl Chesnut	<i>Cheryl Chesnut</i>	6/2/2026
Print Name	Signature	Date

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Stacy Orton
Purchasing Agent Signature

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